

BOARD MEETING: Organizational
DATE: Wednesday, July 12, 2017
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

I. Meeting Called to Order

II. Pledge of Allegiance

III. Roll Call

IV. Constitutional Oath of Office

V. Adopt the Agenda of the Organizational Meeting of July 12, 2017 (Board Action)

VI. Nominations and Election of Officers

President (Board Action)

1st Vice President (Board Action)

2nd Vice President (Board Action)

Constitutional oaths of office administered by District Clerk

VII. 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 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.

VIII. Board of Education Committee Sign-up

IX. Appointment of Officers (Board Action)

- School District Clerk
- Deputy School District Clerk
- School District Treasurer
- Deputy School District Treasurer
- School District Tax Collector
- Deputy School District Tax Collector
- School District Claims Auditor

X. Other Appointments (Board Action)

- School Physician/Nurse Practitioner
- School Attorneys
- School Attorney for Personnel Relations
- Central Treasurer: Extra-Curricular Account
- Deputy Central Treasurer: Extra-Curricular Account
- Attendance Officer
- District Independent Auditor
- District Bond Counsel
- District Financial Consultant
- Committee & Sub-Committee on Special Education
- Committee on Pre-School Special Education
- Alternate CSE/CPSE Chairpersons
- Records Access Officer
- FOIL Appeals Officer
- Records Management Officer
- Asbestos LEA Designee
- Homeless Children & Youth Liaison Designee
- Title IX/ ADA Compliance Officer
- Section 504 Compliance Officer
- Surrogate Parent/Parent Representative
- Impartial Hearing Officers
- Special Education Mediation
- Medicaid Compliance Officer
- Civil Rights Compliance Officer
- Sexual Harassment Officer
- Emergency Response Coordinators
- Chemical Hygiene Officer
- Health Coordinator
- Dignity for All Students Act (DASA) Coordinator
- Chief Emergency Officer

XI. Designations (Board Action)

- Official Bank Depositories
- Official Newspaper
- Petty Cash Fund Accounts
- Chief School Officer or School Business Official to Certify Payrolls
- Chief School Officer or School Business Official as School Purchasing Agent
- Official Bank Signatories

- Chief School Officer or School Business Official to authorize award of bond anticipation notes in the absence of the Board President
- Official Board of Education Meeting Dates
- Official Board of Education Special Meeting Date

XII. Authorizations

(Board Action)

- Chief School Officer or School Business Official to approve Budget Transfers
- Chief School Officer or School Business Official or Deputy School District Clerk where applicable, authorized to sign applications for any and all Federal Funds/Grants; BOCES Contracts and Agreements
- Participation in the National School Lunch Program
- Conferences, Conventions, Workshops Attendance
- Mileage Reimbursement
- Participation in the Cooperative Bidding Program with the Board of Cooperative Educational Services
- Medical Physicals
- Re-adopt School Board Policies; Code of Ethics; and School Safety Plan
- Code of Conduct
- Chief School Officer to employ temporary, part-time, per diem or substitute personnel
- Chief School Officer to approve the travel and other business expenses of teaching and non-teaching personnel
- District Treasurer or Deputy District Treasurers to pay invoices or billings the School Business Official deems necessary to be in the best interest of the District.
- Appointment of an Impartial Hearing Officer (HO)
- Bonding of Personnel

XIII. Superintendent Recognitions & Updates

XIV. Minutes

(Board Action)

- June 21, 2017

XV. Capital Project

(Board Action)

- Professional Services Contract

XVI. Business

(Board Action)

- American Red Cross: Shelter Designation
- 2017-2018 Meal Prices
- Discards
 - High School
- Use of Facilities
- Request for Transportation

XVII. Personnel

(Board Action)

- Appointments:
 - English Teacher
 - Science Teacher
 - Building Maintenance Mechanic
- 2017-2018 Extra-Curricular: Mentors
- Summer Program Appointments: Teachers
- Summer Hours

XVIII. Consent Agenda Items

(Board Action)

- Committee on Special Education Recommendations

XIX. Executive Session

(Board Action)

XX. Adjournment

(Board Action)

Organizational Meeting

July 12, 2017

Minutes of the Organizational Meeting of the Board of Education of Naples Central School held on Wednesday, July 12, 2017 at 6:01 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Kelley Louthan
 Joseph Callaghan Gail Musnicki
 Brent Gerstner Maura Sullivan
 Jacob Hall

Members Absent: Carter Chapman

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Bridget Ashton, and Aubrey Krenzer.

Guests: Shirley Riffle, Barbara Howard, Dahl Schultz, and Diann Payne.

A quorum being present, the meeting was called to order at 6:02 p.m. by District Clerk Mitchell Ball.

