

BOARD MEETING: Regular Meeting
DATE: Wednesday, September 2, 2020
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Special Meeting of September 2, 2020 (Board Action)
- IV. Executive Session (Board Action)
- V. Public Hearing
 - School Safety Plan
- VI. Pledge of Allegiance
- 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 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.
- VIII. Points of Interest
- IX. Superintendent Recognitions & Updates
 - Welcome Back Students and Staff
 - Budget Update
 - Update on School Reopening
- X. Board Reports
 - Facilities Committee
- XI. Minutes (Board Action)
 - Regular Meeting of August 5, 2020
- XII. Contractual Agreement
 - CSEA Memorandum of Agreement (Board Action)
 - NTA Memorandum of Agreement (Board Action)
- XIII. OSC State Audit Report & Corrective Actions (Board Action)
- XIV. Lead Evaluator (Board Action)
- XV. Business (Board Action)
 - Amend 2020-2021 School Calendar
 - Adult Meal Prices
- XVI. 2020-2021 Fall Coaches (Board Action)
- XVII. Personnel (Board Action)
 - Retirement Resignation
 - 2020-2021 Department Chairperson
 - School Bus Driver
 - 2020-2021 Extra-Curricular
 - Appointment
 - Out-of-Title Cook
 - Substitute Computer Services Assistant
 - Appointment
 - Fall Coaches
 - Appointment
 - Athletic Director
- XVIII. Consent Agenda Items (Board Action)
 - CPSE Committee Recommendation
 - Substitutes:
 - Food Service Helper
 - Teachers
- XIX. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, September 2, 2020 at 6:00 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Kelley Louthan
 Joseph Callaghan Steven Mark
 Carter Chapman Gail Musnicki
 Jacob Hall Maura Sullivan
 Thomas Hawks

Members Absent:

Also Present: Matthew Frahm, Jeffrey Black, Chad Hunt and Pamela Claes.

A quorum being present, the meeting was called to order at 6:00 p.m. by Board President Jacob Hall.

Motion: Carter Chapman

2nd: Maura Sullivan

Resolved, that the Board of Education approves the agenda of the Regular Meeting of September 2, 2020 as presented.

Voting Yes: 9 Motion Carried

Voting No: 0

Motion: Carter Chapman

2nd: Steven Mark

Resolved, that the Board of Education approves calling an executive session at 6:01 p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes: 9 Motion Carried

Voting No: 0

Time out of Executive Session: 6:29 p.m.

Public Hearing:

A Public Hearing to review the Naples Central School District School Safety Plan was held, for the purpose of addressing any questions, concerns or comments from the public. Superintendent Frahm noted the plan is accessible on the Naples Central School Website for the public to view. There were no questions, concerns or comments from the public.

Pledge of Allegiance

Public Comment: None

Board Response: None

Points of Interest: Board President Jacob Hall stated through NYSSBA he had been invited to meet with Congressmen Reed and Jacobs regarding school reopening and various government funding, noting among the Districts represented, Naples was the only rural school. Those present discussed the increase in spending for New York State schools which has totaled to almost 205 billion dollars in spending across the state for additional cleaning supplies; HVAC; transportation, food and nutrition costs; and PPE supplies. Discussion was also held on Internet accessibility; the difference in school funding for both public and private schools; rural schools trying to balance program and enrollment with the decrease in population; and the decrease in funding from NYS.

Superintendent's Recognitions & Updates:

Superintendent Matthew T. Frahm asked board members present if anyone was interested in attending the NYSSBA Convention, noting all activities would be online. Board Members Steven Mark, Maura Sullivan, Kelley Louthan, Jacob Hall, Thomas Hawks, and Carter Chapman expressed interest in attending the online seminars.

Matthew T. Frahm. Frahm welcomed back the Naples Central School Staff and Students stating it had been 5 ½ months since school was closed due to COVID-19. Superintendent Frahm complimented the administrative team stating they had done a tremendous amount of preparation to make sure buildings and schedules were ready to welcome people back, noting there is excitement, uncertainty, frustration, and nervousness, a lot of mixed emotions. Dr. Frahm stated about ¾ of our Elementary students will be attending school five days per week with the other ¼ of Elementary students learning remotely from home for the first 10 weeks; in the High School about 75% of students will be split into two groups, green and white, and each will come for half a week with Wednesday being rotated back and forth between the two groups, with the remaining 25% learning remotely.

