BOARD MEETING:

Regular

DATE:

Wednesday, June 1, 2016

TIME:

6:30 p.m.

PLACE:

Naples High School Cafeteria

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

III. Adopt the Agenda of the Regular Meeting of June 1, 2016

(Board Action)

IV. Executive Session

(Board Action)

- V. Pledge of Allegiance
- VI. <u>Public Comments</u>: 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.

<u>Board Response</u>: 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 and Good Luck Elizabeth Friend
- May 20, 2016 1/2 Conference Day Report
- 7th Grade Project Based Learning (PBL) Expo
- Capital Improvement Discussion
- IX. Board Reports

• Policy Committee

• Facilities Committee

X. Minutes

(Board Action)

- Regular Meeting of May 4, 2016
- Annual Meeting of May 17, 2016
- Regular Meeting of May 17, 2016
- XI. Inter-Municipal Agreements
 - Village of Naples Municipal Cooperation Agreement

(Board Action)
(Board Action)

• Village of Naples Summer Recreation Program

(Board Action)

XII. Business

• Memorandum of Understanding: SUNY Alfred State College

XIII. Personnel

(Board Action)

- Retirement Resignation
- Resignations
- 2016-2017 Coaches

XIV. Consent Agenda Items

(Board Action)

- Volunteers
- Substitute Automotive Mechanic/Bus Driver effective May 31, 2016
- Substitutes
 - Teacher
 - Teacher Aides
 - Typist

XV. Adjournment

(Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, June 1, 2016 at 6:32 p.m. in the Naples High School Cafeteria.

Members Present:

Robert Brautigam Joseph Callaghan Carter Chapman Brent Gerstner

Jacob Hall

Robert Hotchkiss Gail Musnicki Maura Sullivan Margo Ulmer Elizabeth Friend

Members Absent:

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Ralph Undercoffler, and Karen Mead.

A quorum being present, the meeting was called to order at 6:32 p.m. by Board President Margo Ulmer.

Motion:

Gail Musnicki

2nd:

Jacob Hall

Resolved, that the Board of Education approves the agenda of the Regular Meeting of June 1, 2016 as presented.

Voting Yes: 9

Motion Carried

Voting No: 0
Abstain: 0

Motion:

Jacob Hall

2nd:

Robert Hotchkiss

Resolved, that the Board of Education approves calling an executive session at 6:32 p.m. for the purpose of discussing the employment history of a particular person or persons and collective negotiations with the Confidential and Managerial Employees.

Voting Yes: 9

Motion Carried

Voting No: 0
Abstain: 0

Time out of Executive Session: 7:02 p.m.

Public Comments

None

Board Response

None

Points of Interest

Board of Education Member Robert Hotchkiss noted that the band had a good showing at a performance over the weekend.

Superintendent Matthew Frahm talked about the Junior/Senior High Spring Concert, the award of Bullet Aid from Senator Funke's Office, and Kharyl Judith's trip to Washington for the National Spelling Bee.

Board of Education President Margo Ulmer congratulated Interim Ralph Undercoffler for his election to the Board of Education in Canandaigua.

Superintendent Recognitions & Updates

Superintendent Matthew Frahm spoke about the Corporate Challenge runners that represented Naples CSD and noted that they were the focus of his "Bright Spot".

Mr. Frahm thanked Student Representative Elizabeth Friend for her work with the Board of Education during the 2015-16 school year and presented her with a gift on behalf of the Board.

Mr. Frahm spoke about May 20th ½ Conference Day for staff and outlined the schedule of events. Mr. Frahm thanked Instructional Staff Developer Anneke Radin-Snaith for developing the program.

Mr. Frahm introduced Librarian Colleen Betrus, Social Studies Anneke Radin-Snaith, Spanish Michele Walpole, student Mikal Smith, and student Chloe Davis who then presented on the 7th Grade Project Based Learning (PBL) Expo and process.

Architect Victor Tomaselli from SEI Design Group reviewed preliminary designs and options for capital work in the areas of the Elementary Parking Lot, the Elementary Main Entry, and the Bus Garage. A period of comments by the Board of Education followed.

Board Reports

Board of Education and Facilities Committee Member Robert Brautigam reviewed items as discussed in the Facilities Committee Meeting, including summer work, a water softener for the High School, heating and air conditioning in the High School Main Office, Lead Testing, and preparations for Graduation.