Motion: Joseph Callaghan

2nd: Brent Gerstner

Resolved, that the Board of Education approves the agenda of the Organizational Meeting of July 12, 2017 as presented.

Voting Yes: 7

Motion Carried

Voting No: 0

Nominations were called for the office of President of the Board of Education. The name of Jacob Hall was placed in nomination by Joseph Callaghan, seconded by Gail Musnicki.

Voting Yes: 7

Motion Carried

Voting No: 0

Nominations were called for the office of 1st Vice President of the Board of Education. The name of Joseph Callaghan was placed in nomination by Gail Musnicki seconded by Brent Gerstner.

Voting Yes: 7

Motion Carried

Voting No: 0

Nominations were called for the office of 2nd Vice President of the Board of Education. The name of Robert Brautigam was placed in nomination by Brent Gerstner seconded by Kelley Louthan.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Maura Sullivan

2nd: Gail Musnicki

BE IT RESOLVED, that the below listed officers be approved for the 2017-2018 school year, effective for the 2017-2018 School Year:

- School District Clerk for the 2017-2018 School Year: Mitchell Ball
- Deputy School District Clerk for the 2017-2018 School Year: Pamela Claes
- School District Treasurer for the 2017-2018 School Year: Mark Socola

- Deputy School District Treasurer for the 2017-2018 School Year: Phyllis Moore
- School District Tax Collector for the 2017-2018 School Year:
Michele Barkley, at the rate of \$2,575 for the 2017-2018 School Year
- School District Deputy Tax Collector for the 2017-2018 School Year: Mitchell Ball
- School District Claims Auditor for the 2017-2018 School Year:
Evelyn Letta, at the rate of \$2,315.25 for the 2017-2018 School Year.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Gail Musnicki
2nd: Maura Sullivan

BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the below listed appointments for the 2017-2018 school year, effective July 1, 2017, with ratification of their acts performed in the ordinary course of their duties.

- School Physician/Nurse Practitioner for the 2017-2018 School Year: WorkFit Medical, LLC
- School Attorneys for the 2017-2018 School Year: The firm of Ferrara, Fiorenza P.C.
- Management of issues related to employee contracts, personnel and students for the 2017-2018 School Year: Cayuga-Onondaga BOCES Office of Personnel Relations.
- Central Treasurers: Extra-Curricular Account for the 2017-2018 School Year: Michele Barkley and Evelyn Letta, and Pamela Claes as Deputy Central Treasurer: Extra-Curricular Account in their absence.
- Attendance Officer for the 2017-2018 School Year: Matthew T. Frahm
- District Independent Auditor for the 2017-2018 School Year: The firm of EFPR Group, LLP
- District Bond Council for the 2017-2018 School Year: The firm of Timothy R. McGill.
- District Financial Consultant for the 2017-2018 School Year: The firm of Bernard P. Donegan, Inc.
- Committee on Special Education for the 2017-2018 School Year:
Chairperson - Director of Pupil Personnel
Special Education Teacher of the Student – Rebecca Slade or other
General Education Teacher of the Child – Alice Fitch or other
School Psychologists – Dr. Brian Meteyer or other
Parent of the student with a Disability
- Subcommittee on Special Education for the 2017-2018 School Year:
Chairperson - Director of Pupil Personnel
Special Education Teacher of the Student – Rebecca Slade or other
General Education Teacher of the Child – Alice Fitch or other
Parent of the student with a Disability
- Committee on Preschool Special Education for the 2017-2018 School Year:
Chairperson - Director of Pupil Personnel
Special Education Teacher Representative: Jennifer Lester or other
General Education Teacher Representative: Mary Ann Strasser or other
School Psychologists - Tammy Jo Matthews or other
County Representative
Parent of the child with a Disability

