

BOARD MEETING: Regular
DATE: Wednesday, January 31, 2018
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of January 31, 2018 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

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

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

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

Board 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

- February 7, 2018 Mini-Retreat
- Department Chair Reports
 - 5th and 6th Grade: Aaron O'Rourke
- Presentation on Student Survey
- Reflection on Department Chair Reports
- Reflection on Data Presentation
- Budget Update

IX. Board Reports

- Facilities Committee

X. Minutes (Board Action)

- Regular Meeting of January 17, 2018

XI. Inter-Municipal Agreement (Board Action)

- Substitute Laborer Services

XII. Contractual Agreements (Board Action)

- CSEA Memorandum of Agreements

XIII. Business / Financial (Board Action)

- Policy Updates
- 2018 Marching Band Trip

XIV. Personnel (Board Action)

- Resignation:
 - Cleaner
 - Teacher on Special Assignment: Dean of Students/District Data Coordinator
- Appointment:
 - Assistant Secondary Principal/District Data Coordinator
 - Building Maintenance Mechanic
- 2017-2018 Extra-Curricular Advisors
- Unpaid Leave

XV. Lead Evaluator (Board Action)

XVI. Consent Agenda Items (Board Action)

- CSE and CPSE Committee Recommendations
- Substitutes
 - Teachers
 - School Bus Driver
- Cleaner
- School Bus Monitor

XVII. Adjournment (Board Action)

January 31, 2018

Members Present:	Robert Brautigam	Thomas Hawks
	Joseph Callaghan	Kelley Louthan
	Carter Chapman	Gail Musnicki
	Brent Gerstner	Maura Sullivan
	Jacob Hall	Hayden Myers

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 clarifying the employment of Naples Central School District Employees at Newark Central School District, January 31, 2018 through June 30, 2018.

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 employing additional qualified School Bus Drivers.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstentions:

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 the Board of Education approves the following policies, regulations and forms as presented:
 - Policy #5640: Smoking/Tobacco Use
 - Policy #5670: Records Management
 - Policy #7320: Alcohol, Tobacco, Drugs, and Other Substances
 - Policy #7520: Accidents and Medical Emergencies
 - Policy #7560: Dignity for All Students
 - Policy #7670: Due Process Complaints
- Resolved, that the Board of Education authorizes the annual Naples Marching Band trip to 1000 Islands to participate in the Theresa Memorial Cup Competition from Saturday, May 26, 2018 through Sunday, May 27, 2018. (Itinerary attached)

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 resignation of Lori Haitz, Cleaner, with regret, last date of employment February 2, 2018.
- Resolved, that the Board of Education approves the resignation of Heather K. Clark, Teacher on Special Assignment: Dean of Students/District Data Coordinator, effective February 1, 2018, contingent upon her appointment as Assistant Secondary Principal/District Data Coordinator.
- Resolved, that the Board of Education approves the appointment of Heather Clark, to the position of Assistant Secondary Principal/District Data Coordinator, effective February 1, 2018, with a probationary term of four (4) years beginning on February 1, 2018 and expiring on January 31, 2022. 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 School District Leader, Professional, School Building Leader, Initial, Special Education, Permanent; and Pre-Kindergarten, Kindergarten and Grades 1-6, Permanent. Salary for the 2017-2018 school year will be \$75,000 plus current administrative contract provisions. 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 January 24, 2018 at the rate of \$18.35/hour.
- Resolved, that the Board of Education approves the following Extra-Curricular advisors for the 2017-2018 School Year, no stipend:
Co-Advisors Triumphant in 2021 & Beyond Club: Catherine Thayer
Therese Marble
- Resolved, that the Board of Education approves the following request for unpaid leave:
Lori Maynard, Teacher Aide: March 2, 2018 – One (1) day

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

WHEREAS, the following administrator has completed trainings which meet the requirements of 8 NYCRR 30-2.9 and the Wayne-Finger Lakes BOCES Annual Professional Performance Review Plan (APPR) for certification as a Lead Evaluator of teachers:

a.) Heather K. Clark, Assistant Secondary Principal/Data Coordinator

BE IT RESOLVED, that, upon recommendation of the District Superintendent, the above listed administrator (a) be certified as a Lead Evaluators of teachers.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

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 08/09/17, 08/15/17, 10/25/17, 12/19/17, 01/04/18, 01/09/18, 01/10/18, 01/17/18, 01/18/18, 01/22/18, and 01/25/18.
 - Committee on Preschool Special Education actions of 01/18/18, 01/19/18, and 01/23/18.
- 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:

<u>Name</u>	<u>Position</u>	<u>Address</u>
E.J. Cantu	Teacher	PO Box 428, Naples, NY 14512
Shadow Hill	Teacher	10320 Mattoon Road, Prattsburgh, NY 14873
Stacy Fleischman	School Bus Driver	4915 Route 245, Naples, NY 14512
William Henderson	Cleaner	5206 Blodgett Road, Naples, NY 14512

- c. Resolved, that the Board of Education hereby approves the following Substitute Appointment effective January 25, 2018, pending a successful background clearance report provided to the school as a result of the fingerprinting process::