Board of Education and Policy Committee Member Robert Hotchkiss reviewed policies as discussed in the Policy Committee Meeting, including the Distribution of Materials to Students, Instructional Programs, iPad User Agreement Policy and Protection Plan, Elementary School Recess Guidelines, Use of Surveillance Cameras in the School District, Facilities: Inspection, Operation and Maintenance, Business of the Annual District Election, Visitors in Schools, Use of Service Animals, Transportation of Students, Graduation Requirements/Early Graduation/Accelerated Programs, Rights of Non-Custodial Parents, and Student Dismissal Precautions.

Motion: Jacob Hall

2nd: Robert Brautigam

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

Regular Meeting of May 4, 2016 Annual Meeting of May 17, 2016 Regular Meeting of May 17, 2016

Voting Yes: 9 Motion Carried

Voting No: 0 Abstain: 0

Motion: Brent Gerstner 2nd: Carter Chapman

Resolved, that authorization is given for the Municipal Cooperation Agreement between Naples Central School and the Village of Naples, effective July 1, 2016 and ending on June 30, 2017, and authorization is given for Matthew T. Frahm, Superintendent to sign the Municipal Cooperation Agreement.

Voting Yes: 9 Motion Carried

Voting No: 0
Abstain: 0

Motion: Maura Sullivan 2nd: Gail Musnicki

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-municipal Agreement between the Board of Education of the Naples Central School District and the Village of Naples in regards to use of the School District's pool for family and summer swimming programs, commencing May 24, 2016 and terminating on June 30, 2017.

Voting Yes: 9 Motion Carried

Voting No: 0
Abstain: 0

Motion: Gail Musnicki 2nd: Jacob Hall

Resolved, that the Board of Education approves the Business/Financial resolutions as presented:

• Resolved, that authorization is given for a Memorandum of Understanding between Naples Central School District and Alfred State College State University of New York to offer Math 1033: College Algebra at Naples Central School for the Fall 2016 semester, effective for the period from September 8, 2016 through January 27, 2017.

Voting Yes: 9 Motion Carried

Voting No: 0
Abstain: 0

Motion: Gail Musnicki 2nd: Joseph Callaghan

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item(s) as presented.

- Resolved, that the Board of Education approves the Retirement Resignation of Ellen Aymerich, Teacher, with regret, effective July 1, 2016.
- Resolved, that the Board of Education approves the resignation of Nicholas Fargnoli, Teacher, with regret, effective July 1, 2016.
- Resolved, that the Board of Education approves the resignation of Emmalouise St. Amand, Teacher, with regret, effective July 1, 2016.
- Resolved, that the Board of Education approves the following Coaches for the 2016-2017 School Year, salary as per negotiated agreement:

Golf: Varsity: Aaron O'Rourke Soccer: Boys Varsity: Ryan Betrus Soccer: Boys JV: Jon Betrus Soccer: Boys Modified: Adam Robison

Soccer: Girls Modified: Melissa Steenburgh Skiing: Varsity: Robert Birdsall

Soccer: Girls JV: Robert Birdsall Swimming: Boys Modified: Alinda Gangi Soccer: Girls Varsity: Frank Gleichauf Swimming: Boys Varsity: Courtney Gursslin

Tennis: Girls Modified: Cindy Myers

Tennis: Girls Varsity: William Moesch

Baseball: Modified: Brian Battle
Baseball: JV: Adam Robison

Basketball: Boys Modified: Micah Moore
Basketball: Boys JV: Jeffrey Liebentritt
Softball: Modified: Michelle Walpole

Basketball: Boys Varsity: Michael Salter Softball: JV: Alyson Powers Softball: Varsity: Robert Birdsall

Basketball: Girls Varsity: Adam Robison Tennis: Boys Modified: Frank Gleichauf

Bowling: Boys & Girls Varsity: Paul Frazer Tennis: Boys Varsity: Jon Betrus

Voting Yes: 9 Motion Carried

Voting No: 0
Abstain: 0

Motion: Jacob Hall

2nd: 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 hereby approves the following list of Volunteers:

Name Position Address Volunteer 8 Cornell Street, Roslindale, MA 02131 Jennifer Warren 8066 County Road 33, Naples, NY 14512 Gwenn Stockdale-Fellows Volunteer 171 North Main Street, Naples, NY 14512 Volunteer Sean Sullivan 8842 Strong Hill Road, Naples, NY 14512 Kory Bay Volunteer 5057 Western Turnpike, Altamont, NY 12009 Volunteer Adam Reinemann