- Alternate CSE/CPSE Chairpersons: Dr. Brian Meteyer; Tammy Matthews;
or Melissa Steenburgh
- Records Access Officer for the 2017-2018 School Year: Mitchell Ball
- FOIL Appeals Officer for the 2017-2018 School Year: Mitchell Ball
- Records Management Officer for the 2017-2018 School Year: Michele Barkley.
- Asbestos LEA Designee for the 2017-2018 School Year: Chad Hunt
- Homeless Children & Youth Liaison Designee for the 2017-2018 School Year: Director of Pupil Personnel
- Title IX/ ADA Compliance Officer for the 2017-2018 School Year: Matthew T. Frahm
- Section 504 Compliance Officer for the 2017-2018 School Year: Director of Pupil Personnel
- Surrogate Parent/Parent Representative: Sandra Elwell
- Impartial Hearing Officers: List as per NYSED Impartial Hearing Reporting System (IHRS)
- Special Education Mediation: NYS Dispute Resolution Association/Center for Dispute Settlement
- Medicaid Compliance Officer for the 2017-2018 School Year: Director of Pupil Personnel
- Civil Rights Compliance Officer for the 2017-2018 School Year: Matthew T. Frahm
- Sexual Harassment Officer for the 2017-2018 School Year: Matthew T. Frahm
- Emergency Response Coordinators for the 2017-2018 School Year:
Elementary School Building – Kristina A. Saucke, Elementary Principal
High School Building – E. Bridget Ashton, Secondary Principal
- Chemical Hygiene Officer for the 2017-2018 School Year: Chad Hunt
- Health Coordinator for the 2017-2018 School Year: Alyson Powers
- Dignity for All Students (DASA) Coordinators for the 2017-2018 School Year:
Kristina Saucke, Elementary Principal
E. Bridget Ashton, Secondary Principal
- Chief Emergency Officer for the 2017-2018 School Year: Matthew T. Frahm

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Brent Gerstner

2nd: Joseph Callaghan

BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the designations as listed for the 2017-2018 school year.

- The following banks are hereby designated as the Naples Central School District Depositories for the 2017-2018 School Year, and be it resolved, that in compliance with Section 53A and Section 254 of the State Education Law, amended 1935, as Board of Education of the Naples Central School District, we direct that all funds received by the treasurer, tax collector and treasurer of the internal and extra-curricular funds and securities for investments as a 3rd party bank shall be deposited in: Five Star Bank
Chase Manhattan Bank
- Official School Newspaper for the 2017-2018 School Year: The Daily Messenger.
- The establishment of Petty Cash Funds for the 2017-2018 School Year:
High School Office - \$100.00
School Lunch - \$123.00

- Authorization is given for the Chief School Officer or School Business Official to certify payrolls of the district for the 2017-2018 School Year.
- Authorization is given for the Chief School Officer or School Business Official to be designated as School Purchasing Agents for the 2017-2018 School Year.
- Authorization is given for the School Business Official, the School District Treasurer, the Deputy District Treasurers, or the Deputy School District Clerk to act as Official Bank Signatories.
- Authorization is given for the Chief School Officer or School Business Official to authorize the award to the low bidder for bond anticipation notes in the absence of the Board President.
- The Board of Education meeting dates for the 2017-2018 School Year are designated as follows:

July 12, 2017	November 1, 2017	January 31, 2018	May 15, 2018
August 8, 2017	November 15, 2017	February 14, 2018	June 6, 2018
September 6, 2017	December 6, 2017	March 7, 2018	June 20, 2018
September 20, 2017	December 20, 2017	March 21, 2018	
October 4, 2017	January 3, 2018	April 18, 2018	
October 18, 2017	January 17, 2018	May 2, 2018	

- The Board of Education Special Meeting date for the 2017-2018 School Year is designated as follows: April 25, 2018 – WFL BOCES Budget and Board Member Vote

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Joseph Callaghan

2nd: Gail Musnicki

- Authorization is given for the Chief School Officer or School Business Official to approve Budget Transfers up to \$25,000.00 for the 2017-2018 School Year and to provide the Board of Education with monthly reports on such transfers.
- Authorization is given for the Chief School Officer, School Business Official or Deputy School District Clerk where applicable, to act as the representative of the school district and to sign all applications in conjunction with any and all Federal and State aid projects, BOCES Contracts and Agreements as well as local agency contracts with Board of Education approval.
- Naples Central School District, responsible for administration of one or more schools referred to as the School Food Authority (SFA), has entered into agreement to participate in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction.

The SFA assures the State Education Department that the school system will uniformly implement the policy with respect to determining the eligibility of children for free and reduced price meals in each school building under its jurisdiction which participates in the programs mentioned above as per the Policy Statement for Free and Reduced Price Meals or Free Milk.

- Authorization is hereby given for board members to attend NYS educationally related conferences, workshops and conventions during the 2017-2018 School Year, expenses paid by the District, with out of state conferences, workshops and conventions to be decided by the Board of Education.
- Authorization is given to establish a mileage reimbursement rate at the Internal Revenue Service business rate per mile for the 2017-2018 School Year.

- Authorization is given to participate in the Board of Educational Services of Ontario, Seneca, Wayne, and Ontario Counties Cooperative Bidding Program:

WHEREAS, The Board of Education of the Naples Central School District of New York State desires to participate in a Cooperative Bidding Program conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase of Various Commodities and/or Services. And...

WHEREAS, The Board of Education of the Naples Central School District of New York State is desirous of participating with the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o. And...