<u>Name</u>	<u>Position</u>	<u>Address</u>
William Henderson	School Bus Monitor	5206 Blodgett Road, Naples, NY 14512

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of January 31, 2018 is hereby adjourned at _____ p.m.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

**INTERMUNICIPAL AGREEMENT FOR
SUBSTITUTE LABORER SERVICES**

THIS AGREEMENT dated **February ____**, **2018**, by and between the Naples Central School District, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at, 136 N Main Street, Naples, NY 14512, hereinafter referred to as "Naples CSD," and Newark Central School District, an educational corporation organized and existing under the laws of the State of New York having its principal offices at, 100 East Miller Street, Newark, NY 14513 hereinafter referred to as "Newark CSD," jointly referred to as "the Districts,"

WITNESSETH:

WHEREAS, Naples CSD employs one (1) bus driver and one (1) monitor (hereinafter jointly referred to as the "Naples employees") that have a daily bus run from Naples to Newark and Newark to Naples; and

WHEREAS, the bus driver and the monitor have a layover in Newark for, at most, (5) hours (hereinafter referred to as "layover period"); and

WHEREAS, the Newark CSD is desirous of obtaining the services of substitute laborers due to shortage of workers; and

WHEREAS, Naples CSD, is desirous of providing one (1) bus driver and one (1) monitor to perform substitute laborer duties for Newark CSD during the layover period; and

WHEREAS, Naples CSD and Newark CSD recognize the potential outstanding benefits of allowing Naples CSD employees to perform duties at Newark CSD during layover periods, which previously involved no work; and

WHEREAS, Naples CSD and Newark CSD are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide to their respective school districts; and

WHEREAS, the respective governing boards of Naples CSD and Newark CSD have, by a majority vote, approved the actions set forth in this agreement; and

WHEREAS, the respective governing boards of Naples CSD and Newark CSD have determined that it is in the best interests of each of their respective municipal corporations to enter into this municipal cooperative agreement; and

WHEREAS, a majority of the governing boards of Naples CSD and Newark CSD have, by separate resolution of each entity, approved the execution of this agreement.

WHEREAS, it is in the best interests of the Districts and each school community to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Naples CSD and Newark CSD hereby agree as follows:

1. TERM. The term of this contract shall be until June 30, 2018, commencing upon execution of this agreement. However, this contract may be renewed annually upon the mutual written consent of the parties.

2. AMENDMENT OR TERMINATION. This contract may be terminated at any time by either party upon the giving of five (5) days' written notice to the other party. In the event this contract is terminated, compensation will be made to Naples CSD for all services performed to the date of termination.

3. RIGHTS AND DUTIES OF NAPLES CSD. Naples CSD may assign one (1) bus driver and one (1) monitor to Newark CSD as follows:

3.1 The Naples employees shall be assigned to Newark CSD to perform substitute laborer duties during their layover period, which will be at most five (5) hours/day. The Naples employees will be paid directly by Naples CSD, but Newark CSD shall reimburse Naples CSD for all hours worked at Newark CSD at the applicable NYS minimum wage rate.

3.2 If needed, Naples CSD may reassign the Naples employees during periods of need to perform duties for Naples CSD, including but not limited to performing bus runs.

3.3 The hours worked at Newark CSD may only be adjusted with the consent of the Naples CSD and the Newark CSD. These adjustments should be approved prior to the adjustment being required.

3.4 If the Naples employees are required to be paid overtime, they shall be paid by Naples CSD and in accordance with Naples CSD practice and/or policy.

3.5 The parties understand that the Naples employees may only perform duties for Newark CSD if they have no duties to perform for Naples CSD.

3.6 Naples CSD will bill Newark CSD on a bi-weekly basis for services rendered by the Naples employees based on time cards submitted by the Naples employees on a weekly basis.

4. DUTIES OF NAPLES EMPLOYEES. Responsibilities of the Naples employees at Newark CSD is as follows:

4.1 The Naples employees shall act as substitute laborers and perform duties as assigned to them by the Newark CSD.

4.2 The Naples employees shall fill out a timecard for time spent working at Newark CSD and turn in said timecard to Naples CSD on a weekly basis.

5. RIGHTS AND DUTIES OF NEWARK CSD.

5.1 Newark CSD shall provide the Naples employees with any training and/or equipment required to perform their duties.

5.2 Newark CSD shall provide payment to Naples CSD for services rendered by the Naples employees one week after it receives a bill from Naples CSD.

6. PAYMENT. Newark CSD shall pay Naples CSD for such substitute laborer services for all hours worked at Newark CSD in accordance with applicable NYS minimum wage rate. Payment shall be made to Naples CSD per the arrangement discussed in paragraphs 3, 4 and 5.

7. EMPLOYMENT STATUS OF NAPLES EMPLOYEES. The Naples employees shall remain employees of the Naples CSD, and shall not be an employee of Newark CSD. The Districts acknowledge that the Naples employees shall remain responsive to directives and/or requirements received from Naples CSD. Furthermore, the Naples employees will continue to receive any and all benefits currently provided by Naples CSD.

