BOARD MEETING: Regular

Wednesday, January 17, 2018 DATE:

TIME: 6:30 p.m.

PLACE: Naples High School Cafeteria

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

III. Adopt the Agenda of the Regular Meeting of January 17, 2018 (Board Action)

IV. Executive Session

(Board Action)

- Pledge of Allegiance V.
- VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Reponse: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Claims Auditor Report
- Department Chair Reports:
 - Library: Katie Infantino and Colleen Betrus
 - Elementary Grades 5 & 6: Aaron O'Rourke
 - Special Services UPK-6: Jennifer Lester
 - Fine Arts K-12: Julie Austin
- Measuring What We Value: Update on Priorities and Commitments
- IX. Board Reports
 - Budget Committee • Policy Committee
- X. Administrative Reports
 - Student Representative
- (Board Action) XI. Minutes
 - Regular Meeting of January 3, 2018
- XII. Election Services Agreement (Board Action) (Board Action)
- XIII. Contractual Agreement • Memorandum of Agreements: CSEA
- XIV. <u>Business</u> / Financial (Board Action)
 - Establish Extra-Curricular Club
 - Triumphant in 2021 & Beyond Club
- XV. Personnel (Board Action)
 - Appointment
 - Bus Monitor
- XVI. Consent Agenda Items (Board Action)
 - CSE & 504 Committee Recommendations
 - Substitute
 - School Bus Driver
 - Lifeguard

XVII. Adjournment (Board Action) Regular Meeting January 17, 2018

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, January 17, 3018 at _____ p.m. in the Naples High School Cafeteria. Members Present: Robert Brautigam Thomas Hawks Joseph Callaghan Kelley Louthan Carter Chapman Gail Musnicki Brent Gerstner Maura Sullivan Jacob Hall Hayden Myers Members Absent: Also Present: Matthew Frahm, Mitchell Ball, Kristina A. Saucke, E. Bridget Ashton, Katherine Piedici and Heather Clark. A quorum being present, the meeting was called to order at _____ p.m. by Board President Jacob Hall. **Motion:** 2nd: Resolved, that the Board of Education approves the agenda of the Regular Meeting of January 17, 2018 as presented. **Voting Yes: Motion Carried Voting No: Motion Denied Motion:** 2nd: Resolved, that the Board of Education approves calling an executive session at _____ p.m. for the purpose of discussing the employment history of a particular person or persons. **Voting Yes: Motion Carried Voting No: Motion Denied** Time out of Executive Session: p.m. **Motion:** 2nd: Resolved, that the Board of Education approves the minutes of the following meeting(s):

• Regular Meeting of January 3, 2018

Voting Yes:Motion CarriedVoting No:Motion Denied

Motion: 2nd:

WHEREAS, the Board wishes to obtain election services from Ontario County, for and on behalf of its Board of Elections, to be received in connection with its annual meeting and election on May 15, 2018; and

WHEREAS, Ontario County has agreed to provide election services to the School District; and

WHEREAS, the Board, after careful consideration of an agreement for the provision of election services by Ontario County to the School District, wishes to execute the agreement.

Regular Meeting January 17, 2018

NOW THEREFORE BE IT RESOLVED, that, the Board of Education hereby accepts and agrees to:

- 1. Execute the agreement for the provision of election services by Ontario County, for and on behalf of its Board of Elections, to the School District in connection with the School District's annual meeting and election on May 15, 2018.
- 2. This resolution shall take effect immediately.

Voting Yes: Motion Carried Voting No: Motion Denied

Abstentions:

Motion: 2nd:

Resolved, that the Board of Education approves the following Contractual Agreement resolution as presented:

Resolved, that the Naples Central School District Board of Education does hereby approve a
Memorandum of Agreement between the Naples CSEA and the Naples Central School District
for the purpose of modifying Appendix A, Starting Salary Ranges of the CSEA collective
bargaining agreement effective July 1, 2016 – June 30, 2019.

Voting Yes: Motion Carried Voting No: Motion Denied

Motion:

2nd:

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

- Resolved, that authorization is given to establish the following extra-curricular club:
 - Triumphant in 2021 & Beyond Club, with no stipend associated with the advisor position.

Voting Yes: Motion Carried Voting No: Motion Denied

Motion:

2nd:

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

• Resolved, that the Board of Education approves the probationary appointment of Sapphire Daniels, 155 South Main Street, Naples, NY 14512, as School Bus Monitor, effective January 18, 2018, at the rate of \$10.40/hour.