WHEREAS, The Board of Education of the Naples Central School District of New York State has appointed the Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education, Naples Central School District of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That the Board of Education of the Naples Central School District of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That the Board of Education of the Naples Central School District of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services...And...

BE IT FURTHER RESOLVED, That the Board of Education of the Naples Central School District of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That the Superintendent of Schools, on behalf of the Board of Education of the Naples Central School District of New York State hereby is authorized to participate in cooperative bidding conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for various commodities and/or services and if requested to furnish the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an estimated minimum number of units that will be purchased by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

Available bid participation items are:

Fresh Fruits & Vegetables	Exhaust Parts & Supplies
Telecommunications Network services	Vehicle Chassis & Related Parts
First Aid Supplies and Equipment	Automotive Belts, Hoses & Wiper Parts
Paper: Copy, Card, Computer, NCR, Misc. & Envelopes	Nuts, Bolts, Fasteners, Hose Clamps & Brass Fittings
Classroom, Office Furniture (NYS Contracts Group 20915)	Emissions & Misc. Engine Parts
Classroom Supplies (NYS Contracts Group 23100)	Batteries, Starters & Alternators
Athletic, Physical Education Supplies and Equipment	Automotive Fluids & Filters
Office Supplies (NYS Contracts Group 23000)	Roofing Services
Milk and Milk Products	General Construction Services
Electricity	Electrical Services
Bread and Bread Products	HVAC Services
Cafeteria Paper, Supplies & Cleaning Products	Plumbing Services
Ice Cream	HVAC Filters & Boiler Maintenance Kits
Natural Gas	Moving Services
Electric Supplies	Custodial Supplies
Master Lease Purchase Agreement	Trash Bags
Meat, Meat Products, Cheese, Frozen Foods, Canned, & Packaged Food (NYS Contract Group 02450)	Custodial, Medical & Cafeteria Gloves
Calculators	Custodial Paper
Batteries	Masonry Services
Brake Parts & Supplies	Painting Services
Electrical Parts & Supplies	Personalized Learning
OEM Parts & Supplies	HVAC/R Supplies

- Authorization is given for the Chief School Officer to require an employee to submit to a medical examination to determine his/her fitness to continue employment, and to make such arrangements as are necessary to effectuate this resolution.
- Authorization is given that all School Board Policies, Code of Ethics, and School Safety Plan, as previously established, be re-adopted for the 2017-2018 School Year.
- Authorization is given to approve the Code of Conduct for the Naples Central School District per the requirements of the Project SAVE Legislation (Education Law Sections 2801 and 100.2.I of the Commissioner's Regulations.)
- Authorization is given to the Chief School Officer to employ temporary, part-time, per diem, or substitute personnel on an emergency basis.
- Authorization is given for the Chief School Officer to approve the travel and other business expenses of teaching and non-teaching personnel under adopted board policy, including advance payments.
- Authorization is given for the District Treasurer or Deputy District Treasurers to pay invoices or billings offering discounts and to pay billings for retirement, federal and state taxes, scholarships, liability and health insurance, employee voluntary deductions, and other invoice or billings the School Business Official deems necessary to be in the best interest of the District.

- Authorization for appointment of an Impartial Hearing Officer:

BE IT RESOLVED, that the current list of certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are identified as available to serve in this District, and the list as amended from time-to-time by the State Education Department and posted on the web-based IHO reporting system as the District's list of Impartial Hearing Officers.

BE IT ALSO RESOLVED, that the School District Clerk and Chief School Officer or Chief School Officer's designee shall select certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are available to

serve in the District from the list of Impartial Hearing Officers who are certified by the Commissioner of Education of New York State; and document the rotational selection process and engage in the ministerial acts necessary to determine the first available impartial hearing officer for selection in each particular case. The State Education Department's then-current published list on the web-based Impartial Hearing Officer Reporting System will constitute the District's list of names and statement of the qualifications of each Hearing Officer.

BE IT ALSO RESOLVED, that when an Impartial Hearing Officer must be appointed at a time when the Board of Education is not in session or between board meetings, the Board President or Vice-President are authorized to appoint the first available hearing officer to serve in a particular case. In the event that neither the Board President nor Vice President is available to make such an appointment, any member of the Board may appoint the first available hearing officer to serve on a particular case. Board Member appointment of an Impartial Hearing Officer to conduct a hearing shall be promptly reported to the Board.

