**BOARD MEETING:** Regular

Wednesday, September 2, 2015 DATE:

TIME: 6:30 p.m.

**PLACE:** Naples High School Cafeteria

- I. Meeting Called to Order
- Π. Roll Call

III. Adopt the Agenda of the Regular Meeting of September 2, 2015 (Board Action)

IV. Executive Session

(Board Action)

- Pledge of Allegiance V.
- Public Comments: The Board of Education invites you, the residents of our school community, to feel VI. 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
  - NCS Bright Spots
  - Thank You to Senator Funke: Bullet Aid
  - Facility Department Update: Summer Projects
  - 2014-2015 Student Achievement Data Reports
  - 2015-2016 Board of Education Goals & Strategic Planning
- IX. Administrative Reports
  - School Business Administrator
- X. **Board Reports** 
  - Facilities Committee

XI. Minutes (Board Action)

• Regular Meeting of August 12, 2015

XII. OSC State Audit Report & Corrective Actions (Board Action)

XIII. Inter-Municipal Agreement

(Board Action)

• School Resource Officer

XIV. Transfer Managerial Food Service Functions (Board Action)

XV. Lead Evaluators XVI. Business / Financial (Board Action) (Board Action)

• Transportation Contracts

- Speech Therapy Services Contract
- Adult Lunch Price

XVII. Personnel (Board Action)

- Tenure Appointment
  - School Business Administrator

XVIII. Request for Reconsideration of Discharge (Board Action)

#### **Regular Meeting**

#### September 2, 2015

#### XIX. Personnel

(Board Action)

- Resignation
  - Bus Driver
- Appointment
  - Substitute Spanish Teacher

#### XX. Consent Agenda Items

(Board Action)

- Student Teacher
- Substitutes
  - Cleaner
  - Clerks
  - School Monitors
  - Teacher Aides
  - Typist
  - Food Service Helper
  - Bus Driver
  - Lifeguard

**Regular Meeting** September 2, 2015

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, September 2, 2015 at 6:32 p.m. in the Naples High School Cafeteria.

Members Present:

Robert Brautigam Joseph Callaghan

Maura Sullivan Margo Ulmer Elizabeth Friend

Carter Chapman Robert Hotchkiss

Members Absent:

Brent Gerstner

Gail Musnicki

Jacob Hall

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Justin Stuck, and Karen Mead.

Guests: Diann Payne, Dahl Schultz, Barbara Howard, John McCabe, Chad Hunt and Shirley Riffle.

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

**Motion:** 

**Robert Hotchkiss** 

2<sup>nd</sup>:

Joseph Callaghan

Resolved, that the Board of Education approves the agenda of the Regular Meeting of September 2, 2015 as presented.

**Voting Yes: 6** 

**Motion Carried** 

**Voting No:** 0

**Motion:** 

**Carter Chapman** 

2<sup>nd</sup>:

Maura Sullivan

Resolved, that the Board of Education approves calling an executive session at 6:34 p.m. for the purpose of discussing the employment history of a particular person or persons.

**Voting Yes:** 

**Motion Carried** 

**Voting No:** 0

Time out of Executive Session: 6:58 p.m.

#### **Public Comments**

John McCabe inquired about the Everwilde Inn & Spa, questioning its impact on state aid funding and taxation.

#### **Board Response**

None

#### **Points of Interest**

None

#### **Superintendent Recognitions & Updates**

Superintendent Matthew Frahm read the District Mission Statement noting the importance of reflecting on it regularly.

Mr. Frahm noted that NCS staff members are back in district and that they were the focus of his "Bright Spot".

Mr. Frahm thanked Senator Rich Funke for \$30,000 in Bullet Aid that will arrive later this year noting some items that will be funded using the money.

Director of Facilities Chad Hunt reviewed various projects and work that has been completed over the last year.

Elementary Principal Kristina Saucke and High School Principal Justin Stuck reviewed the 2014-15 Student Achievement Data Reports outlining and assessing district level data.

Mr. Frahm discussed Board of Education Strategic Planning and the 2014-15 goals. The Board of Education agreed on some ideas for 2015-16 Board of Education goals and strategic planning that will be refined in the near future.

#### **Administrative Reports**

Business Administrator Mitchell Ball outlined items that appeared in the monthly Board of Education Report and spoke briefly about adult meal prices, the Office of the State Comptroller's Report, and the School Resource Officer contract.