8. DISMISSAL AND/OR WITHDRAWAL OF NAPLES EMPLOYEES.

8.1 In the event that Newark CSD wants to dismiss one or both of the Naples employees, Newark CSD must notify Naples CSD in writing the reasons for such dismissal. If the issue cannot be mutually resolved in five (5) school days, one or both of the Naples employees shall be removed from performing duties at Newark CSD.

8.2 In the event that Naples CSD wants to withdraw its employees from Newark CSD, it must notify Newark CSD. Naples CSD can withdraw its employees with one (1) day notice to Newark CSD, unless there is an emergency or situation that requires immediate removal, i.e. Naples CSD requires the Naples employees to perform a bus run. In such emergency or other situation requiring immediate removal, Naples CSD must inform Newark as soon as possible of the situation.

9. MODIFICATION. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

10. SEVERABILITY. In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

11. INDEMNITY. Naples CSD and Newark CSD agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties. In the event that either Naples CSD or Newark CSD performs or acts under this agreement in a negligent or intentional manner, causing uninsured damage or liability to the other party to this agreement, the party causing the damages or liability shall hold harmless, defend at its expense, indemnify, and make whole the other party from such damage or liability.

12. ENTIRE CONTRACT AND INCORPORATION. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded, as executed by Naples CSD and Newark CSD, is incorporated into this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

NAPLES CENTRAL SCHOOL DISTRICT

By: _____
Jacob Hall, President, Board of Education

NEWARK CENTRAL SCHOOL DISTRICT

By: _____
Russell Harris, President, Board of Education

On this 31st day of January, 2018, before me personally came Jacob Hall, to me known, who, being by me duly sworn, did depose and say that that he is the **PRESIDENT of the NAPLES CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Notary Public

On this _____ day of February, 2018, before me personally came Russell Harris, to me known, who, being by me duly sworn, did depose and say that that he is the **PRESIDENT of the NEWARK CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Notary Public

**MEMORANDUM OF AGREEMENT
BETWEEN THE CIVIL SERVICE EMPLOYEE'S ASSOCIATION INC, LOCAL 1000,
AFSCME, AFL-CIO, LOCAL 835, NAPLES CSD UNIT #7853
AND THE NAPLES CENTRAL SCHOOL DISTRICT**

The Naples Central School District (hereinafter referred to as the "District"), the CSEA, Inc. (hereinafter referred to as the "CSEA"), Richard Nisbet, Jr. and Stacy Fleischman (hereinafter referred to as the "Employees") (collectively referred to as the "Parties") are parties to a collective bargaining 2016-2019 Agreement (hereinafter referred to as the "CBA") and recognize:

WHEREAS, Richard Nisbet, Jr., a bus driver, and Stacy Fleischman, a bus monitor, are both CSEA members (hereinafter jointly referred to as the "employees"); and

WHEREAS, the employees are currently on a bus run from the Naples Central School District to the Newark Central School District ("Newark"), and that this bus run has a layover of five (5) hours between arrival and departure time; and

WHEREAS, Article XXIII, Section 23.2(7) of the CBA states that bus drivers receive a layover rate of \$11.00 per hour.

WHEREAS, bus monitors receive their hourly rate during a layover period.

WHEREAS, Newark has expressed interest to the District about utilizing the employees to perform duties at Newark during the layover period.

WHEREAS, after discussions and a mutual understanding of the unique situation, the Parties wish to resolve this matter amicably and in the best interest of the CSEA and the District.

THEREFORE, the parties mutually agree as follows:

1. During the five (5) hour layover, the employees may work at Newark and perform duties as assigned by Newark. However, the District retains the right to assign tasks to the employees during the layover period.
2. The employees shall fill out a timecard for time spent working at Newark and turn in the timecard to the District on a weekly basis.
3. To account for time spent working at Newark during the layover period, the employees will receive \$17.00/hour for time spent during the layover in lieu of the amount listed in Article XXIII, Section 23.2(7) of the CBA and/or his/her regular hourly rate.
4. The employees will remain employees of Naples CSD and continue to be entitled to the benefits and working conditions stated in the CBA.

5. This Memorandum of Agreement can be revoked by the District at any time. Furthermore, due to the unique situation described herein, this agreement shall not be subject to the grievance procedure and decisions made by the District shall be final and binding.
6. This Agreement shall be valid from the date indicated below up to and including June 30, 2018, at which time this Agreement shall become null and void, unless the Parties agree to continue this Agreement in writing.
7. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

Signed and agreed to on this _____ day of January, 2018.

For the Naples Central School District:

Matthew Frahm
Superintendent, Naples Central School District

For CSEA:

Madelene Guererri
President, Naples CSD Unit 7853

Paul D. Peters
Labor Relations Specialist, CSEA

**MEMORANDUM OF AGREEMENT
BETWEEN
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA, INC.),
LOCAL 1000, AFSCME, AFL-CIO,
NAPLES CSD SUPPORT STAFF UNIT #7853
ONTARIO COUNTY LOCAL 835,**

The Naples Central School District (hereinafter referred to as the "District") and the CSEA, Inc. (hereinafter referred to as the "CSEA"), (collectively referred to as the "Parties") are parties to a collective bargaining 2016-2019 Agreement (hereinafter referred to as the "CBA") and recognize:

1. The CSEA represents bus monitors and bus drivers employed by the District;
2. The District is currently experiencing a shortage of qualified school bus drivers and understands the strict requirements necessary to become a school bus driver; and
3. In order to address the school bus driver shortage and obtain qualified school bus drivers, the Parties wish to resolve this matter amicably and in the best interest of the CSEA and the District.