- b. Resolved, that the Board of Education hereby approve Everett R. Clark, 308 3rd Avenue, Wayland, NY 14572, to the position of Substitute Automotive Mechanic/Bus Driver effective May 25, 2016 at the rate of \$15.00/hour.
- c. Resolved, that the Board of Education hereby approves the following list of Substitutes Appointments:

NamePositionAddressJordan ShearingTeacher42 Vine Street, Naples, NY 14512Shana FullerTeacher Aide7507 Feather Street, Naples, NY 14512Shana FullerTypist7507 Feather Street, Naples, NY 14512Henry LiebentrittTeacher Aide5862 Route 64, Canandaigua, NY 14424

Voting Yes: 8 Motion Carried

Voting No: 0

Abstain: 1 Maura Sullivan

Motion: Carter Chapman 2nd: Robert Brautigam

Resolved, that the Board of Education approves calling an executive session at 8:33 p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes: 9 Motion Carried

Voting No: 0 Abstain: 0

Regular Meeting

Time out of Executive Session: 9:05 p.m.

Motion:

Carter Chapman

2nd:

Robert Brautigam

There being no further business, the Regular Meeting of June 1, 2016 is hereby adjourned at

9:05 p.m.

Voting Yes: 9 Voting No: 0 **Motion Carried**

Voting No: Abstain:

0

Dated this 1st day of June, 2016

Mitchell Ball

District Clerk

MUNICIPAL COOPERATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

5. This agreement shall be for a term of one (1) year, commencing on the 1st day of _______, 2016 and ending on the _______, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18 day of May, 2016.

The Village of Naples

By:

The Naples Central School District By:

NAPLES CENTRAL SCHOOL

FACILITY USE REQUEST

DA	ΓΕ	4/26/2016	3	_					
1.	ORG	GANIZATION N	IAME	E AND ADDRESS	Vill	age of Na	oles		
2.	FACILITIES REQUESTED pool, tennis courts, High school gym and cafeteria								
3.	TYPE OF EVENT Summer Recreation Program								
4.	ADI	MISSION CHAR	RGE (If applicable)	\$12/se	ession/chil	<u>d</u>		
5.	USE	OF FUNDS	Sup	oplies & Sta	ff				
6.	PER	RSON IN CHAR	GE A	ND PHONE #	Tracy	Gossoo 3	19-1414		
7.	DA	TE(S) OF EVEN	т _	June 27 20	16-Augı	ust 5 2016			
	но	URS OF EVENT	_	8am-4pm	-				
	SPE	CIAL NEEDS (N	- Mate	rials, equipmen	t, etc.)	Staff Us	e 2 days prior/after	prep & clean -	up
8.	NAME OF LIFEGUARD (IF POOL IS INVOLVED @ \$12/HR/Lifeguard) Lifeguards must be on the Board of Education Approved list. Contact Athletic Director, Chad Hunt, for Details. 8. COST FOR EACILITY USE (\$20/HR/Staff) =					ils.			
	Sigi	nature of Dege	miza	tion Represent	ative	4/26/ Date	s apply when no staff will 2016 	-	
Bus	ines	s Office Use O	nly:						
Fac	ility	Charges							
Life	guar	rd Charges					Signature of Building Pri	ncipal	Date
Am	ount	t Invoiced:	all the						
App	orove	ed:							
Dat	te:						Signature of Athletic Dire	ector	Date
1 c	opy t	to Organization to Building Prin to Athletic Dire to Director of I	ncipa ector				Signature of Director of	Facilities	Date
		to Business O						Revised 12	!- 10-1 5