#### **Board Reports**

Board of Education and Facilities Committee Member Joseph Callaghan reviewed items as discussed in the Facilities Committee Meeting including the Building Conditions Survey, Capital Reserve transfer, the Elementary Playground, the equipment replacement schedule, and various ongoing and completed facilities projects.

Motion: Carter Chapman 2<sup>nd</sup>: Joseph Callaghan

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

• Regular Meeting of August 12, 2015

**Voting Yes: 6** 

**Motion Carried** 

Voting No: 0

Motion: Robert Hotchkiss 2<sup>nd</sup>: Joseph Callaghan

The Draft Audit Report of the 2015 audit of the Naples Central School District, entitled Online Banking, prepared by the State of New York, Office of the State Comptroller, Division of Local Government and School Accountability, is hereby accepted as presented and authorization given to file the report and the Corrective Action Plan for the 2015 Audit with the State of New York, Office of the State Comptroller, as presented.

**Voting Yes: 6** 

**Motion Carried** 

Voting No: 0

Motion: Joseph Callaghan 2<sup>nd</sup>: Robert Brautigam

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the Agreement by and between the County of Ontario and the Naples Central School District for the School Resource Officer Program for the 2015-2016 school year as presented.

**Voting Yes: 6** 

**Motion Carried** 

**Voting No:** 

0

Regular Meeting September 2, 2015

Motion: Robert Hotchkiss 2<sup>nd</sup>: Joseph Callaghan

BE IT RESOLVED, pursuant to Civil Service Law Section 70, that the managerial level food service functions performed by managerial employees of the Naples Central School District are transferred to the Genesee, Livingston, Steuben, Wyoming Board of Cooperative Services (the Partnership), effective on a date established by the Partnership,

BE IT FURTHER RESOLVED, PURSUANT TO CIVIL SERVICE LAW SECTION 70, THAT:

- 1. Superintendent Matthew T. Frahm shall certify to District Superintendent Kevin MacDonald a list of the names and titles of all managerial employees substantially engaged in the performance of the food service functions to be transferred, if any, and
- 2. Superintendent Matthew T. Frahm shall cause copies of the certified list to be publicly and conspicuously posted in the offices of the Naples Central School District, along with copies of New York State Civil Service Law Section 70.

**Voting Yes: 6** Motion Carried

**Voting No: 0** 

Motion: Carter Chapman 2<sup>nd</sup>: Joseph Callaghan

Resolved, that the Naples Central School District Board of Education approves the following Lead Evaluators as presented:

- BE IT RESOLVED THAT <u>Matthew T. Frahm</u> is hereby certified as a Qualified Lead Evaluator of <u>building principals</u>, having successfully completed the following training requirements prescribed in 8 NYCRR §30-2.9 (b):
  - (1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
  - (2) Evidence-based observation techniques that are grounded in research;
  - (3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
  - (4) Application and use of the State-approved rubrics selected by the <u>school district</u> for use in the evaluation of building principals, including training on the effective application of such rubric to observe a <u>building principals</u> practice;
  - (5) Application and use of the assessment tools that the <u>school district</u> utilizes to evaluate its <u>building principals</u>, including, but not limited to <u>structured portfolio reviews</u>; <u>student</u>, <u>parent</u>, <u>teacher</u>, <u>community feedback</u>; <u>professional growth goals\*</u>; <u>school improvement goals</u>, <u>etc.</u>;
  - (6) Application and use of the State-approved locally selected measures of student achievement used by the <u>school district</u> to evaluate its <u>building principals</u>;
  - (7) The scoring methodology utilized by the Department and the <u>school district</u> to evaluate a <u>building principal</u> under 8 NYCRR §30-2, including:
    - (a) how scores are generated for each subcomponent and the composite effectiveness score of <u>building principals</u>, and
    - (b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of <u>building principals</u> and their subcomponent ratings; and

**Regular Meeting** 

(8) Specific considerations in evaluating <u>building principals</u> of English language learners and students with disabilities.

Training on the use of the Statewide Instructional Reporting System, also required by 8 NYCRR §30-2.9 (b), will be provided once the NYS Education Department makes available the information required for such training.

This certification has been issued in accordance with the process for certifying lead evaluators described in the district's annual professional performance review plan.