- Authorization is given to approve the Bonding of Personnel in the amount of \$1,000,000 each:

Chief School Officer	School District Treasurer
School Business Official/School District Clerk	Deputy School District Treasurer
Deputy School District Clerk	Internal Claims Auditor
School District Tax Collector	Central Treasurer & Deputy Central Treasurer
Deputy School District Tax Collector	for Extra-Classroom Activity Funds

Voting Yes: 7

Motion Carried

Voting No: 0

Superintendent Recognitions & Updates

Superintendent Matthew Frahm noted that there is currently a Board of Education seat available that was vacated by Board of Education President Margo Ulmer. Mr. Frahm provided details surrounding the process to fill the position and details of the term.

Mr. Frahm provided an update of homeschooler participation in district activities. A period of comment by Board of Education Members followed.

Mr. Frahm gave an update on the process surrounding the hiring of a Director of Pupil Personnel Services.

Mr. Frahm spoke about a presentation that High School Principal Elizabeth Ashton, Elementary Principal Kristina Saucke, and Teacher on Special Assignment Anneke Radin-Snaith gave at the Wayne-Finger Lakes Leadership Academy relating to a personalized approach to professional learning.

Mr. Frahm passed around the Board of Education contact list and asked members to update information if necessary.

Mr. Frahm spoke about the Rotary event "Walk of Life" and noted associated details relating to time, location, and participation.

Mr. Frahm noted that the Board of Education annual retreat would be held August 8th and provided some details surrounding the day.

Motion: Brent Gerstner

2nd: Gail Musnicki

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

- Regular Meeting of June 21, 2017

Voting Yes: 7 Motion Carried

Voting No: 0

Motion: Joseph Callaghan

2nd: Kelley Louthan

Resolved, by the Naples Central School District Board of Education as follows:

1. The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Naples Central School District.
2. Said firm shall be compensated for its services to be rendered in accordance with its Letter of Services dated June 22, 2017.
3. The School District Superintendent is hereby authorized to sign the Letter of Services.
4. This resolution shall take effect immediately.

Voting Yes: 7 Motion Carried

Voting No: 0

Abstentions: 0

Motion: Gail Musnicki

2nd: Maura Sullivan

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

- Authorization is given for the approval of the Disaster and Emergency Services Facility Agreement between the Naples Central School District and the Greater Rochester Chapter of the American Red Cross, as presented.
- Resolved, that approval be given to establish the following prices for the 2017-2018 Naples Central School District Breakfast/Lunch Program:
Student Lunch Price: Elementary - \$2.20
High School - \$2.45
Student Breakfast Price: Elementary & High School - \$1.45
Adult Lunch Price: \$3.61
- Resolved, that approval be given for the following discards to be declared surplus property and approval given to discard as per Policy #5250:
Eighteen (18) Graphing Calculators
Two (2) Scientific Calculators
- Resolved, that authorization is given for the use of facilities for the Naples Grape Festival, from Friday September 22, 2017 at 5:00 p.m., and continuing through Sunday, September 24, 2017 including all previous requirements and restrictions.
- Resolved, that approval be given for a transportation request from Donna Nichols-Scott for the use of one (1) bus and driver for the Naples Grape Festival for Saturday, September 23, 2017 and Sunday, September 24, 2017, at the driver's normal per diem rate of pay plus a bonus of \$100.

Voting Yes: 7 Motion Carried

Voting No: 0

Motion: Brent Gerstner**2nd: Kelley Louthan****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 appointment of Nicole J. Green, to a probationary term of three (3) years beginning on July 12, 2017 and expiring on June 30, 2020, as English Teacher, effective July 12, 2017. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification area and status is English 7-12, Permanent; Reading Teacher, Permanent. Salary for this position will be Step 18 of the 2017-2018 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- Resolved, that the Board of Education approves the appointment of Hannah L. Kimmel, to a probationary term of four (4) years beginning on July 11, 2017 and expiring on June 30, 2021, as Science Teacher, effective July 11, 2017. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification area and status is Biology 7-12, initial; Students with Disabilities – Grade 7-12, Generalist, Initial. Salary for this position will be Step 1 of the 2017-2018 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- Resolved, that the Board of Education approves the appointment of Robert Griffin, PO Box 638, Rushville, NY 14544, as Building Maintenance Mechanic, effective July 11, 2017 at the rate of \$16.89/hour.
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2017-2018 School Year, salary as per negotiated agreement:
Mentors: Matthew Green for Hannah Kimmel Aaron O'Rourke for Kara Houppert
 Brenda Boylan for Lindsay Alongi Kyle Inda for Lauren Eisinger
 Elizabeth Wolfe for Nicole Green Brittany Ritz for Christina Brennan
 Lesah McMullen for Greg Parzych Sarah Waltman for Jodie Schwartz
 Jeanne Black for Alinda Gangi
- Resolved, that the Board of Education approves the following Summer Program appointments:
Summer Academy Program Teachers, salary as per negotiated agreement:
Mary Cloninger (UPK) – Weeks 1 & 2
Anglea Lynk (UPK) – Weeks 3, 4, & 5
- Resolved, that the Board of Education approves summer hours for the following:
 - Carrie Grove, Teacher on Special Assignment, for up to twenty (20) hours at a rate of \$30/hr.