NAPLES CENTRAL SCHOOL

FACILITY USE REQUEST

DA [*]	TE	4/26/2016	<u> </u>		
1.	OR	GANIZATION N	IAME AND ADDRESS	Village of Naples	
2.	FAC	CILITIES REQUE	STED Pool Are	a	
3.	TYF	PE OF EVENT	Family Swim		
4.	AD	MISSION CHAF	RGE (If applicable)	\$2 per person	
5.	USI	OF FUNDS	Lifeguards and	Administrative Costs	
6.	PEF	RSON IN CHAR	GE AND PHONE #	Tracy Gossoo 319-1414	
7.	DA ⁻	TE(S) OF EVEN	T 1st and 3rd	Friday of each Month	
	НО	URS OF EVENT	6-8pm		
	SPE	CIAL NEEDS (N	Materials, equipmen	t, etc.) none	
	NAME OF LIFEGUARD (IF POOL IS INVOLVED @ \$12/HR/Lifeguard) Lifeguards must be on the Board of Education Approved list. Contact Athletic Director, Chad Hunt, for Details.				
8. F	Sig	nature of orga	TUSE (\$20/HR/Staf	Charges apply when no staff will be in the buildings. 4/26/2016	
Bus	sines	s Office Use C	only:		
Fac	ility	Charges			
	_	rd Charges		Signature of Building Principal Date	
		t Invoiced:			
Dat	prove te:	ed:		Signature of Athletic Director Date	
1 c	ору 1 ору 1	to Organization to Building Print to Athletic Director of	ncipal ector	Signature of Director of Facilities Date	
Ori	Original to Business Office Revised 12-10-15				

Naples Central School District 136 North Main Street Naples, New York 14512 (585) 374-7901

Facility Use

The following is an outline of the process and protocol for Facility Use in the Naples Central School District:

- 1. Facility Use forms (Revised as of 12/10/15) will be in each Building's Main Office and the District Office.
- 2. Agents requesting use should complete all paperwork and attach the appropriate insurance certification before handing it back in to the Building Administrator.
- 3. Each Building Administrator should review the request and ensure that there are no conflicts regarding facility use. (A call to the Athletic Director is imperative).
- 4. The Building Administrator should calculate any cost involved with the agent requesting use. Record this on the Facility Use Form. NOTE: Charges apply only when no staff will be in the buildings - mostly holidays and weekends (remember that we have staff here on Saturday).
 - If the pool is requested, the Athletic Director, Chad Hunt, will select from the Board of Education approved Lifeguard list and secure a lifeguard(s). The Lifeguard will fill out a time sheet with the organization's approval and submit to business office for payment. The Agent will be billed directly for any charges.
- 5. The Building Administrator will forward the Facility Use Packet to the Athletic Director for Signature and then forward the packet to the Director of Facilities.
- 6. The Director of Facilities will review and sign the form. Upon the approval of the Director of Facilities, the packet will be forwarded to the District Office.
- 7. The District Office will review all forms and begin the invoice process if charges apply. The organization will be notified by mail or e-mail. If time sensitive, a phone call will be made. The *original* completed packet will remain in the District Office. Copies will be distributed to the Director of Facilities, Building Principals and Athletic Director via e-mail.
- 8. Please call the District/Business Office if you have any questions. We will assume that when the form arrives in the District Office your signature guarantees that all is in order.
- 10. Thank you in advance for your cooperation with this.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR USE OF DISTRICT FACILITIES

In consideration of the Naples Central School District ("the District") permitting me to use

the District's facilities located at 136 North Main St, Naples, NY, I,

Name/Location of District Facility

("the Releasor"), on behalf of myself, my heirs and assigns, and

Name
Village of Naples
hereby voluntarily release the District, its employees, officers, directors,
Name of Entity or Organization
agents, representatives, coaches and volunteers from any and all claims and causes of action of
any nature, including, but not limited, to those based on negligence, arising from, or in any
manner incident to such use of the District's facilities, and agree that I will not initiate any legal
action in any forum against the District, its employees, officers, directors, agents, representatives,
coaches and volunteers in connection with such use of the District's facilities.

I understand that by operation of this document, I agree to assume any and all risks and liabilities that may arise during and/or are associated with my use of the District's facilities.

If the District is made a party to any proceeding, action, or arbitration, on any basis arising out of the Releasor's use of the District's facilities, including but not limited to breach of contract, negligence, strict liability, or tort, by any third party, then the Releasor will indemnify and hold the District harmless for all damages, costs, and expenses in connection with such proceeding, action or arbitration, including attorneys' fees, unless it shall be determined that the District was solely negligent or solely at fault.

By my signature below, I acknowledge that I have read, understand and agree to all the terms contained herein.

Name of Individual/Organization

Using District facilities

Revised 01-31-11

4/26/2016

Date

RULES AND REGULATIONS FOR USE OF SCHOOL PROPERTY

Buildings may be used by community groups when not needed for school purposes. In case of conflict, educational considerations shall prevail. Meetings and entertainments shall be non-exclusive and shall be open to the public.

The Board of Education reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time. Notice of such action shall be given in writing to the organization concerned.