- BE IT RESOLVED THAT <u>Elementary Principal Kristina Saucke</u>, <u>Secondary Principal Justin C. Stuck</u>, and <u>Director of Pupil Personnel Karen Mead</u>, are hereby certified as Qualified Lead Evaluators of <u>classroom teachers</u> having successfully completed the following training requirements prescribed in 8 NYCRR §30-2.9 (b):
  - (1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
  - (2) Evidence-based observation techniques that are grounded in research;
  - (3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
  - (4) Application and use of the State-approved rubrics selected by the <u>school district</u> for use in the evaluation of <u>classroom teachers</u>, including training on the effective application of such rubric to observe a <u>classroom teacher's</u> practice;
  - (5) Application and use of the assessment tools that the <u>school district</u> utilizes to evaluate its <u>classroom teachers</u>, including, but not limited to <u>structured portfolio reviews</u>; <u>student</u>, <u>parent</u>, <u>teacher</u>, <u>community feedback</u>; <u>professional growth goals\*</u>; <u>school improvement goals</u>, etc.;
  - (6) Application and use of the State-approved locally selected measures of student achievement used by the <u>school district</u> to evaluate its <u>classroom teachers</u>;
  - (7) The scoring methodology utilized by the Department and the <u>school district</u> to evaluate a <u>classroom teacher</u> under 8 NYCRR §30-2, including:
    - (a) how scores are generated for each subcomponent and the composite effectiveness score of classroom teachers, and
    - (b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of <u>classroom teachers</u> and their subcomponent ratings; and
  - (8) Specific considerations in evaluating <u>classroom teachers</u> of English language learners and students with disabilities.

Training on the use of the Statewide Instructional Reporting System, also required by 8 NYCRR §30-2.9 (b), will be provided once the NYS Education Department makes available the information required for such training.

This certification has been issued in accordance with the process for certifying lead evaluators described in the <u>district's</u> annual professional performance review plan.

**Voting Yes: 6** Motion Carried

Voting No: 0

Regular Meeting September 2, 2015

Motion: Robert Brautigam 2<sup>nd</sup>: Joseph Callaghan

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 the following Transportation Contracts be approved:
  - Durham School Services is hereby approved to enter into a contract for the purpose of providing round trip transportation from the Naples Central School to Gorham-Rushville from September 2, 2015 through June 30, 2016 at a rate of \$335.96 per day, total anticipated annual cost \$62,152.
  - Resolved, that Shelly Fiumano is hereby approved to enter into a contract for the purpose of providing round trip transportation from the Naples Central School District to Midlakes Education Center for the time period of September 10, 2015 through June 30, 2016, at a rate of fifty-seven and one half (\$0.575) cents per mile or the current IRS mileage reimbursement rate, total anticipated annual cost \$8,350.00.
- Resolved, that the Clinical Associates of the Finger Lakes is hereby approved to enter into a contract for the purpose of providing Speech Therapy services for students enrolled in the Naples Central School District effective September 8, 2015 at a rate of \$80.00 per hour.
- Resolved, that approval be given to establish the following price for the Naples Central School District Lunch Program as mandated by the New York State Education Department:

Adult Lunch Price: \$3.51

**Voting Yes: 6 Motion Carried** 

**Voting No: 0** 

Motion: Joseph Callaghan 2<sup>nd</sup>: Robert Hotchkiss

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 Board of Education approves the appointment of the following:
  - Resolved, that the Board of Education appoints Mitchell Ball, 245 Susquehanna Road, Rochester, NY 14618 to tenure as School Business Administrator, effective October 1, 2015. The certification area and status is School District Business Leader, Professional.

Voting Yes: 6 Motion Carried

**Voting No: 0** 

Motion: Joseph Callaghan 2<sup>nd</sup>: Carter Chapman

Resolved, that the request by Shawn Yates for reconsideration of his discharge is denied by the Naples Central School District Board of Education.

Voting Yes: 6 Motion Carried

**Voting No: 0** 

**Regular Meeting** September 2, 2015

Motion: Joseph Callaghan 2<sup>nd</sup>: **Robert Hotchkiss** 

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 Everett R. Clark, Bus Driver, with regret, effective August 21, 2015, last date of employment, August 20, 2015.
- Resolved, that the Board of Education appoints William Moesch, 6438 Butts Road, Prattsburgh, NY 14873 to a Substitute Position as Spanish Teacher, effective September 2, 2015 through the return of Spanish Teacher Analisa Chapman, plus one day. The certification area and status is Spanish, Permanent Certification. Salary for the 2015-2016 school year will be Step 32 of the 2004-2005 Teachers Salary Distribution Schedule - Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.