Superintendent Frahm gave a re-opening update, noting with the required spacing of 6' between desks in the classroom, a lot of the shelves, extra tables, filing cabinets, etc. have had to be taken out of the classrooms to provide the maximum amount of space, adding they District has rented four Averti trailers to safely store the extra furniture. Dr. Frahm stated the District is focused on having as safe and as smooth of a start as we can, noting once we see how the start of the year goes we can make adjustments; adding we have tried to communicate on a weekly basis with or parents, faculty and staff.

Superintendent Frahm announced the District will be using an app called Operoo for all students, faculty and staff to do a daily health symptom check, noting if an individual says yes to any of the health check questions, as per NYS, they will not be able to come into school until they have a negative COVID test, adding if an individual refuses to be tested for COVID they will have to be out and symptom free for two weeks and cleared by their physician before returning to school. Discussion followed pertaining to the Operoo app; state guidance on masking of students, faculty and staff on the school bus and in the school building.

Dr. Frahm stated the District will continue to provide breakfast to students attending school, noting the District just received notification that the free breakfast and lunch program is being extended through the end of this calendar year, adding for those students who are learning remotely, the family will be responsible for picking up the meals if they so desire.

Superintendent Frahm informed the board that he had been contacted by a senior who is interested in serving as this year's student representative to the Board of Education, adding he had received a very nice email from last year's Student Representative Carter Waldeis saying he was thinking of all of us and missed them and wished them a good year.

Dr. Frahm noted that Governor Cuomo had announced athletics can start after September 21, 2020, adding additional details will be coming on Friday, stating there have been mixed reactions around the state. Discussion followed regarding possible issues with transportation; restrictions on the number of spectators; officials, etc.

Superintendent Frahm stated NYS had withheld 20% of certain State Aid payments.

School Business Administrator Dr. Black stated the District has completed their annual audit process, noting the district had a positive year due to decreases in expenditures however the District will lose approximately \$110,000 to \$120,000 of anticipated revenue from the 2019-20 school year, adding normally the District would fully fund capital reserve fund with some of that money however the auditors have recommended carrying over 6% of the fund balance to use towards covering any decrease in state aid which is being estimated at 20% through the 2020-21 school year, for a decrease from \$800,000 to \$1,200,000. Dr. Black explained how the state determines how much of a decrease in aid we may receive and stated the District is being very cautious with any spending outside of those things that are considered to be critical expenditures such as health and safety; professional development on online learning, hybrid instruction, and alternate forms of instruction; personal protective equipment; cleaning solutions; additional costs for facilities payroll; anticipated increase in substitute teacher costs; unemployment costs which have already increased; potential for increased workmen's compensation claims; anticipated increases in health insurance premiums from 10-25% for next year; liability insurance increases. Dr. Black noted the federal government has allowed the free meal program to continue through the end of the calendar year, adding the program has a high reimbursement rate.

Dr. Black stated the there was one piece of good news, noting the District tax levy is actually \$15.33/\$1,000 assessed value, forty-two cents lower per thousand dollars of assessed value than the original estimate.

School Business Administrator Black discussed school investments, noting the District is working with Bernard P. Donegan, Inc. regarding possible refinancing of some of the district's current debt, taking advantage of the current reduction in interest rates, noting the District could save approximately \$60,000/year for about eight years left on the debt, for a substantial savings.

Board discussion followed pertaining to information presented.

Board Reports:

Board of Education and Facilities Committee Member Robert Brautigam outlined items as discussed in the Facilities Committee Meeting.

Board Member Kelley Louthan asked about the status of this year's bus purchases. School Business Administrator Black stated the District had gone through with the purchase of one bus as planned which was purchased through the Transportation reserve fund, however the other two buses were to be purchased through the general fund and their purchase has been put on hold pending further budget considerations.