Only the facilities approved in this agreement are to be used, and they must be used only at the times designated.

In case the person in charge of the event is changed, the organization must report that fact in writing immediately to the authorizing administrator.

Organizations must assume responsibility for keeping order while they are using the facilities.

LIABILITY INSURANCE REQUIREMENTS AND RULES:

Groups or organizations permitted to use school facilities are to provide a minimum of \$1,000,000 liability insurance with the Naples Central School district named as additional insured, or provide a signed release form from the sponsoring organization; or provide a signed release form from each participant of the group.

An accident resulting in personal injury or property damage must be reported to the Board Representative in charge; if none is available, the report must be made to the building Principal. All reports must be in writing.

All costs resulting from careless use of school property, or damage to school property will be assessed against the person, group, or organization that requested use of the facility. The Board of Education or its authorized representative will determine the cost of repairs or replacement for any damage done.

REQUIRED ANNOUNCEMENTS:

- Fire Exit Locations must be announced to all groups using District Facilities. The following must be announced: "IN THE EVENT OF A FIRE, THE FIRE ALARM SYSTEM WILL RING, IF YOU HEAR THE ALARM, PLEASE MOVE IN A CALM AND ORDERLY FASHION TO THE NEAREST EXIT."
- Smoking is prohibited on school grounds at all times. The following must be announced at all events: "SMOKING IS PROHIBITED THROUGHOUT THE SCHOOL GROUNDS AT ALL TIMES.
- No alcoholic beverages are allowed. The following must be announced at all events: "ALL PERSONS FOUND TO BE UNDER THE INFLUENCE OF INTOXICATING DRINK ARE TO BE EXCLUDED FROM THE BUILDING AND GROUNDS".

ADMISSION FEES: Admission fees may be charged only when the proceeds are to be expended for an educational or charitable purpose. Exceptions are provided by law for veteran organizations and volunteer firemen.

OTHER ITEMS:

- There will be no food or refreshments brought into the auditorium or gymnasium.
- No district costumes, props, sets, lighting, or other equipment is to be used without prior permission. If a public address system is needed, notice must be given to the school at least 2 days in advance of the activity.
- Stage sets may not occupy the stage for more than five consecutive school days; and no more than ten days of rehearsals/performances are permitted on days when school is in session.
- The school's grand piano is not to be moved.
- No one is permitted on gym floors for athletic purposes unless gym shoes or socks are worn.
- All placement of property furnished by renter, or for the renter, must be placed under the supervision and approval
 of the Superintendent of Buildings. Walls and floors of the building and all other property owned by the School
 District may not be altered or disfigured, and all work on all equipment must be done under the supervision of the
 Superintendent of Buildings.
- Organizations are responsible for securing all doors/entrances used for the event/activity upon completion.

INTERMUNICIPAL AGREEMENT

This Agreement, made on 24th day of May, 2016, by and between the **Board of Education of the Naples Central School District** (hereinafter "School District") and the **Village of Naples** (hereinafter "Village").

1. <u>Objective</u>: The Village of Naples Recreation Department seeks to use the School District's pool for family and summer swimming programs.

2. <u>Term:</u> This Agreement shall commence on May 24, 2016 and terminate on June 30, 2017.

3. <u>Pool</u>:

- 3.1 Description of the Pool: The School District shall provide access to its pool and pool facilities, including locker-room for use by the Village during the term of the Agreement ("Pool").
- **3.2 Description of the Programs:** The Village will use the Pool for its Open Family Swim Nights and Summer Swimming Program. Both Programs will commence and terminate with the Term of this Agreement.
- 3.3 Condition of the Pool: The Village will maintain the general condition of the Pool in the same or better condition throughout the duration of this Agreement as it is in at the commencement of this Agreement.
- 3.4 Access, Hours, and Closing: The Parties will agree on the terms of Access to the Pool, including method and hours of access and method and responsibility for closing the Pool when not in use. These terms will be annexed to this Agreement as "Schedule A".
- **4. Consideration:** In exchange for allowing the Village to use the Pool, the School District will benefit from the Village's provision of summer swimming programs to District students and residents.