Voting Yes: 5 **Motion Carried** 

**Voting No:** 

Abstain: 1 Carter Chapman

**Motion:** Joseph Callaghan 2<sup>nd</sup>: **Carter Chapman** 

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

a. Resolved, that the Board of Education approves the following Student Teacher:

Name Placement Supervising Teacher

Janna Nunziato High School: 9/1-10/23/15 Matthew Green & Anneke Radin-Snaith

b. Resolved, that the Board of Education hereby approves the following list of Substitutes Appointments:

Name **Position** Address Everett R. Clark Bus Driver 10875 Didas Road, Cohocton, NY 14826 Marilou Schenk Cleaner 780 Italy Valley Road, Naples, NY 14512 2892 Freshour Road, Canandaigua, NY 14424 Heather Sheckler Clerk Heather Sheckler Monitor 2892 Freshour Road, Canandaigua, NY 14424 Heather Sheckler Teacher Aide 2892 Freshour Road, Canandaigua, NY 14424 2892 Freshour Road, Canandaigua, NY 14424 Heather Sheckler **Typist** Teacher Aide 6010 Medalist Lane, Canandaigua, NY 14424 Cassandra Summers 6010 Medalist Lane, Canandaigua, NY 14424 Cassandra Summers Clerk 7131 Seman Road, Naples, NY 14512 Sharon Johnson Monitor Food Service Helper 7131 Seman Road, Naples, NY 14512

**Sharon Johnson** 

Zoe Smith Lifeguard 5325 Route 21, Naples, NY 14512

**Voting Yes: 6 Motion Carried** 

**Voting No:** 0

**Motion: Carter Chapman Robert Hotchkiss** 

There being no further business, the Regular Meeting of September 2, 2015 is hereby adjourned at 9:01 p.m.

**Voting Yes: 6 Motion Carried** 

**Voting No:** 

Dated this 2<sup>nd</sup> day of September, 2015

Mitchell Ball District Clerk

# School Business Administrator's Board Report Naples Central School District September 2, 2015

#### **Adult Meal Prices**

The District currently charges a price of \$2.50 plus tax per adult meal. According to the regulations set forth by the Federal Government, we are now unable to continue to offer adult meals at this price point. Accordingly, the Federal Government has indicated that we are required to charge no less than \$3.51 plus tax per meal. There is a motion on the agenda this evening to reflect that change.

#### Office of the State Comptroller Draft Report

The Office of the State Comptroller (OSC) has an auditing branch that has been tasked with looking for areas for improvement within school districts. As part of their efforts to expose weaknesses or errors in operational activities, the OSC releases public reports of their findings.

In April of this year, the OSC began an audit of our district with a focus area of Online Banking. The auditors that were here looked at all manner of information including such things as agreements with banks, technology controls, personnel practices, and local online banking procedures. The audit lasted a little over three months.

On August 19<sup>th</sup>, the OSC staff met with the district to review their findings. The auditors were very impressed with our internal controls and noted that this is one of the most seamless audits they have had. There were no major findings and only one small recommendation. That recommendation included a suggestion that the (although the Treasurer currently gets the notification) Business Administrator receive a notification that a bank transfer has occurred via electronic e-mail. We have updated our user access so that that now occurs (effective July 1<sup>st</sup>).

There is a motion on tonight's agenda to approve the draft of the audit and the corresponding corrective actions (that have already been completed effective July  $\mathbf{1}^{\text{st}}$ ).

### **Naples Central School District**

#### Mitchell J. Ball, School Business Administrator

www.naples.k12.ny.us

136 North Main Street • Naples, New York • 14512 (585) 374-7902 • (585) 374-5859 fax mball@naplescsd.org

September 02, 2015

To Whom It May Concern:

Please consider this the formal District response for "Appendix A, Response from District Officials":

#### **District Response**

This is to confirm that the District has had the opportunity to review the draft of the New York State Comptroller's Report.

The District has been proactive in responding to the Office of the State Comptroller's recommendation. The District has already addressed the recommendation through increased internal controls beginning July 1, 2015.