Motion: Maura Sullivan

2nd: Thomas Hawks

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

- Regular Meeting of August 5, 2020

Voting Yes: 9

Motion Carried

Voting No: 0

Motion: Robert Brautigam

2nd: Gail Musnicki

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: 9 Motion Carried

Voting No: 0

Abstentions: 0

Motion: Steven Mark

2nd: Joseph Callaghan

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 Teachers' Association and the Naples Central School District for the purpose of establishing the rate of pay for the Fall 2020 athletic season.

Voting Yes: 9 Motion Carried

Voting No: 0

Abstentions: 0

Motion: Kelley Louthan

2nd: Maura Sullivan

The Draft Audit Report of the 2020 audit of the Naples Central School District, entitled Network Access Controls, prepared by the State of New York, Office of the State Comptroller, Division of Local Government and School Accountability, is hereby accepted as presented and authorization given to file the report and the Corrective Action Plan for the 2020 Audit with the State of New York, Office of the State Comptroller, as presented.

Voting Yes: 9 Motion Carried

Voting No: 0

Motion: Steven Mark

2nd: Robert Brautigam

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.) Nicole Green, Secondary Principal

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: 9 Motion Carried

Voting No: 0



Naples Central School District

DISTRICT EMERGENCY RESPONSE PLAN

Commissioner's Regulation 155.17

Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

The district-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts are at risk of a wide variety of acts of violence, natural, and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response, and recovery with respect to a variety of emergencies in the school district and its schools.

The Naples Central School District continues to support this integral component of the SAVE Legislation through the regular review and updating of its contents. The Superintendent of Schools encourages and advocates this ongoing district-wide cooperation and support of Project SAVE.

General Considerations and Planning Guidelines

Purpose

The Naples Central School District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Naples Central School District Board of Education, the Superintendent of Naples Central School District appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

Identification of School Teams

As referenced in the previous section, the Naples Central School District has appointed a District-wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, administrators, parent organizations, school safety personnel, and, other school personnel. The members of the team and their positions or affiliations are as follows:

- Nicole Green (High School Principal)
- Phil Bariteau (High School Teacher)
- Sheila Brundage (Naples Ambulance)
- Pat Elwell (Fire Chief/Mechanic)
- Laura Finnan (High School Nurse)
- Laurie Fitzgerald (Elementary School Teacher)
- Matt Frahm (Superintendent/Safety Team Chair)
- Matt Green (High School Teacher)
- Carrie Grove (Elementary School Teacher on Special Assignment)
- Chad Hunt (Director of Facilities and Transportation)
- Rick Jaus (School Resource Officer—Ontario County Deputy)
- Monica Kastner (High School Counselor)
- Jason Klewicki (NYS Trooper)
- Heather Clark (Assistant Principal/Data Coordinator)
- Tammy Matthews (Elementary School Psychologist)
- Brian Meteyer (Elementary School Psychologist)
- Bill Murphy (High School Counselor)
- Katie Piedici (PPS Director)
- Darlene Wolfanger (Teacher Aide)
- Kris Saucke (Elementary School Principal)
- Melissa Steenburgh (High School Psychologist)
- Kelly VandeSande (Elementary School Nurse)
- Anneke Radin-Snaith (Director of Technology, Instruction, and PD)
- BOE Member: Tom Hawks

Concept of Operations

General protocols reflected in the District-wide School Safety Plan guide the development and implementation of the Building Safety Plans. The District-wide Safety Plan sets forth the general procedures and protocols to be adhered to at each school and serve as the standard operating procedures.

In developing the district-wide plan, key internal and external stakeholders were involved in order to garner the best local operational knowledge and the best emergency management and safety expertise in creating and revising the plan. The Naples Central School is an integral part of the community and, as such, it is important that community stakeholders are involved and understand the role of the school district and its relationship to the safety of the community at large.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the Building Safety Teams.

Upon activation of the Building Safety Teams, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified. Efforts may be supplemented by county and state resources through existing protocols.

Chief Emergency Officer

The Superintendent of Schools is the District's Chief Emergency Officer. The responsibilities of the Chief Emergency Officer are:

- Coordinating communication between school staff and first responders
- Ensuring understanding of the district-wide safety plan
- Ensuring completion and of building-level plans
- Ensuring the amendment of all plans as needed

Plan Review and Public Comment

Pursuant to Commissioner's Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The district-wide plan may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Board of Education.

Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. In addition, the Building Safety Plans will be sent to the New York State Police and the Ontario County Sheriff's Department.

This plan will be reviewed periodically during the year and will be maintained by the District-wide Safety Team. The required annual review will be completed on or before July 1 of each year after its adoption by the Board of Education. A copy of the plan will be available on the district website.

Prevention/Intervention Strategies

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance our ability to truly prevent any negative event from occurring. Prevention would always be preferred over risk reduction. However, not all such events will be prevented despite our best efforts. Therefore, we must formulate plans to intervene and reduce risk by minimizing the impact of any negative event.

This section will identify specific prevention and risk reduction strategies that have been implemented within the Naples Central School District. Many of these components serve as both prevention and risk reduction tools.

Strategies for Identifying Needs Related to Creating a Positive, Safe Learning Environment:

- Review of Academic and Behavioral Data
- Building and Grade Level Team Meetings
- Initiatives from the Character Education Committee
- Needs Assessments Conducted by the Mental Health Advisory Committee

Strategies and/or Programs Intended to Create and/or Maintain a Safe Learning Environment:

- Presentations from the School Resource Officer (SRO)
- MTSS Behavioral Supports
- Health Classroom Instruction
- Weekly Student Support Team Meetings
- Restorative Circles
- Character Education Assemblies
- Check In/Check Out Systems

- Counseling Supports
- Creation of the RISE Program
- Peer/Academic Leader Program

Efforts to Improve Communication Between and Among Students:

- Creation and Use of Grade Level List-serves
- Regular Paper and Electronic Newsletters
- District Social Media Accounts
- Restorative Circles
- Superintendent's Advisory Council
- Inclusion of Students on Certain NCS Committees

Anonymous Reporting System:

- Safe School Helpline
- Dial 1-800-4-1-VOICE, ext. 359 (418-6423) to leave information, or text 66746 then type TIPS

Training, Drills, and Exercises

The District will provide annual multi-hazard school safety training for all staff and students. For staff, the training will take place in online trainings, full-scale drills, table top exercises, and staff development programs when appropriate. For students, the trainings will involve classroom activities, full-scale drills, and assemblies. The components of this training will be consistent across the district while the means of dissemination will likely be varied due to the grade levels involved and other building specific issues. Staff training will be routinely conducted at the school level followed by age-appropriate drills with the entire school population.

The District will ensure that each building conducts drills and exercises to test the components of their respective building-level plan. The use of tabletop exercises to accomplish this task in coordination with local and county emergency response and preparedness officials may be considered when live drills are impractical or not sufficient to meet training goals. Specific drills and training will be conducted for selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. Additionally, fire, natural gas, bomb threat and alternate site evacuations may/will be conducted annually and may involve a staff drill or training session only or the entire school population.

In addition, Early Dismissal drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures will be included in the test, and parents and guardians will be notified in writing at least one week prior to such drill.

The emergency back-up generators and lighting are also tested annually and all systems verified functional without electricity.

The following are mandated as of July 1st 2016:

- 8 - Evacuation Drills (fire drills) and 4 lock down Drills every School Year.
 - 8 - Drills by December 31st
 - 4 - Evacuation Drills using secondary means of egress
 - 1 – Drill during lunch or assembly unless instruction is provided on how to do same.

Personnel Acting in School Security Capacity

Routine Precautions by all staff

All staff members are expected to immediately report to their building principal any information they have received or observations they have made regarding anything that could possibly impact the safety and security of anyone within the school community.

Note: Staff should always err on the side of safety and share such information each and every time. No detail is too small or inconsequential as individual staff may not be aware of all circumstances surrounding a particular student or concern.

Limited Access

Each school district building is tasked with implementing this policy while tailoring it to the specific needs of their building. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day – most commonly to facilitate morning arrival. Those doors that may need to remain unlocked during a portion of the school/business day should be monitored in some fashion. All entrances are to be secured shortly after the start of the instructional day.