5. Responsibilities of the Village:

- **5.1 Facility USE Packet:** The Village shall complete and file a Facility USE Packet for its use of the Pool. Village shall then abide by all rules and requirements in the Facility USE Packet. The completed Facility Use Packet will be annexed to this Agreement as "Schedule B".
- **5.2 Pool Maintenance:** The Village shall be responsible for all costs and actions required for general maintenance of the Pool during Village Program hours during the term of this Agreement.
- **5.3 Lifeguards:** The Village shall employ Red Cross certified lifeguards approved by Civil Service and the Village Board. The Village shall be solely responsible for the employment of said lifeguards, including but not limited to compliance with all Federal, State and local employment laws, as well as any negligent acts or

omissions committed by said lifeguards during the term of the Agreement.

5.4 Insurance: The Village shall obtain insurance which complies with the requirements of the School District's insurance company. A certificate of insurance shall be provided to the School District on or before June 23, 2016 and attached to this Agreement under Schedule "C".

5.5 Damage to Pool:

- A. In the event of intentional damage by a participant(s), every attempt will be made to hold the perpetrators responsible for any costs associated with their decisions and actions.
- **B.** In the event of a system malfunction due to damage, the Village and School District agree to mutually investigate and determine a fair, equitable resolution.
- 5.6 Indemnification: The Village shall indemnify, defend and hold harmless the School District, its agents and employees, from any and all claims, actions, suits or expenses which arise out of or are in connection with the use of the Pool during the term of the Agreement and/or arise out of or are in connection with any other terms under this Agreement.

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

VILLAGE OF NAPLES	NAPLES CENTRAL SCHOOL DISTRIC		
By: Brian Schenk	By: Margo Ulmer		
Title: Mayor	Title: President, Board of Education		
Date: 5-24-2016	Date:		
	Approved by the Naples Board of Education on		

SCHEDULE A

ACCESS, HOURS, AND CLOSING

The following individual will be responsible for pool access and closing:

Tracy Gosso - keycard and key holder

Mary Katherine Riesenberger - will be authorized to use Mrs. Gosso's key as needed

Courtney Gursslin - NCS issued access/key

Hours of access shall be up to one half-hour prior to and after the times listed in the FacilityUse Request, Schedule B.

NAPLES CENTRAL SCHOOL FACILITY USE REQUEST

DATE 4/26/2016

1.	ORGANIZATION NAME AND ADDRES	S Village of Naples			
2.	FACILITIES REQUESTED pool, tennis courts, High school gym and cafeteria				
3.	Summer Description Dragger				
4.	\$12/accasion/obild				
5.	USE OF FUNDS Supplies & St	aff			
6.	Trony Connec 210 1414				
7.	DATE(S) OF EVENT June 27 20	016-August 5 2016			
	HOURS OF EVENT 8am-4pm				
	SPECIAL NEEDS (Materials, equipme	nt, etc.) Staff Use 2 days prior/after prep & clean - up			
	NAME OF LIFEGUARD (IF POOL IS INVOLVED @ \$12/HR/Lifeguard) tbd				
	Lifeguards must be on the Board of	Education Approved list. Contact Athletic Director, Chad Hunt, for Details.			
8.	COST FOR EACILITY WSE (\$20/HR/Sta	iff) =			
	Charges apply when no staff will be in the buildings.				
	Signature of Deganization Representative Date				
		PRINCIPAL UPON COMPLETING THE ABOVE INFORMATION.			
r	LEASE RETURN TO THE BUILDING	PRINCIPAL OPON COMPLETING THE ABOVE INFORMATION.			
Bus	siness Office Use Only:				
Eac	cility Charges				
	eguard Charges	Signature of Building Principal D	ate		
	ount Invoiced:				
	proved:				
Dat	te:	Signature of Athletic Director D	ate		
1 c	opy to Organization	Signature of Director of Facilities	Date		
	opy to Building Principal				
	opy to Athletic Director				
	opy to Director of Facilities ginal to Business Office	Revised 12-10-	.15		
J11	Smar to oddiness office	Weather 15-10-			