Bank alerts are now enabled on all district accounts. Both the Treasurer and the Business Manager now receive bank alerts through e-mail whenever a banking transaction occurs.

At this time, the District does not have any formal follow-up corrective action plans. The recommendations in both reports have already been addressed through changes in practice. The Board of Education approved these changes at their September 2, 2015 meeting through the following resolution:

The Draft Audit Report of the 2015 audit of the Naples Central School District, entitled Online Banking, prepared by the State of New York, Office of the State Comptroller, Division of Local Government and School Accountability, is hereby accepted as presented and authorization given to file the report and the Corrective Action Plan for the 2015 Audit with the State of New York Office of the State Comptroller, as presented.

The Board of Education, members of the Administration and the Business Office personnel have benefited from the NYS Comptroller's review of the Online Banking procedures of the Naples Central School District. Thank you for the opportunity to work with your representatives and for the opportunity to respond to this report.

Sincerely,

Mitchell J. Ball School Business Administrator District Clerk

## AGREEMENT BETWEEN COUNTY OF ONTARIO AND NAPLES CENTRAL SCHOOLS FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as "County", and NAPLES CENTRAL SCHOOLS, an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 North Main Street, Naples, New York 14512, hereinafter referred to as "School."

#### WITNESSETH:

WHEREAS, the School is desirous of obtaining the services of a school resource officer in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the County, through its Sheriff's Office, is desirous of providing law enforcement and related services to the School; and

WHEREAS, the School and the County recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Naples Central Schools; and

WHEREAS, it is in the best interests of the School, the County, and the citizens of the Naples Central Schools to establish this program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the County hereby agree as follows:

- 1. **TERM.** The term of this contract shall be September 1, 2015 to June 30, 2016.
- 2. <u>AMENDMENT OR TERMINATION</u>. This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of 90 days

written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this contract; or without cause upon 180 days written notice. In the event this contract is terminated, compensation will be made to the County for all services performed to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.

- 3. SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM. The School Resource Officer Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The School Resource Officer will work with the School community to promote a safe learning environment for all students.
- 4. **RIGHTS AND DUTIES OF COUNTY SHERIFF.** The County Sheriff shall assign one (1) School Resource Officer (hereinafter referred to as "SRO") to the School as follows:
  - 4.1. The SRO shall be assigned to the school on a hourly basis for a maximum of 1,040 hours for the period of this Agreement.
  - 4.2. The SRO may be temporarily reassigned by the Sheriff during periods of police emergency. Should such reassignment occur, any hours spent by the SRO on Sheriff's business outside the duties as SRO shall not be billed to the School, but will reduce the number of hours the SRO is available to the School for the remainder of the contract period.
  - 4.3. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the school administrator as provided in the CBA. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a law enforcement officer.

- 4.4. The SRO will be off-campus for in-service and other training required.

  The SRO will not be available to the School from July 1 through August
  31.
- 5. **<u>DUTIES OF SCHOOL RESOURCE OFFICERS.</u>** Instructional responsibility of the SRO at the School is as follows:
  - 5.1. The SRO shall act as an educator, counselor and police officer.
  - 5.2. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
  - 5.3. The School Resource Officer shall make available to the School faculty and students a variety of law related presentations.
  - 5.4. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
  - 5.5. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
  - 5.6. The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
  - 5.7. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention.
  - 5.8. The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.

- 5.9. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during sponsored events.
- 5.10. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
- 5.11. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.
- 5.12. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned.
- 5.13. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the principal or superintendent as required by law.
- 5.14. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The School Resource Officer is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved.

#### 6. RIGHTS AND DUTIES OF THE SCHOOL.

6.1. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:

- 6.1.1. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
- 6.1.2. A location for files and records which can be properly locked and secured.
- 6.1.3. A desk with drawers, a chair, work table, filing cabinet and office supplies.
- 6.1.4. Access to a computer and/or secretarial assistance.
- 6.2. The School shall be responsible for all of the operational costs of the SRO vehicle, including, but not limited to, maintenance, fuel and repairs.