Once secured for the instructional day, the schools may utilize an audio and/or video electronic, visitor access control system at their primary entrances that provides a means for school staff to remotely screen and approve visitors prior to actually granting them access into the building.

The schools also utilize a keyless entry / electronic access control system allowing specific access (designated days/times, buildings and entrances) to authorized personnel by presenting a programmed proximity identification card to a reading device at those entrances. This system also automatically unlocks and locks specific entrances to accommodate normal arrival, dismissal and after school activity.

Staff Photo Identification Badges

All Naples Central School District employees are issued photo identification (proximity) badges that are to be displayed at all times while on school district property to assist visitors, students and staff in identifying employees as well as possible intruders.

Visitor policy

Should an unannounced visitor appear at a classroom, office or be observed in the hallways without proper identification (visitor pass or a note from the office), staff may approach and inquire as to a subject's business or contact their school's main office immediately.

Student Sign-Out Procedures

Schools are diligent in ensuring that only those persons authorized to sign-out students are allowed to do so utilizing the applicable data maintained within School Tool. Staff may also require a photo ID if the requesting party is unknown to them and may contact a parent or guardian for confirmation when deemed appropriate.

Video Surveillance

A digital video surveillance system is in service in the Naples Central School to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

Fire Alarm

A fire detection alarm that is linked to a central monitoring station is in service at every Marcus Whitman school building. These alarms and fire response procedures are tested regularly consistent with New York State Education Department regulations.

Mass Communication System (Blackboard Connect)

The School District utilizes the Blackboard Connect mass communication system capable of making emergency notifications to all or a portion of the school community.

School Resource Officer

The District contracts with Ontario County to provide a School Resource Officer (SRO) on campus during the school day and at other district events. The SRO assumes a number of roles involving:

- Safety expert and law enforcer
- Problem solver and liaison to community partners
- Educator

** Please see a copy of the attached agreement the District has with the Ontario County Sheriff's Office regarding a SRO*

Random Drug Sniffing Canine Search

The District will occasionally conduct canine searches throughout the school year.

Vital Educational Agency Information

The District maintains general information about each educational agency located in the school district, including information on: school population, number of staff, transportation needs, and the business and home telephone numbers of key officials of each such educational agency.

Early Detection of Potentially Violent Behaviors

The District recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. As such, the District will ensure that appropriate school violence prevention and intervention training will be incorporated into phases of staff professional development.

Informative materials regarding the early detection of potentially violent behaviors shall be made available to the school community through various means that may include brochures, district-wide newsletters, and the district website.

Students, parents, and all staff are encouraged to share information regarding any student conflicts, threats or troubling behaviors with the appropriate school administrator so that an investigation can commence in a timely fashion if deemed necessary.

This communication may extend beyond the Naples Central School District personnel to include members of the District's Safety Team, Law Enforcement, Mental Health Professionals, etc., when deemed appropriate and within existing legal parameters.

Hazard Identification

The list of sites of potential emergency include: all school buildings, playground areas, properties adjacent to schools, on and off-site athletic fields, buses, and off-site field trips. Each individual Building Health and Safety Team has assessed their own facility for any unique hazards and has documented them on their respective Building Safety Plans.

Notification and Activation (Internal and External Communications)

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. Possible points of contact may include:

- 911
- Ontario County Sheriff's Office: 585-394-4560
- New York State Troop E: 585-398-4100

The process for informing educational agencies within a school district of a disaster or an act of violence include the following possible forms of communication: telephone, e-mail, district radio system, NOAA weather radio, district website, intercom or PA system, local media, Blackboard Connect Emergency Alert System, others as appropriate or necessary.

The system may specify that in the event of an emergency, or impending emergency, the district will notify all principals/designees within the district to take the appropriate action. The District will utilize the Blackboard Connect Emergency Alert System to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. The district might also use local media in some instances or post information on the district website.

Situational Responses

Multi-Hazard Response

In the event of a catastrophic emergency (fire, building collapse, etc.) the evacuation of the building and the preservation of life is the only consideration. It is anticipated that specific procedures outlined in this document, particularly as they relate to notifications, line of authority, etc., may well be violated in cases involving catastrophic emergencies.