NAPLES CENTRAL SCHOOL

FACILITY USE REQUEST

DATE 4/26/2016

1.	ORGANIZATION NAME AND ADDRES	Village of Naples			
2.	FACILITIES REQUESTED POOL A	эа			
3.	TYPE OF EVENT Family Swim				
4.	ADMISSION CHARGE (If applicable)	\$2 per person			
5.	USE OF FUNDS Lifeguards an	d Administrative Costs		· - · · · · · · · · · · · · · · · · · ·	
6.	PERSON IN CHARGE AND PHONE #	Tracy Gossoo 319-1414	ļ .		
7.	DATE(S) OF EVENT 1st and 3r	Friday of each Month			
	HOURS OF EVENT 6-8pm				
	SPECIAL NEEDS (Materials, equipme	nt, etc.) none			
	NAME OF LIFEGUARD (IF POOL IS IN Lifeguards must be on the Board of	_ ,	tbd hletic Director, Chad Hunt, for	Details.	
8.	COST FOR FACILITY USE (\$20/HR/St	ff) =			
	Charges apply when no staff will be in the buildings.				
	4/26/2016				
r	Signature of Organization Represer		THE ADOME INCODERATION		
ŀ	PLEASE RETURN TO THE BUILDING	PRINCIPAL UPON COMPLETING	THE ABOVE INFORMATION	•	
Bus	siness Office Use Only:				
Fac	cility Charges				
	eguard Charges	Signatur	e of Building Principal	Date	
Am	nount Invoiced:				
Apı	proved:				
Dat	te:	Signatur	e of Athletic Director	Date	
	opy to Organization	Signatur	e of Director of Facilities	Date	
	opy to Building Principal opy to Athletic Director				
	opy to Director of Facilities				
	ginal to Business Office		Revise	d 12-10-15	

RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR USE OF DISTRICT FACILITIES

In consideration of the Naples Central School District ("the District") permitting me to

the District's facilities located at 136 North Main St, Naples, NY, I,

Name/Location of District Facility

("the Releasor"), on behalf of myself, my heirs and assigns, and hereby voluntarily release the District, its employees, officers, directors, agents, representatives, coaches and volunteers from any and all claims and causes of action of any nature, including, but not limited, to those based on negligence, arising from, or in any manner incident to such use of the District's facilities, and agree that I will not initiate any legal action in any forum against the District, its employees, officers, directors, agents, representatives, coaches and volunteers in connection with such use of the District's facilities.

I understand that by operation of this document, I agree to assume any and all risks and liabilities that may arise during and/or are associated with my use of the District's facilities.

If the District is made a party to any proceeding, action, or arbitration, on any basis arising out of the Releasor's use of the District's facilities, including but not limited to breach of contract, negligence, strict liability, or tort, by any third party, then the Releasor will indemnify and hold the District harmless for all damages, costs, and expenses in connection with such proceeding, action or arbitration, including attorneys' fees, unless it shall be determined that the District was solely negligent or solely at fault.

By my signature below, I acknowledge that I have read, understand and agree to all the terms contained herein.

Name of Individual/Organization

Using District facilities

4/26/2016

Date



10 Upper College Drive Alfred, New York 14802 Center for Community Education and Training (607) 587-4015 FAX: (607) 587-3295

MEMORANDUM OF UNDERSTANDING BETWEEN ALFRED STATE COLLEGE STATE UNIVERSITY OF NEW YORK

AND

NAPLES CENTRAL SCHOOL

This is a memorandum of Understanding (hereinafter referred to as an "MOU") by and between Alfred State College (hereinafter referred to "ASC") and the Naples Central School District (hereinafter referred to as the "District").

WHEREAS, each semester, certain high school students in the District wish to avail themselves of college courses offered by ASC; and

WHEREAS, ASC wishes to fulfill this request;

NOW, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. In the college semester, **fall 2016**;
- 2. The following course will be offered: MATH 1033 College Algebra

3 credit hours Biggs

- The courses will be taught at the District between the dates of September 12, 2016 January 20, 2017.
- 3. The District will pay ASC Student Accounts program fees of:
 - a. \$50.00 per credit hour per student
 - b. \$10.00 non-refundable transcript fee per student, per semester
 - c. the full amount invoiced being due October 21, 2016

IT IS FURTHER AGREED:

ALFRED STATE COLLEGE

- 1. Students, instructors, and guidance personnel must comply with ASC's high school calendar and Academic Regulations including those for course add/drop, withdrawal from college or leave of absence, and grading. Academic Regulations and the high school calendar can be found at: http://www.alfredstate.edu/continuing-education/collaborative-high-school-program
- 2. Students, instructors, and guidance personnel will notify the Center for Community Education & Training of any add/drop and withdrawal/leave of absence, per academic regulations and policies/procedures.

This MOU is for the period from September 8, 2016 – January 27, 2017.

By: _	Value B M	Date: 5/12/16
	Valerie B. Nixon	, ,
	Executive Vice President	
NAP	LES CENTRAL SCHOOL DIST	TRICT
By: _		Date:
	Superintendent	