Therefore, the Parties agree as follows:

1. The District will post positions for "bus monitors." These positions will be filled by applicants who desire to become a school bus driver for the District.
2. In order to attract the best candidates, the District will hire these "bus monitors" at the applicable NYS minimum wage rate, plus an annualized stipend, which would be split up in each paycheck throughout the training period. The stipend amount will be stated in "Appendix A," and the District has discretion to increase or decrease the stipend for each candidate.
3. The District will internally designate such "bus monitors" as "bus monitor/bus driver trainees."
4. If the candidate is offered and accepts employment with the District as a "bus monitor/bus driver trainee," the candidate must sign and agree to the terms as laid out in Appendix A, which is an individual agreement with each "bus monitor/bus driver trainee." A copy of the signed agreement will be kept in the employee's personnel file.
5. While designated as "bus monitor/bus driver trainee" within the District, the employee must work towards obtaining the proper credentials to become a school bus driver. Each employee must attend and/or receive all necessary training(s), permit(s), licensing, certification(s) and any other items required by federal and/or New York state law for school bus drivers. The employee must submit all documentation to the District indicating successful completion of each of the above. Once the District

receives the proper documentation, it will reimburse the employee for these costs within two weeks.

6. Following the completion of all necessary training, permits, licensing, certification and any other items required by federal and/or New York state law for school bus drivers, the District, in its discretion, may appoint the "bus monitor/bus driver trainee" to a "bus driver" position in the District. Following appointment as a bus driver, the employee will no longer receive the stipend outlined in Paragraph 2, above, but will instead receive pay as a bus driver.
7. Starting from the date of initial hire as a "bus monitor/bus driver trainee," the employee must remain employed by the District for a minimum of three (3) years. If the employee resigns, is terminated or leaves employment from the District for any reason before the expiration of these three (3) years, the employee must repay the District, in a manner chosen solely by the District, the cost of all necessary training(s), permit(s), licensing, certification(s) and/or any other items required by federal and/or New York state law for school bus drivers, as well as the full stipend mentioned in Paragraph 2, above, and any and all costs associated with time spent at training(s).
8. The District has the discretion to end this program when it deems necessary. It will notify the CSEA of the end date of this program in writing. Any employees hired under the terms of this Agreement before the District ends this program, but who have not completed the three (3) year term, must complete the three (3) year term or reimburse the District for any and all costs pursuant to Paragraph 7, above.
9. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative, and/or CSEA Unit Officer regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.
10. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

For CSEA, Inc.



Paul D. Peters
Labor Relations Specialist

JANUARY 23, 2019

Date

Midge Guererri
CSEA Unit #7853 President

Date

For the District

Matthew Frahm
Superintendent

Date

SUBJECT: SMOKING/TOBACCO USE**School Grounds**

Tobacco use will not be permitted and no person will use tobacco on school grounds or within one hundred (100) feet of the entrances, exits, or outdoor areas of any public or private elementary or secondary schools. However, this will not apply to smoking in a residence, or within the real property boundary lines of residential real property. For purposes of this policy, "school grounds" means any building, structure, and surrounding outdoor grounds, including entrances or exits, contained within the District's preschool, nursery school, elementary or secondary school's legally defined property boundaries as registered in the County Clerk's Office; as well as all District vehicles, including vehicles used to transport children or school personnel.

"Tobacco" is defined to include any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clove cigarette, spit/spitless tobacco and any other smoking or tobacco product, (smokeless, dip, chew, snus and/or snuff) in any form.

The District also prohibits the use of electronic cigarettes or e-cigarettes, and any refill, cartridges and any other component of an electronic cigarettes or e-cigarettes (collectively known as e-cigarette) on school grounds or in District vehicles.

The use of vaporizers or any other products containing nicotine, except for current FDA-approved smoking cessation products, are also prohibited.

Off-School Grounds

Tobacco use and e-cigarette use is prohibited by students at any school-sponsored event or activity off school grounds.

Posting/Notification of Policy

In compliance with the New York State Clean Indoor Air Act, the District will prominently post its Smoking/Tobacco Use policy and signs prohibiting **all** forms of tobacco products in District buildings and other appropriate locations; and will supply a copy upon request to any current or prospective employee. The District will also designate a school official to tell individuals who smoke in a non-smoking area that they are in violation of the New York State Public Health Law, Education Law, the federal Pro-Children Act of 1994 and District policy.

The District will also ensure that this policy is communicated to staff, students, parents/guardians, volunteers, and visitors as deemed appropriate in order to orient all persons to the District's "No Smoking" Policy and environment.