There are many variables that could impact the manner in which the Building Safety Teams respond to a particular occurrence. These variables could include: time of day, weather, age of students, and location of students, anticipated response time of emergency responders, availability of support personnel, and availability of transportation. Specific emergency situations are identified and standard response procedures are detailed in Building-level Emergency Response Plans; however, given the aforementioned variables, it is impractical to try and map out the specific steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing injury and loss of life.

The building principal is designated as the person in charge during the initial response to any emergency at their respective school. The principal will provide leadership, organize activities and disseminate information with the assistance of the Building Safety Teams and the District Safety Team, if needed. If the principal is unavailable, or not on site, the Designated Alternate will act in their absence with the same authority and responsibility.

In most instances where this level of school response is warranted, the school will be seeking assistance from outside emergency responders in resolving the situation. As such, the immediate objective is generally to contain and manage the incident until the emergency responders arrive on scene.

Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law. By contacting 9-1-1, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

Each Building-level Emergency Response Plan includes procedures and actions that will be implemented in the event of the occurrence of a hazardous event. Such plans are not available to the public, nor are they to be included in the District-level Safety Plan.

Responses to Acts of Violence: Implied or Direct Threats

The District's policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. The following types of procedure(s) may be used by the district:

- Use of staff trained in de-escalation or other strategies to diffuse the situation.
- Inform Building Principal of implied or direct threat.
- Determine level of threat with Superintendent/Designee.
- Contact appropriate law enforcement agency, if necessary.
- Monitor situation, adjust response as appropriate, include the possible use of the Emergency Response Team.

Acts of Violence

The District's policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. The following types of procedure(s) could be used by the district:

- Determine level of threat with Superintendent/Designee.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- Inform Building Principal/Superintendent.

- If necessary, initiate lockdown procedure, and contact appropriate law enforcement agency.
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

Response Protocols

The District's selection of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings will be included in the Building-level Safety Plans. The following possible protocols are provided as examples:

- Identification of decision-makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

Arrangements for Obtaining Emergency Assistance from Local Government

Arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies include contacting:

- 911 immediately
- Ontario County Sheriff's Office: 585-394-4560
- NYS Troopers: 585-398-4100
- Naples Fire Department: 585-374-2370
- Naples Ambulance: 585-374-2170

Procedures for Obtaining Advice and Assistance from Local Government Officials

In the event of an emergency where additional advice, assistance, or assets not readily available to the District are needed; the Superintendent, his/her designee or the School Resource Officer (SRO) will contact:

- Naples Town Supervisor: 585-374-2111
- Naples Village Mayor: 585-374-2435

District Resources Available for Use in an Emergency

District resources which may be available during an emergency include all of our facilities at the campus, our buses, and other vehicles trucks. We can also contact the Town Highway Department for access to heavy equipment and other resources.

Procedures to Coordinate the Use of School District Resources and Manpower during Emergencies

The Naples Central School District will use the Incident Command System to coordinate the use of school district resources and manpower during emergencies.

Protective Action Options

Plans for taking the following actions in response to an emergency where appropriate will be included in Building-level Emergency Response Plans: school cancellation, early dismissal, evacuation, and sheltering.

Recovery

District Support for Buildings

After an incident, the safety teams will work with stakeholders to provide needed supports. Necessary resources will be deployed in order to support students, staff, and community members.

Disaster Mental Health Services

Mental health services needed will be addressed by the appropriate safety team. The Naples Central School District will activate its Critical Team to address the personal and psychological needs of the students and staff following a traumatic incident. The District's Employee Assistance Program is available for staff members. The Superintendent of Schools will make the determination for the need for outside mental health resources in the event of a disaster or other traumatic event.