Voting Yes: Motion Carried Voting No: Motion Denied

Regular Meeting January 17, 2018

Motion:

2nd:

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 11/17/2017, 12/20/2017, 01/03/2018, and 01/04/2018.
 - Section 504 Committee actions of 12/20/2017, 01/09/2018, 01/10/2018 and 01/11/2018.
- b. Resolved, that the Board of Education hereby approves the following Substitute Appointment, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

Name Position Address

Donald Christmas School Bus Driver 17 Mount Pleasant Street, Naples, NY 14512

c. Resolved, that the Board of Education hereby approves the following Substitute Appointment effective for the day of December 20, 2017:

Name Position Address

Alyson Powers Lifeguard 5506 State Route 21, Canandaigua, NY 14424

Voting Yes:Motion CarriedVoting No:Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of January 17, 2018 is hereby adjourned at _____ p.m.

Voting Yes:Motion CarriedVoting No:Motion Denied

Board of Education Auditor Report - January 2018 Board Meeting

From October 1, 2017 – December 31, 2017 I have approved warrants 0055-0111 for a total amount of \$5,386,966.15 for the first quarter of the 2017-2018 fiscal year. The following errors have occurred and were corrected:

- 1. (4) Backup paperwork missing information (no requisitions, backup paperwork from payroll)
- 2. (2) Change of Addresses

A total of 6 errors from 666 transactions (0.009%)

Respectfully submitted,

Evelyn Letta

NAPLES CENTRAL SCHOOL

136 NORTH MAIN STREET NAPLES, NEW YORK 14512



ELECTION SERVICES AGREEMENT

This Election Services Agreement ("Agreement") is entered into between Ontario County, for and on behalf of its Board of Elections, with offices at 74 Ontario St. Canandaigua, NY 14424 (hereinafter referred to as the "Board of Elections") and the **Naples Central School District Board of Education**, with offices at 136 North Main Street, Naples, NY 14512 (hereinafter referred to as the "School Board").

WHEREAS, the School Board will hold an election on the 15th day of May, 2018, and is seeking the assistance of the Board of Elections in providing election services consisting of the provision, programming and usage of Help America Vote Act ("HAVA") compliant Voting Machines, all equipment and machine supplies necessary to conduct voting operations upon the voting machine; as well as assistance concerning voting operations prior to and on the day of the election; and

WHEREAS, pursuant to Section 3-224 of the New York State Election Law, the Board of Elections may permit school districts within the County to use its Voting Machines and other equipment, for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by the School Board; and

WHEREAS, pursuant to Education Law §2035(1), the School Board is authorized, if the Board of Elections shall consent thereto, to use voting machines belonging to the Board of Elections.

NOW THEREFORE, the parties hereto hereby enter into this Agreement applicable to the Naples Central School District Election being held on the 15th day of May, 2018, and any subsequent revote(s) related thereto (hereinafter referred to as the "Election") as follows:

- 1. The Board of Elections shall provide, program, test, deliver, install, prior to election day and retrieve after Election Day, pairs of one (1) optical scan Voting Machine and one (1) HAVA compliant ballot marking device, with privacy booths (collectively referred to as "Voting Machines") for each polling site designated by the School Board for the school election to be held on the 15th day of May, 2018, in a number deemed adequate upon mutual agreement between the parties. However, the Board of Election's obligation to provide such Voting Machines shall be subject to their availability. For purposes of this Agreement, the Voting Machines shall not be available at the time or times as may be required under the law. The Board of Elections shall notify the School District within forty (40) business days of the Election Day if the Voting Machines are unavailable for the Election.
- 2. The Board of Elections has provided a list of trained Election Inspectors to the School Board. No later than two (2) weeks prior to the Election, the School Board will send to the Board of Elections a list of Election Inspectors appointed by the School Board in accordance with Education Law Section 2025(3)(b) for review by the Board of Elections. Only Election Inspectors approved by the Board of Elections shall be used by the School Board in the Election. After such approval is given, no subsequent changes or substitutions may be made to the list of Election Inspectors without prior approval by the Board of

Elections.