Voting Yes: 7**Motion Carried****Voting No: 0****Motion: Brent Gerstner****2nd: Kelley Louthan**

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 committee recommendations from the following meetings:

Committee on Special Education actions of 06/08/2017; 06/20/2017; and 06/22/2017.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Joseph Callaghan

2nd: Gail Musnicki

Resolved, that the Board of Education approves calling an executive session at 6:31 p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes: 7

Motion Carried

Voting No: 0

Time out of closed session: 7:26 p.m.

Motion: Maura Sullivan

2nd: Brent Gerstner

There being no further business, the Organizational Meeting of July 12, 2017 is hereby adjourned at 7:26 p.m.

Voting Yes: 7

Motion Carried

Voting No: 0

Dated this 12th day of July, 2017



Mitchell J. Ball, District Clerk



MUNICIPAL FINANCE

June 22, 2017

Mr. Matthew Frahm
Superintendent
Naples Central School District
136 North Main Street
Naples, NY 14512

Dear Mr. Frahm:

We are pleased to submit the following letter for financial consulting services in areas we might be of assistance in connection with the School District's Capital Project financings and other financial matters.

The scope of our letter is divided into six parts:

A PRE-VOTE / POST-VOTE SERVICES

PART 1 - Capital Project Pre-Vote / Authorization Process

PART 2 - Financial Management Services

B TEMPORARY FINANCING

PART 3 - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement.

C PERMANENT FINANCING

PART 4 - Sale of Registered Public Market Serial Bonds with an Official Statement.

D OTHER

PART 5 - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

PART 6 - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

BERNARD P. DONEGAN, INC.

PO BOX 70 • VICTOR, NEW YORK 14564
585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

Mr. Matthew Frahm

June 22, 2017
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A PRE-VOTE / POST-VOTE SERVICES

PART 1 - CAPITAL PROJECT PRE-VOTE / AUTHORIZATION PROCESS

The following representative items may be completed at the request of the Board of Education or School Administrators under this portion of the contract:

- (1.1) Preparation of **timetable of dates** outlining the steps leading up to project authorization approval.
- (1.2) Conference calls and **worksessions** with Capital Project Team.
- (1.3) Prepare a **report** including maximum cost allowance to be presented to the Board of Education.
- (1.4) Prepare **Tax Rate Impact Report**.
- (1.5) Attend **Board Meetings** or public information meetings.
- (1.6) Assist with **financial information** to be distributed, i.e., newsletters or press releases, as to financial impact.

Any pre-vote time spent assisting with the preparation of financial data or attending any meetings in connection with the proposed capital project will be billed at our hourly rate of \$140 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

PART 2 - FINANCIAL MANAGEMENT SERVICES

The following representative items may be completed at the request of the Board of Education or School Administrators under this portion of the contract:

- (2.1) Assist with **financial planning** and borrowings and review of borrowing options and scenarios based on cash flow.
- (2.2) Assist in the preparation of various New York **State Department of Education forms and reports** pertaining to the Capital project.
- (2.3) Prepare **interim reports** concerning financial matters of the project.

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- (2.4) Attend and participate in construction meetings, worksessions, or **Board meetings**.
- (2.5) Assist in estimating appropriate **debt service budget** figures.
- (2.6) Provide a tracking document for various State Aid forms to enhance awareness of the District for timely and sequential filing with Facilities Planning, General Aids and Services and School District Reorganization, where appropriate.
- (2.7) Complete the **SA-23, "Request for Building Aid Estimate"** for execution and filing by the District Officials. This assumes the District has received the "Approval of Plans and Specifications" and "Bond Certificate" from the State Education Department.
- (2.8) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.
- (2.9) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (2.10) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (2.11) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (2.12) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written followup and procedural suggestions for the physical handling of these instruments.
- (2.13) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, bond counsel and the Federal Reserve Bank in New York City.

The charge for any Financial Management Services will be \$140.00 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

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B TEMPORARY FINANCING

PART 3 - INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract when a bond anticipation note is issued:

- (3.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (3.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (3.3) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (3.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (3.5) Arrange for **time and location of sale**.
- (3.6) Coordinate and provide **written follow-up** among School District Officials and Bond Counsel.
- (3.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (3.8) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue and subsequently printed on the notes, if applicable.