#### 7. PAYMENT:

- 7.1. The School shall pay to the County \$31.37 per hour for actual time the SRO spends at the School for the period of 9/1/15 to 6/30/16, which includes all costs listed on Schedule A. The County shall invoice the School quarterly upon execution of this agreement and the School shall submit payment within 30 days of receipt of each invoice.
- 8. <u>EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER.</u> The School Resource Officer shall remain an employee of the Ontario County Sheriff's Office, and shall not be an employee of the School. The School and the County acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Ontario County Sheriff.
- 9. **APPOINTMENT OF SCHOOL RESOURCE OFFICERS.** SRO applicants must meet the following requirements and be acceptable to the School:
  - 9.1. The applicant must be a volunteer for the position of School Resource Officer.
  - 9.2. The applicant must be an Ontario County Deputy Sheriff.
  - 9.3. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

#### 10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

- 10.1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.
- 10.2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
- 10.3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School and a replacement shall be obtained.
- 10.4. The County Sheriff may dismiss or reassign the SRO based upon Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.
- 10.5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the County Sheriff shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the School shall recommend a permanent replacement for the SRO position. Final decision on replacement of the SRO lies with the Ontario County Sheriff.

11. **NOTICES.** Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Philip C. Povero

.

Naples Central Schools

Ontario County Sheriff

Matthew Frahm, Superintendent

74 Ontario Street

136 North Main Street

Canandaigua, N Y 14424

Naples, New York 14512

Gary Curtiss
Ontario County Attorney
20 Ontario Street
Canandaigua, NY 14424

- 12. **GOOD FAITH.** The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.
- 13. **MODIFICATION:** This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
- 14. **NON-ASSIGNMENT**. The School shall not assign or transfer this agreement to any other person or corporation without the previous consent, in writing, of the Chairman of the Ontario County Board of Supervisors.
- 15. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- 16. **CONTRACT INTEREST**. No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this

contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

#### 17. **INDEMNIFICATION.** The School agrees to the fullest extent of the law:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School or third parties under the direction or control of the School; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto.
- 18. **ENTIRE CONTRACT AND INCORPORATION**. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

	NAPLES CENTRAL SCHOOLS
	By:Matthew Frahm, Superintendent
	ONTARIO COUNTY SHERIFF'S OFFICE
	By:Philip C. Povero, Sheriff
	ONTARIO COUNTY BOARD OF SUPERVISORS
	By: John E. Garvey, County Administrator
	risors of the County of Ontario on the day of 2015, pursuant to Resolution No2015.
Approved as to form and manner of	execution:
Ontario County Attorney	

#### **SCHEDULE A - Naples**

	9/1-15-6/30/16		
		Cost	
1			1 PT SRO
		Annual	Per hour
[1]	Gross Salary	\$29,942	
[2]	Fringe Benefits	\$2,683	
	Subtotal Salary & Fringe at 100%	\$32,624	
	Annual Cost of Salary, & Benefits	\$32,624	
[3]	Hourly Cost of Salary, & Benefits		\$31.37
	•		
	Annual Estimated Cost for SRO	\$32,624	
	Anticipated School Cost - 1040 hours		\$32,624.37

[1] Salary based on current contract - at step 6 for Part time County Police Officer.

[2]	Benefits paid on Gross Wages for PT Deputy Jaus	2015/16
	FICA	7.65%
	WC	1.31%
	Retirement	0.00%
	Health Ins.	0.00%
		8.96%

[3] Overtime incurred by PT SRO for School related activities to be billed at the overtime rate.

431201 (SED CODE)