- The School Board shall provide the Board of Elections and the contact designated in 3. Exhibit A to this Agreement, with the proposed ballot template as prepared by Phoenix Graphics in Rochester, NY no later than forty (40) calendar days prior to the Election. The School Board, or its designee, shall verify to the Board of Elections that it has reviewed and approved of the ballot template by signing copies of said ballot PDF no later than fifteen (15) calendar days prior to the Election, which signed copies shall be sent to the contact designated in Exhibit A to this Agreement. No later than fifteen (15) calendar days prior to the Election, the School Board, or its designee, shall forward to the Board of Elections, sent to the contact designated in Exhibit A to this Agreement, said approved ballot template, including the names of candidates for the Board of Election, their positioning on the ballot, and any budget question(s) identified by the School Board in a PDF format to Phoenix Graphics for the purpose of creating test ballots and Election Day Ballots. The School Board shall be responsible for all printing and formatting costs as invoiced by Phoenix Graphics to the School Board. All notifications under this paragraph, except for invoicing and payment, shall be made by both email and facsimile to the contacts designated in Exhibit A.
- 4. The Board of Elections shall utilize the ballot layout approved by the School Board, created and defined by Phoenix Graphics and create the live ballot for programming the machines and test ballots to test and tabulate the results cast upon the ballot.
- 5. The Board of Elections shall provide the services of Board of Elections staff to conduct pre-election testing of the Voting Machines, deliver the Voting Machines and, any other associated equipment, supplies, and provide technical assistance as needed before and on Election Day. On Election Day, Board of Elections staff shall respond with reasonable promptness to any School District polling location should a situation arise where technical assistance is needed, or the School District's election inspectors are unable to address the situation. The Board of Elections will not conduct a post-election audit unless authorized or directed to do so in accordance with the provisions of the Education Law.
- 6. Board of Elections staff shall be reasonably available to respond to the School Board's polling site(s) should a Voting Machine problem arise on Election Day. Only Board of Elections staff may move, adjust, service, or repair Voting Machines.
- The School Board shall pay for all costs incurred by the Board of Elections for the 7. services provided under this Agreement. This fee shall cover all costs associated with the equipment and services provided by the Board of Elections under this Agreement, including, but not limited to, costs associated with programming, testing, delivery, installation, servicing, repair, maintenance, retrieval, transportation and impoundment of the election machines; on-call technical staff available to immediately respond to polling locations in the event technical assistance is needed; and post-Election re-testing and auditing of Voting Machines, as well as billing for services provided under this Agreement. Such fee shall further include, but not be limited to, wages and benefits of Board of Elections staff or contractors providing the services, mileage, equipment, transportation costs, etc. contemplated under this Agreement. The fee for Voting Machine Technicians is \$20.00 per hour, per technician. The School Board shall pay the actual amount invoiced by the Board of Elections to the County of Ontario within thirty (30) days of receipt of an invoice. The School Board shall also be responsible for payment to Phoenix Graphics for services they provide under paragraph three (3) above, and the additional fee to be paid by the School Board as set forth in paragraph eight (8) below.

- 8. The School Board shall be responsible and liable for the Voting Machines provided to it hereunder, including associated equipment and supplies, while the School Board is in possession thereof. The School Board shall take all steps reasonably necessary to ensure the security of Voting Machines, equipment and supplies. The School Board further agrees that any and all Voting Machine mechanical problems/issues on Election Day will be resolved only by individuals designated by the Board of Elections for such purpose, and not by Election Inspectors appointed by the School Board. The School Board further agrees to pay for the reasonable repair or replacement costs incurred as a result of damage to any Voting Machine(s), or associated equipment and/or supplies as a result of the negligence of the School Board or its agents or employees.
- 9. The Board of Elections and/or Ontario County shall NOT be liable for any voting machine and/or equipment failure or malfunction during the 15th day of May, 2018 Election; nor shall they be liable for any costs incurred by the School Board or the Naples Central School District as a result of such failure or malfunction. The School Board and the Naples Central School District shall fully indemnify and defend Ontario County and/or the Board of Elections including the employees, agents or subcontractors thereof -- against any claims, lawsuits, or other demands (including attorney's fees and all associated costs) arising from the School District's use of the Board of Elections voting machines. The School District shall of the Board of Elections of receipt of such claim, lawsuit or demand. The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.
- 10. It is acknowledged that regarding all aspects of the Election, the aforementioned Election Inspectors shall be deemed to be agents and/or employees of the School Board; and are NOT, and shall not hold themselves out to be, employees or agents of the Board of Elections or Ontario County, nor make any claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. The School Board shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the School Board as an employer of labor or otherwise.
- 11. Prior to execution of this Agreement, the School Board shall provide proof that it is carrying general liability insurance with coverage of at least \$1,000,000 per occurrence, \$50,000 Fire Damage, \$1,000,000 general aggregate, and shall name the Ontario County Board of Elections and Ontario County as additional insureds on said policies, and provide proof thereof. Such insurance shall remain in place through at least ninety (90) days after the Election.
- 12. This Agreement shall be subject to the approval of the Naples Central School District Board of Education as well as the Ontario County Board of Supervisors.
- 13. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEROF, the undersigned parties hereto have executed this Agreement on the date(s) set forth below.