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- (3.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the School Attorney, and School District Officials.
- (3.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$5,300 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$2,600 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

C PERMANENT FINANCING

PART 4 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract when serial bonds are issued:

- (4.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (4.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (4.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (4.4) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.

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- (4.5) Compile the information required to make application on behalf of the District for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (4.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (4.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (4.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the District Officials, Bond Counsel and selected bank.
- (4.9) Where appropriate, using **Book-Entry Only Bonds**, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (4.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (4.11) Prepare and file the **"Affidavit of Mailing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (4.12) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (4.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (4.14) Complete, have executed by School Officials, and file the **"Debt Statement"** and appended **SA-24 "Building Aid Estimate"** with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.

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- (4.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (4.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the School District Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (4.17) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (4.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (4.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the School District in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

The charge for each serial bond issue will be \$10,500 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$5,250 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

D OTHER

PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the School District, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event

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notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB"). The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the School District's issue unless the broker has verified that the School District has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered to assist with compliance will depend directly upon the amount and type of indebtedness incurred by the School District and will be billed at the firm's hourly rate.

- (5.1) **FULL DISCLOSURE** - The School District is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the School District's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District.
- (5.2) **LIMITED DISCLOSURE** - The School District is required to provide, at a minimum, certain annual financial information and operating data which is customarily prepared by the School District and is publicly available and a copy of the audited financial statements to MSRB's EMMA system. The School District must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District, if the School District's total outstanding indebtedness, including the current issue, is less than \$10,000,000.
- (5.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The School District is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the School District as "Events" occur.

PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The President of the Board of Education will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Board President will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The District must track the receipt of the issue proceeds, interest earned thereon, and payments

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made to the IRS, as agreed to by the Board President in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items will be completed at the firm's hourly rate, on an as needed basis to comply with the Internal Revenue Service Code:

- (6.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (6.2) **Track specific proceeds** of each issue, so the District may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the District on optional spending patterns.
- (6.3) Perform **Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (6.4) Assist in the completion of the **Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.
- (6.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the District at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.
- (6.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

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INVOICES

All invoices will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

PART 1 - CAPITAL PROJECT PRE-VOTE / AUTHORIZATION PROCESS – Vouchers may be submitted on a monthly basis.

PART 2 - FINANCIAL MANAGEMENT SERVICES - Vouchers may be submitted on a monthly basis.

PART 3 - BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT - Vouchers will be submitted after settlement of the Notes.

PART 4 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT - Vouchers will be submitted after settlement of the Bonds.

PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE - Vouchers will be submitted after verified filing of the required information with the specified repositories.

PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this June 22, 2017 letter of services will be at the rate of \$140.00 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

I, _____, _____ of the Naples
Central School District, accept the Bernard P. Donegan, Inc. Letter of Services for financial
consulting services as outlined above in connection with the School District's Capital Project.

(Signed) _____

(Dated) _____



**American
Red Cross**

**Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management**



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

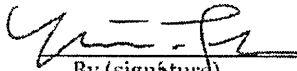
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

NAPLES CENTRAL SCHOOL DISTRICT

THE AMERICAN NATIONAL RED CROSS

Owner (legal name)

(legal name)


By (signature)

Matthew T. Frahm

By (signature)

Jose Latalladi

Name (printed)

Name (printed)

Superintendent

Disaster Program Manager

Title

Title

4/27/17

Date

Date



**American
Red Cross**

**Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management**

Red Cross:

Legal name: The American National Red Cross

**Chapter
Name:** Greater Rochester Chapter

**Chapter
address:** 50 Prince Street, Rochester, New York 14607

24-Hour Point of Contact:

Name and title: Jose Latalladi, Disaster Program Manager

Work phone: 585-241-4400 **Cell
phone/pager:** 716-248-0020

Address for Legal Notices:

50 Prince Street, Rochester, New York 14607

Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List," and attach facility list, including complete street address of each building that is part of this agreement. In addition, if only a portion of the building is part of this agreement, then include a description of that portion of the building.)

Naples Junior/Senior High School, 136 North Main Street, Naples, NY 14512

Naples Central Elementary School, 2 Academy Street, Naples, NY 14512



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

Parties and Facility

Owner:

Legal name: Naples School District

Address: 136 North Main Street, Naples, NY 14512

24-hour Point of Contact:

Name and title: Chad Hunt, Director of Facilities

585-410-4835

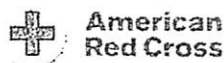
Work phone:

585-374-7975

Cell

phone/pager:

Address for Legal Notices (only if different from address above):



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross's activities at the Facility are concluded. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the expressed, written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions.