(Continued)

SUBJECT: SMOKING/TOBACCO USE (Cont'd.)**Prohibition of Tobacco Promotional Items/Tobacco Advertising**

Tobacco promotional items (e.g., brand names, logos and other identifiers) are prohibited:

- a) On school grounds;
- b) In school vehicles;
- c) At school-sponsored events, including those that take place off school premises and in another state;
- d) In school publications;
- e) On clothing, shoes, accessories, gear, and school supplies in accordance with the *District Code of Conduct* and applicable collective bargaining agreements.

This prohibition of tobacco promotional items will be implemented in accordance with the *Code of Conduct* and applicable collective bargaining agreements.

In addition, tobacco advertising is also prohibited in all school-sponsored publications and at all school sponsored events. The District will request, whenever possible, tobacco free editions of periodical publications for school libraries and classroom use.

Safe and Drug-Free Schools and Communities Act, 20 USC Section 7101 et seq.

Pro-Children Act of 2001, 20 USC §§ 7181-7184, as amended by the Every Student Succeeds Act (ESSA) of 2015

Education Law §§ 409, 2801(1) and 3020-a

Public Health Law Article 13-Effective, Article 13-F, §§1399-aa(13), 1300-o

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials and Equipment
#3410 -- Code of Conduct on School Property
#7320 -- Alcohol, Tobacco, Drugs, and Other Substances (Students)
#8210 -- Safety Conditions and Prevention Instruction
District Code of Conduct

Adopted: 06/27/07

Revised: 12/12/12

Revised: 03/20/13

Reviewed: 10/16/13

Revised: 01/31/18

SUBJECT: RECORDS MANAGEMENT

The Superintendent will designate a Records Management Officer, subject to Board approval to develop and coordinate the District's orderly and efficient management program. Among other aspects, this program includes the legal disposition or destruction of obsolete records, and the storage and management of inactive records. The Records Management Officer will work with other District officials to develop and maintain this program.

The District may create a Records Advisory Board to assist in establishing and supporting the records management program. Members of this board may include the District's legal counsel, the fiscal officer, and the Superintendent or designee.

Retention and Disposition of Records

The Superintendent will retain records for such a period and dispose of them in the manner described in Records Retention and Disposition Schedule ED-1 or as otherwise approved by the Commissioner of Education.

Replacing Original Records with Microforms or Electronic Images

The District will follow procedures prescribed by Commissioner of Education to ensure accessibility and intelligibility for the life of any microform or electronic records that replace paper originals or micrographic copies.

Retention and Preservation of Electronic Records

The District will ensure that record-retention requirements are incorporated into any program, plan, or process for design, redesign, or substantial enhancement of an information system that stores electronic records. The District will also ensure that electronic records are not rendered unusable because of changing technology before their retention and preservation requirements expire.

Arts and Cultural Affairs Law § 57.19
8 New York Code of Rules and Regulations (NYCRR) Part 185

Adopted: 06/27/07
Revised: 05/02/12
Revised: 01/31/18

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board recognizes that the misuse of alcohol, drugs, tobacco, electronic cigarettes (e-cigarettes) and other illegal substances is a serious problem with legal, physical, emotional and social implications for our students, as well as the entire community. Therefore, the consumption, sharing, selling, use, or possession of alcoholic beverages, tobacco products, e-cigarettes, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored function, on school grounds and on school buses at all times. The unauthorized use or misuse of prescription and over-the-counter drugs is also prohibited.

Students are not permitted to be under the influence of alcohol or other prohibited substances on school grounds or at school-sponsored events. A school-sponsored function includes a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes.

Smoking

Smoking is not permitted and no person is permitted to smoke within one hundred (100) feet of the entrance, exits or outdoor areas of any public or private elementary or secondary schools. However, this prohibition does not apply to smoking in a residence, or within the real property boundary lines of residential real property. Similarly, the use of e-cigarettes is prohibited in school grounds, as defined in Public Health Law.

Non-medical Use of Prescription Drugs

Non-medical use of prescription drugs is prohibited. If a student is found to be in possession of these substances, he or she will be disciplined in accordance with the District *Code of Conduct*.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is be outlined in the *District's Code of Conduct on School Property*.

Education Law §§ 409 and 2801(1)
Public Health Law 1399-o

(Continued)

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials and Equipment
#3410 -- Code of Conduct on School Property
#5640 -- Smoking/Tobacco Use
#8210 -- Safety Conditions and Programs
#8211 -- Prevention Instruction
District Code of Conduct

Adopted: 06/27/07
Revised: 12/12/12
Revised: 02/25/15
Revised: 01/31/18

Students

SUBJECT: ACCIDENTS AND MEDICAL EMERGENCIES**Student Emergency Treatment**

All staff members of the District are responsible to obtain first aid care for students who are injured or become ill while under school supervision.

In most instances, first aid should be rendered and then the parent should be contacted to come to school and transport the student to the family physician. Beyond first aid, the medical care of the student is the parent's responsibility. However, the student's welfare is always the primary concern, and it is the responsibility of school personnel to exercise good judgment and care under all circumstances.

The Board encourages all staff members to become qualified to give emergency treatment through instruction in first aid, Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillators (AEDs).

Transporting an Ill or Injured Student

In the event of an illness or injury to a student, an ambulance may be called. The District will make all reasonable attempts to contact a parent or person in parental relation when determining if emergency treatment is necessary.