Educational Resource Associates

1173 Pittsford-Victor Road, Pittsford, NY 14020 585 924 3015

216 East Main Street, Batavia, NY 14020 585 344 3866

www.educationalresourceassociates.com

For incidents of a larger magnitude, the District may need to request the services of the County and State Mental Health Agencies for support services. New York State has a statewide plan for the delivery of mental health services. These services can be accessed through Ontario County Mental Health Services or directly from the State of New York at the following numbers:

Ontario County Community Mental Health Services (585) 396-4363

Yates County Community Services Department (315) 536-5115

NYS Office of Mental Health Services - Disaster Mental Health Services (518) 474-2578

Once the incidents have been resolved, the *Superintendent* will hold a Post Incident de-briefing to discuss what transpired during the event and how the District and the Emergency Response Team can improve their response to bring resolution to the matter more quickly and efficiently

THIS AGREEMENT (this "Agreement") made September 1, 2020, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "County", and, NAPLES CENTRAL SCHOOL an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 MAIN STREET NAPLES, NY 14512, hereinafter referred to as the "School." The County and the School are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WITNESSETH:

WHEREAS, the School desires the services of a school resource officer ("SRO") in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the County, through its Sheriff's Office, desires to provide the School with a SRO; and

WHEREAS, the School and the County recognize the potential outstanding benefits of the SRO Program to the citizens of the School; and

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

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

1. **TERM.** The term of this Agreement shall be September 1, 2020, to June 30, 2021.
2. **TERMINATION.** This Agreement may be terminated at any time by either party upon the giving of ninety (90) days written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon one hundred eighty (180) days written notice. In the event this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.
3. **SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM.** The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, on-boarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect (SECUR-e) program.
4. **RIGHTS AND DUTIES OF COUNTY SHERIFF.** The County Sheriff shall assign one (1) SRO to the School as follows:
 - a. The SRO shall be assigned to the School for the number of hours defined in Schedule A attached hereto and made a part hereof for the period of this Agreement. During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by his/her assignments.

- b. The SRO may be temporarily reassigned by the County Sheriff when deemed necessary at the sole discretion of the County Sheriff. Should such reassignment occur, any hours spent by the SRO on County business outside the duties as SRO shall not be billed to the School.
- c. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the School administrator. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a SRO.
- d. The SRO will be off-campus for in-service and other training required. The SRO will not be available to the School from July 1 through August 31.
- e. The SRO, if requested to work any hours in addition to that defined in Schedule A by School administration for security, sporting events and other special projects, shall be paid by the School as provided in Paragraph 7.1 of this Agreement.

5. **DUTIES OF SCHOOL RESOURCE OFFICERS.** Instructional responsibility of the SRO at the School is as follows:

- a. The SRO shall act as an educator, counselor and police officer.
- b. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
- c. The SRO shall make available to the School faculty and students a variety of law related presentations.
- d. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School.
- e. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- f. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students.
- g. The SRO shall make himself/herself available for conference with School students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention.
- h. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.
- i. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events.
- j. The SRO shall take law enforcement action as required by law. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request and upon final approval by the County Sheriff, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus.
- k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff.
- l. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned.
- m. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and

shall make them available to the School principal or superintendent if required by law.

- n. The SRO shall not act as a School disciplinarian. However, if the School principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved. This paragraph however, shall not be interpreted to restrict the SRO's rights and responsibilities as a law enforcement officer for the County.

6. RIGHTS AND DUTIES OF THE SCHOOL.

- a. The School shall comply with all applicable federal, State and local laws, rules and regulations.
- b. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:
 - i. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
 - ii. A location for files and records which can be properly locked and secured.
 - iii. A desk with drawers, a chair, work table, filing cabinet and office supplies.
 - iv. Access to a computer and/or secretarial assistance.

7. PAYMENT.

- a. The School shall compensate the County in accordance with Schedule A attached hereto and made a part hereof. The County shall invoice the School quarterly upon execution of this Agreement and the School shall submit payment within thirty (30) days of receipt of each invoice. Any overtime costs shall be billed monthly by the County on separate invoices and shall be paid by the School within thirty (30) days.

- 8. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER.** The SRO shall remain an employee of the County Sheriff's Office, and shall not be an employee of the School. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

- 9. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.** SRO applicants must meet the following requirements and be acceptable to the School:
- a. The applicant must be a volunteer for the position of SRO.
 - b. The applicant must be a County Deputy Sheriff.
 - c. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.
2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.