9. **Fee** (*This paragraph is not applicable when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial the applicable statement below:

- a. Owner will not charge a fee for the use of the Facility in recognition of the services the Red Cross provides to the community. Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: CW Red Cross initials: _____

10. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.*
- b. *(Only when Facility is used as a shelter or Service Center) Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.*
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities to be reimbursed by the Red Cross):*

	Owner initials	Red Cross initials
Water	<u>CW</u>	_____
Gas	<u>CW</u>	_____
Electricity	<u>CW</u>	_____
Waste Disposal	<u>CW</u>	_____



Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	CA	
Storage of supplies	CA	
Parking of vehicles	CA	
Disaster Shelter	CA	

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. **Custodial Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

NAPLES CENTRAL SCHOOL
FACILITY USE REQUEST

DATE 06/08/2017

1. ORGANIZATION NAME AND ADDRESS Naples Rotary and Historical Society

2. FACILITIES REQUESTED All PARKING AREAS, Bus Area, 50 feet of Front lawn, tables, chairs

3. TYPE OF EVENT Naples GRAPE Festival

4. ADMISSION CHARGE (If applicable) NONE

5. USE OF FUNDS Rotary and Historical Society

6. PERSON IN CHARGE AND PHONE # DONNA Scott - 585-490-1339

7. DATE(S) OF EVENT Setup ON 9/22 - EVENT 9/23 - 9/24/2017

HOURS OF EVENT FRIDAY 9/22 - 5:00 - 9:00 SAT 9/23 - SUN 9/24 9-6:00

SPECIAL NEEDS (Materials, equipment, etc.) Stage, chairs, tables, electrical & water

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 FACILITY USE (\$20/HR/Staff) = Shawn Mason & Jim DelG, Plus 2

Charges apply when no staff will be in the buildings.

Donna Scott-Ja
Signature of Organization Representative

06/08/17
Date

PLEASE RETURN TO THE BUILDING PRINCIPAL UPON COMPLETING THE ABOVE INFORMATION.

Business Office Use Only:

Facility Charges _____

Lifeguard Charges _____

Amount Invoiced: _____

Approved: _____

Date: _____

- 1 copy to Organization
- 1 copy to Building Principal
- 1 copy to Athletic Director
- 1 copy to Director of Facilities

Eloise Oshe 6/14/17

Signature of Building Principal

Date

GVA

6/14/17

Signature of Athletic Director

Date

GVA

6/14/17

Signature of Director of Facilities

Date

**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 High School & Elem. Parkway I,
Name/Location of District Facility

DONNA SCOTT ("the Releasor"), on behalf of myself, my heirs and assigns, and
Name
Naples Rotary/Historical Society 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.

DONNA SCOTT
Name of Individual/Organization
Using District facilities

Donna Scott ja
Signature

06/08/17
Date

- NOTICE-

New York State law requires that any after-hours activity conducted within a school building have an announcement of fire evacuation procedures announced as part of the activity. This is for any public or private use of the facilities. Therefore, as part of your request for use of facilities, you **MUST SIGN BELOW** acknowledging your understanding of the law and your agreement to follow the law.

I have read the above and promise to abide by the requirements of the law and announce fire evacuation procedures for the facility we are requesting should the request be approved.

Notification of fire exits: Not Using INSIDE of Buildings
(Signature)

Person who will make the announcement: _____

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:

*To Be Provided By Rotary International
IN SEPT. BEFORE EVENT - Donna Scott, JA*

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.

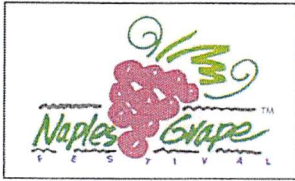
REQUIRED ANNOUNCEMENTS:

- 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.



Donna Nichols-Scott
Executive Director

(585) 490-1339 or (585) 749-2248
P.O. Box 70, Naples, New York 14512
naplesgrapefest@yahoo.com

www.naplesgrapefest.org

June 8, 2017

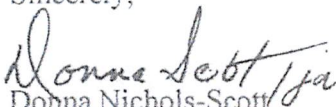
Naples Central School
136 N. Main Street
Naples, New York 14512

The Naples Grape Festival would like to request the use of 1 school bus and driver to shuttle folks to and from parking at Hazlitt. As of 6/07/2017 we have received verbal permission to use the Hazlitt grounds (written permission to arrive early July), I would like to request these resources for bus and driver.

We will once again pay the normal per diem for a driver plus a bonus of \$100 for the weekends difficulty in getting around. For the past three years the driver(s) have been pleased with the new route and able to pick up more people.

Thank you in advance for your support.

Sincerely,


Donna Nichols-Scott
Executive Director
Naples Grape Festival