Insurance

The Board will approve provisions for all students to be covered by group insurance. These student accident insurance policies will be a co-insurance with family coverage(s) as primary.

Education Law Sections §§ 1604(7-a), 1604(7-b), 1709(8-a) and 1709(8-b)

NOTE: Refer also to Policy #7420 – Sports and Athletic Program

Adopted: 06/27/07

Revised: 01/31/18

Students

SUBJECT: DIGNITY FOR ALL STUDENTS ACT

The District seeks to create an environment free of harassment, bullying, and discrimination, to foster civility in its schools, and to prevent conduct which is inconsistent with its educational mission. The District, therefore, prohibits all forms of harassment and bullying of students by employees or other students on school property and at school functions. The District further prohibits discrimination against students, including, but not limited to, discriminatory acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex by school employees or other students on school property and at school functions that take place at locations off school property. In addition, other acts of harassment, bullying, or discrimination that can reasonably be expected to materially and substantially disrupt the education process may be subject to discipline or other corrective action.

Dignity Act Coordinator

In each of its schools, the District will designate at least one (1) employee holding licenses or certifications as required by the Commissioner to serve as the Dignity Act Coordinator (DAC). Each DAC will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) and sex. Training will also be provided for DACs which address: the social patterns of harassment, bullying, and discrimination, including but not limited to those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex; the identification and mitigation of harassment, bullying, and discrimination; and strategies for effectively addressing problems of exclusion, bias and aggression in educational settings. All DAC appointments will be approved by the Board.

The District will widely disseminate the name, designated school, and contact information of each DAC to all school personnel, students, and parents or persons in parental by:

- a) Listing it in the *Code of Conduct*, with updates posted on the District's website; and
- b) Including it in the *Code of Conduct's* plain-language summary provided to all parents or persons in parental relation to students before the beginning of each school year; and
- c) Providing it to parents and persons in parental relation in at least one (1) District or school mailing or other method of distribution, including, but not limited to, electronic communication or sending information home with each student. If the information changes, parents and persons in parental relation will be notified in at least one (1) subsequent District or school mailing, or other such method of distribution as soon as practicable thereafter; and
- d) Posting it in highly visible areas of school buildings; and
- e) Making it available at the district and school-level administrative offices.

(Continued)

SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)

If a DAC vacates his or her position, the District will immediately designate an interim DAC, pending approval from the Board within thirty (30) days. In the event a DAC is unable to perform his or her duties for an extended period of time, the District will immediately designate an interim DAC, pending return of the previous individual to the position.

Training and Awareness

Each year, all employees will be provided with training to promote a supportive school environment that is free from harassment, bullying, and discrimination, and to discourage and respond to incidents of harassment, bullying, and discrimination. This training may be provided in conjunction with existing professional development, will be conducted consistent with guidelines approved by the Board, and will;

- a) Raise awareness and sensitivity to potential acts of harassment, bullying, and discrimination;
- b) Address social patterns of harassment, bullying, and discrimination and the effects on students;
- c) Inform employees on the identification and mitigation of harassment, bullying, and discrimination;
- d) Enable employees to prevent and respond to incidents of harassment, bullying, and discrimination;
- e) Make school employees aware of the effects of harassment, bullying, cyberbullying, and discrimination on students;
- f) Provide strategies for effectively addressing problems of exclusion, bias and aggression;
- g) Include safe and supportive school climate concepts in curriculum and classroom management; and
- h) Ensure the effective implementation of school policy on conduct and discipline.

Rules against harassment, bullying, and discrimination will be included in the *Code of Conduct*, publicized District-wide and disseminated to all staff and parents or persons in parental relation. Any amendments to the *Code of Conduct* will be disseminated as soon as practicable following their adoption. The District will provide new employees with a complete copy of the current *Code of Conduct* upon beginning their employment, and distribute an age-appropriate summary to all students at a school assembly at the beginning of each school year.

(Continued)

SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**Reports and Investigations of Bullying, Discrimination and/or Harassment**

The District encourages and expects students who have been subjected to harassment, bullying, or discrimination, parents or persons in parental relation whose children have been subjected to this behavior; other students who observe or are told of this behavior; and all District staff who become aware of this behavior to timely report it to the Principal, Superintendent, DAC, or designee.

The Principal, Superintendent, DAC, or designee will lead or supervise a timely and thorough investigation of all reports of harassment, bullying, and discrimination. The DAC or other individual conducting the investigation may seek the assistance of the District's Civil Rights Compliance Officer in investigating, responding to, and remedying complaints.

In the event an investigation verifies that harassment, bullying, or discrimination occurred, the District will take prompt action reasonably calculated to end it, to eliminate any hostile environment, to create a more positive school culture and climate, to prevent recurrence of the behavior, and to ensure the safety of the student or students against whom the harassment, bullying, or discrimination was directed.

The Superintendent, Principal, DAC, or designee will notify the appropriate local law enforcement agency when there is a reasonable belief that an incident of harassment, bullying, or discrimination constitutes criminal conduct.