COUNTY OF ONTARIO

By:	
Charles Evangelista, Elections Commissioner	
Dated:	
Michael J. Northrup, Elections Commissioner	
Dated:	
ONTARIO COUNTY ADMINISTRATOR	
By:	
Mary Krause, County Administrator	
Dated:	
Approved as to manner and form of execution By:	
Arthur L. James III, Assistant County Attorney	
Dated:	
NAPLES CENTRAL SCHOOL DISTRICT By:	
y 1	
Matthew T. Frahm, Superintendent of Schools	
Dated: 1/1/18	
Dated. 1/11/10	
Approved by the Naples Central School District	t Board of Education by resolution
adopted on the <u>17th</u> day of <u>January</u> , <u>2018</u> .	
adopted on the <u>x.m.</u> day of <u>omnum,</u> , <u>zolo</u> .	
Mitchell J. Ball, District Clerk	

EDUCATIONAL INSTITUTION ACKNOWLEDGMENT

: ss.:

COUNTY OF ONTARIO)
On the 10th day of January, in the year 2018 before me personally
appeared Matthew T. Frahm, known to me to be the person who executed the within instrument,
who being duly sworn by me did depose and say that he resides at <u>1 Harbour Lane</u> in the Town of
Canandaigua, NY 14424, County of Ontario, State of New York; that he is Superintendent of
Naples Central School District the Institution described in said instrument; that, by authority of the
Board of Trustees of said Institution, he is authorized to execute the foregoing instrument on behalf
of the Institution for the purposes set forth therein; and that, pursuant to that authority, he executed

the foregoing instrument in the name of and on behalf of said Institution, as the act and deed of said

Notary Public

Institution.

STATE OF NEW YORK

Exhibit B <u>Purchase or Lease of Merchandise, Equipment, Food Products & Services</u>

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NAPLES CENTRAL SCHOOL

136 NORTH MAIN STREET NAPLES, NEW YORK 14512



MEMORANDUM OF AGREEMENT

By and Between

THE NAPLES CENTRAL SCHOOL DISTRICT And CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, Naples Central School Support Staff Unit

THIS IS AN AGREEMENT, entered into by and between the NAPLES CIVIL SERVICE EMPLOYEES' ASSOCIATION (hereinafter sometimes referred to as "Association) and the Naples Central School District (hereinafter sometimes referred to as "District") collectively referred to as the "parties".

WHEREAS, the parties have met to discuss the range for the starting rate of pay for Building Maintenance Mechanic as established in Appendix A, Starting Salary Ranges, of the collective bargaining agreement; and

WHEREAS, the parties have had discussions concerning this matter and have reached an agreement to modify Appendix A; and

WHEREAS, each party has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that Appendix A of the collective bargaining agreement shall be modified as follows:

- 1. The Starting Salary Range for the position of Building Maintenance Mechanic will be modified to \$12.23 \$18.35.
- 2. The parties agree that the collective bargaining agreement will be revised to reflect this agreement in the next round of collective negotiations.
- 3. This constitutes the full and complete agreement between the parties.
- 4. The parties further agree that the terms and conditions of this Memorandum of Agreement shall not be used to establish a practice, past practice or precedent in any proceeding or any matter whatsoever.

5. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

NOT WITHSTANDING THE AFORESAID THE PARTIES AGREE; All other terms and conditions of employment in effect in the Collective Bargaining agreement dated July 1, 2016 through June 30, 2019, will remain in full force and effect until the successful completion of bargaining for a successor Agreement in accordance with the New York State Labor Relations Act (Taylor Law).

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT	FOR THE ASSOCIATION
Matthew Frahm Superintendent of Schools Naples Central School District	Madalene K. Guererri President CSEA
Dated: 1/4/18	Dated:
	FOR THE ASSOCIATION
	Paul Peters CSEA Labor Relations Specialist
	Dated:
Approved at the Board of Education Meeting of	

Request to Create an Extra Curricular Club

I. Organization will be known as: Triumphant in 2021 & Beyond
II. The purpose of the organization is to: The purpose of the club is to build community within cur school students in the club will learn key time management, and executive functioning skills in our school community and peuchd. This club will neep to faster pro-social and communication skills to help them wild positive reportanships with students and staff. III. The organization will accomplish this by: Triumphant in 2021 and Beyond will be run in our success Strategies Class. Members will have targeted lessons in the categories
Mentioned above. This club will ofter real world lifestills Dractice to reinferce classroom lessons IV. The organization's advisor(s) will be: TESS NOW ble.
V. Funds will be raised by: ASSCYTED FUNDINGISERS SUCH AS D. Walentine's Day CUPCAKE FUNDINGISER SOID TO STAFF.
VI. Funds will be used for: Evals will be used for creating and cooking Classroom community meals and potential off campus VII. Stipend: YES o(NO) Tield trips.

Submitted by:

Discourse 1/4/18