#### The State Education Department Transportation Unit, Room 876 EBA Albany, New York 12234

#### Prior Year Contract/Extension E 265284

## EXTENSION OF CONTRACT FOR PUPIL TRANSPORTATION (Only Competitively Bid Contracts May Be Extended)

Tel: (585)374-7902	Check if applicable:
Mitchell J. Ball Fax: (585) 374-7802	( ) Cost Justification Form filed with Dept. Only for a CPI Pass-
Contact Person	Thru. (See Reverse)
Naples Central School District	(✓) Special Education Pupil Trans required as a related service
School District/BOCES 136 N. Main St.	( ) Contract for bus maintenance only.
Street or P.O. Box	( ) District will supply contractor with fuel.
	Specifications include:
Naples, New York 14512	( Provision for attendants, escorts or monitors.
•	(✓) Clause for increasing or decreasing service.
City State Zip Code	Gorham Rushville
WHEREAS a transportation contract agreement was made on	September 02, 2015 by and between
Naples Central School District	, County of Ontario , N.Y.,
(Name of School District or BOCES)	10.
party of the first part and Durham School (Contractor)	ol Services , party of the second part.
September 8, 2015 and ending  Mo Day Year  All of the items of said contract shall remain in full force  IT IS FURTHER agreed that for services rendered durin shall pay the party of the second part the total annual sum of \$	and effect.  ag the period of this extension, the party of the first part  (if lump sum contract)  or  emile, or other unit cost basis determined as follows
	Total Anticipated Annual Cost\$62,152
IN WITNESS WHEREOF, the parties hereto have executed $\frac{1}{100}$ September $\frac{1}{100}$ , $\frac{1}{100}$ .	uted this extension of agreement this 2nd day
Party of the First Part	Party of the Second Part
(Signature of Trustee or President of Board of Education)	(Signature of Contractor)
COMPLIANCE CERTIFICATION. I certify that this contract Schools in accordance with the provisions of Education Law, sect	
Approval Date: Filed b	OY:(Signature of Superintendent or Designee)
(Date of Superintendent's Approval)	
CPI "Pass-Thru". Boards of education may pay a contractor,	in excess of the CPI, for the cost of qualifying criminal

**CPI "Pass-Thru"**. Boards of education may pay a contractor, in excess of the CPI, for the cost of qualifying criminal history and certain driver testing fees. (See subdivision (e) on reverse).

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

431201 (SED CODE)

#### The State Education Department Transportation Unit, Room 876 EBA Albany, New York 12234

7	
۷.	
	Contract Number
	(SED will fill in)

#### TRANSPORTATION CONTRACT

(Do not use	for Addendums or Ext	<u>ension</u> s - See	Note on Revers	se)		
N 424 1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Tele(585)374-7902	Check	if applicable:			
Mitchell J. Ball	Fax (585) 374-5859	(✔)	Special Educatio	n Pupils - Transporta	tion required	
Contact Person			as a related serv			
Naples Central Sc	hool District	(✔)		in part way through	the school	
•		()	year and cost \$20	gency contract -31 C	'alendar Davs	
School District/BC				maintenance only.	aichdai Days.	
136 N. Mai	n St.	( )	( ) District will supply contractor with fuel.			
Street or P.O. B	OX		Specifications include:			
Naples, New Yo		( )	Provision for atte	endants, escorts or m sing or decreasing se	onitors. ervice.	
City State	Zip Code					
This AGREEMENT made this	2nd day of	September	20_15_ by	and between		
Naples Central S (Name of School District or BOCES	School District		County of	Ontario	, N.Y.	
party of the first part and	•	nano		, party of the	second part.	
	(Contractor)					
WITNESSETH. That whereas 2021, 2503, 4401 and 4402 of the Edu children of said district for the period o September 10,  Month Day  NOW, THEREFORE, the said	cation Law) to enter into f service to begin 2015 and to end Year  party of the first part her	June  Month  eby agrees to	or the purpose of  30,  Day  pay to the said p	Providing transp  2016  Year  party of the secon	oortation for - d part the	
sum of \$(If lump sum contract)	or \$ 57.5 cents per mile o	or current IRS mila	ge rate_if on a per	r-bus, per-diem, p	er-mile or	
· -						
other unit cost basis for providing such	transportation on a suita	ble conveyand	ce.			
Total Anticipated Annual Cost \$8	,350.00					
If awarded through a request for	or proposals, date of requ	est of such pro	oposals	(see note	on reverse)	
IN WITNESS WHEREOF, The	e parties have set their ha	ands the day a	nd year above w	ritten.		
,	-	-	School District		Naples, NY 14512	
(Signature of Trustee or President of Board o		(Party of the First		(Post Office Addr	ess)	
		Shelly I	Fiumano	8647 Garlinghous	e Rd. Naples, NY 14512	
(Signature of Contractor)		(Party of the Second	nd Part)	(Post Office Addre		
COMPLIANCE CERTIFICATION	I certify that this co	ntract was as	warded in accor	dance with the	competitive	
bidding provisions of Section 103 of the						
156.1(b) of Commissioner of Education						
305(14) of the Education law and Sec	•					
contract has been authorized by the v						
approved by the Superintendent of Sch					ia ias occii	
* *	oois iii accordance willi i		1) of the Educati	on Law.		
Approval Date: (Date of Superintend	lent's Approval)	Filed by:	(Signature of S	Superintendent or De	esignee)	
(Date of Superintend			/~-B-1			

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS. 9/10