The District will timely collect information related to incidents involving harassment, bullying, and discrimination; provide required internal reports; and complete and submit any required report to the State Education Department in the manner and within the timeframe specified by the Commissioner.

Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

Any person who has reasonable cause to suspect that a student has been subjected to harassment, bullying, or discrimination by an employee or student, on school grounds or at a school function, and who acts reasonably and in good faith in reporting it to school officials, the Commissioner of Education, or law enforcement authorities, or who otherwise initiates, testifies, participates, or assists in any formal or informal proceedings, will have immunity from any civil liability that may arise from making that report, or from initiating, testifying, participating, or assisting in those proceedings. The District also prohibits any retaliatory behavior directed against any complainant, victim, witness, or any other individual who participates in reporting or investigation of an incident of alleged harassment, bullying, or discrimination.

(Continued)

SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**Publication of District Policy**

At least once during each school year, all school employees, students, and parents or persons in parental relation will be provided with a written or electronic copy of this policy, or a plain-language summary of it. The policy will include information relating to how students, parents, or parents in parental relation, and school employees may report harassment, bullying, or discrimination. Additionally, the District will strive to maintain a current version of this policy on its website at all times.

Application

Nothing in this policy or its implementing regulations should be interpreted to preclude or limit any right or cause of action provided under any local, state, or federal ordinance, law or regulation, including, but not limited to, any remedies or rights available under the Individuals With Disabilities Education Act, Title VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

Education Law §§ 10-18, 801-a, 2801, and 3214
8 New York Code of Rules and Regulations (NYCRR) § 100.2

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board of Education
#3410 -- Code of Conduct on School Property
#3420 -- Non-Discrimination and Anti-Harassment in the District
#5670 -- Records Management
#6411 -- Use of E-mail in the District
#7551 -- Sexual Harassment of Students
#7552 -- Bullying: Peer Abuse in the Schools
#7553 -- Hazing of Students
#7554 -- Student Gender Identity
#8242 -- Civility, Citizenship and Character Education/ Interpersonal Violence Prevention Education

Adopted: 10/03/12
Revised: 07/15/13
Revised: 05/20/15
Revised: 01/31/18

**SUBJECT: DUE PROCESS COMPLAINTS: SELECTION AND BOARD APPOINTMENT
OF IMPARTIAL HEARING OFFICERS****Due Process Complaints**

The District is committed to making every effort to amicably resolve disputes regarding educational programs for students with disabilities. In the event these disputes cannot otherwise be resolved, either a parent or the District may file a due process complaint challenging the identification, evaluation or educational placement of a student with a disability, or a student suspected of having a disability, or the provision of a free appropriate public education to the student. The complainant may not have an impartial due process hearing until the complainant, or the attorney representing the complainant, files a due process complaint notice that meets the requirements set forth in law for the notice. All due process hearings will be conducted in a manner consistent with the timelines and procedures set forth in law and regulation.

Except as otherwise provided by law, all requests for impartial due process hearings must be submitted within two (2) years of the date the parent or the District knew or should have known about the alleged action forming the basis of the complaint. Upon receipt or filing of the due process complaint notice, the District will provide the most current version of the procedural safeguards notice to the parents. The District will also inform parents in writing of the availability of mediation and any free or low-cost legal and other relevant services available in the area.

An impartial due process hearing will be conducted at a time and location reasonable and convenient to the parent and student involved. The hearing will be closed to the public unless the parent requests otherwise.

A student whose education is the subject of a due process complaint will remain in his or her current placement during the pendency of the impartial due process hearing unless both parties agree or as otherwise permitted by law.

Resolution Process

Prior to the opportunity for an impartial due process hearing, the District will convene a meeting with the parents and the relevant member or members of the Committee on Special Education or Committee on Preschool Special Education who have specific knowledge of the facts identified in the complaint. This meeting will provide the parents with an opportunity to discuss their complaint and the facts that form the basis of the complaint, and an opportunity to resolve the complaint with the District. The District will take steps to ensure that one or both of the parents of the student with a disability are present at the resolution meeting, and will notify parents of the meeting early enough to ensure that they have the opportunity to attend. The resolution meeting will be at a mutually agreed upon time and place, and in a location that is accessible to the parents. The District will ensure that all resolution meetings conform to the requirements set forth in the Commissioner's Regulations.

**SUBJECT: DUE PROCESS COMPLAINTS: SELECTION OF BOARD APPOINTMENT
OF IMPARTIAL HEARING OFFICERS (Cont'd.)**

The parents and the District may agree, in writing, however, to waive the resolution process or agree to use the mediation process to resolve the dispute.

Selection and Board Appointment of Impartial Hearing Officers

In the event a due process complaint notice is properly filed, the Board will arrange for an impartial due process hearing to be conducted. In these instances, the Board will immediately, but not later than two (2) business days after receipt of the due process complaint notice or mailing of the due process complaint notice to the parent, initiate the process to select an impartial hearing officer (IHO) through a rotational selection process. To expedite this process, the Board may designate one (1) or more of its members to appoint the IHO on its behalf.

The District will utilize the New York State Education Department's (SED) Impartial Hearing Reporting System (IHRS) to access the alphabetical list of the names of each IHO certified in New York State and available to serve in the District. The appointment of an IHO will be made only from this list and in accordance with the alphabetical rotation selection process and the timelines and procedures established by the Commissioner of Education. The District will record and report required information relating to the selection of IHOs and the conduct of impartial due process hearings according to the manner and schedule specified by the SED.

The District will be responsible for compensating the IHO for prehearing, hearing and post-hearing activities at the rate agreed upon at the time of the IHO's appointment. The District will also reimburse the IHO for certain travel and other hearing-related expenses in accordance with an annually determined schedule.

Administrative procedures will be developed governing the implementation of this policy.

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) § 1400 et seq.
34 Code of Federal Regulations (CFR) Part 300
Education Law §§ 4005, 4202, 4404(1) and 4410(7)
8 New York Code of Rules and Regulations (NYCRR) §§ 200.2 and 200.5

NOTE: Refer also to Policies #7313 – Suspension of Students
#7660 -- Parent Involvement for Children with Disabilities
#7690 -- Special Education Mediation

Adopted: 06/27/07
Revised: 02/24/10
Revised: 05/21/14
Revised: 01/31/18

2018 Marching Band Trip to 1000 Islands:

Dates: May 26-May 27, 2018

Purpose of trip: to have fun and represent NAPLES HIGH SCHOOL in Theresa Memorial Cup Competition

Expenses (estimated):

Transportation	
Chartered Buses	
Covered Wagon Tours	5,0500.00
Chartered 3 Triple Deck Tour Boat	
Uncle Sam's Boat Tours, Alexandria Bay	
Includes DJ and Food	4,575.00
Ramada Inn -40 rooms	3,200.00
Total Costs:	\$12,825.00

Student Expenses: \$140.00 plus 3 meals.
(Students have sales they can participate in to bring down individual costs, last year about 20 kids had their total trip covered in fundraising sales alone.)

Families of 2 or students in marching band: \$200.00 plus meals

Remainder to be covered by both the student activity account Naples Marching Band and the Naples Band Boosters, if a student can not afford the, the band boosters will cover the amount (no student will miss the trip due to lack of personal finances).

Remainder to be paid by Naples Band Boosters

Approximate Total # of students: 93

Chaperones:	11.	Mrs. Barb Mark
1. Mr. Philip Bariteau-Director	12.	Mr. Carter Chapman
2. Mrs. Kristen Bariteau	13.	Mr. Tim Houghteling
3. Mrs. Barb Hawks-Color Guard Inst.	14.	Mr. Erik Kastner
4. Mr. Kevin McLoud-Color Guard Inst.	15.	Mrs. Monica Kastner
5. Mr. Jim Collins-Band Booster VP	16.	Mrs. Lisa Quarterman
6. Mrs. Michele Collins-Band Booster Treas.	17.	Mrs. Heather Clark
7. Mrs. Siobhan Baker-Nurse	18.	Mr. Dan Clark
8. Mrs. Chris Brautigam-Band Booster Sec.	19.	Mrs. Heather Regielsperger
9. Mr. Rob Brautigam	20.	Mr. Brad Regielsperger
10. Mr. Steven Mark-Band Booster Pres.	21.	Mrs. Tammy Smith

Naples Marching Band Trip 2018

Itinerary:

Saturday, May 26, 2018

6:00 am All students must be at Naples High School
6:00-6:45 am Luggage check and load equipment trucks
6:45-7:00 am Load buses and depart – NCS
? AM Stop at Thruway stop to use bathroom facilities before arriving in Fulton!!
9:00 am Parade line up at Fulton (Fulton Memorial Day Parade)
12:00 pm Load equipment truck and buses
12:45 pm Leave for Pulaski
1:30 pm Eat lunch at McDonald's in Pulaski (315) 298-5565
3:00 pm Check in at Ramada Inn
Watertown, NY (315) 788-0700
4:15 pm Load buses
4:30 pm Leave hotel on bus for Alexandria Bay
5:15-6:15 Shop on Main Street in Alexandria Bay
6:25 pm Meet at Uncle Sam's Boat Tours
6:45 pm Board Uncle Sam's Boat Tours in Alexandria Bay (315) 482-2611
3 Hour chartered Boat Tour
10:00 pm Load buses, leave Alexandria Bay, NY
10:45 pm Arrive at hotel
11:00 pm Lights out

Sunday, May 27, 2018

8:45 am WAKE-UP-can exit your rooms
9:00 am Buffet Breakfast at Ramada Inn in Watertown
10:00 am Sign out of rooms/Load buses
10:15 am Leave Ramada Inn
10:30 am arrive at Thompson Park (Watertown, NY)
11:15 am Leave Thompson Park to go to Salmon Run Mall
11:30 am Brunch/shopping at Salmon Run Mall,
Watertown, NY (315) 788-9210
1:00 pm Board Buses from Mall to drive to Theresa, NY
2:00 pm parade line-up and warm-up
3:00 pm Rotary Memorial Day Cup Parade/Competition
4:15 pm Awards Ceremony
5:30 pm Eat at fast food restaurant in Watertown, NY
9:50 pm Arrive at NCS