4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.
 5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the County Sheriff may provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. However, the County may terminate this Agreement if no suitable replacement can be found.
11. **NOTICES.** Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Ontario County Sheriff	Naples Central School District
Kevin M. Henderson	Matthew Frahm, Superintendent
74 Ontario Street	136 North Main St.
Canandaigua, NY 14424	Naples, NY 14512

Ontario County Attorney
 Holly Adams
 20 Ontario Street
 Canandaigua, NY 14424

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

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

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

- a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School or third parties under the direction or control of the School; and
- b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.
- c. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School district or third parties under the control of the District; and
- d. To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim.
- e. 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.

18. **ENTIRE CONTRACT AND INCORPORATION.** This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded.

19. **SPECIAL RELATIONSHIP.** This Agreement does not create a "special relationship." Specifically, this Agreement is not:

1. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
2. knowledge on the part of the County's agents that inaction could lead to harm;
3. some form of direct contact between the County's agents and the injured party; and
4. evidence of a party's justifiable reliance on the County's affirmative undertaking.

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

DIGITAL SIGNATURE PAGE

**Frahm Matt-
Superintendent**

Digitally signed by Frahm Matt-
Superintendent
Date: 2020.07.15 14:52:53 EDT
Reason: Vendor approval, signature and
insurance
Location: Naples, NY 14512

Approved for Form by James, Arthur on 08/03/2020

**Young Brian-Interim
County Administrator**

Digitally signed by Young Brian-Interim
County Administrator
Date: 2020.08.04 07:23:17 EDT
Reason: County Administrator signature
Location: Canandaigua, 14424

NAPLES CENTRAL SCHOOL
136 NORTH MAIN STREET
NAPLES, NEW YORK 14512



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 2019-2023 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. The District will hire these "bus monitors" at the applicable NYS minimum wage rate.
3. The District will internally designate such "bus monitors" as "bus monitor/bus driver trainees."
4. 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.
5. 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 receive pay as a bus driver as per the current CSEA contract, Appendix A.

6. 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 and any and all costs associated with time spent at training(s).
7. 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 6, above.
8. 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.
9. 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 THE DISTRICT:

 Matthew T. Frahm
 Superintendent

 Jacob Hall,
 President, Board of Education

 Date

 Date

FOR THE ASSOCIATION:

 Madalene Guerri
 President, CSEA Unit #7853

 Paul Peters
 Labor Relations Specialist

 Date

 Date

Approved by the Naples Board of Education: _____

NAPLES CENTRAL SCHOOL
136 NORTH MAIN STREET
NAPLES, NEW YORK 14512



**MEMORANDUM OF AGREEMENT
BETWEEN
THE NAPLES TEACHERS' ASSOCIATION
AND THE
SUPERINTENDENT FOR THE
NAPLES CENTRAL SCHOOL DISTRICT**

AGREEMENT made this 2nd day of September, 2020, by and between the Naples Central School District ("District") and the Naples Teachers' Association ("Association").

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2018 - June 30, 2022; and

WHEREAS, due to the COVID-19 pandemic and mandate from the Governor of New York, the Fall 2020 athletic season has been shortened from eight weeks to six weeks; and

WHEREAS, the Association and the District have met to mutually agree to a solution for certain athletic positions;

NOW, THEREFORE, the parties agree as follows:

1. If the Board of Education appoints a unit member as a coach for a Fall 2020 sport, he/she shall receive a prorated stipend amount of 75% based on his/her applicable points plus 100% of longevity to perform all necessary duties of a coach during the shortened season.
2. Should the Fall 2020 sport season be shortened below six weeks or lengthened beyond six weeks, the District shall pro-rate the stipend accordingly, but in no case more than 100% of the stipend amount, based on applicable points plus 100% of longevity.
3. This Agreement shall apply only for the specific and limited purpose of addressing the Fall 2020 sport season affected by the outbreak of COVID-19. It shall not set any precedent or practice regarding any aspect of the collective bargaining agreement.
4. This Agreement shall expire and be of no further force and effect on June 30, 2021 unless extended in writing by the parties.
5. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

NAPLES TEACHERS' ASSOCIATION

By: _____
Scott Petrie
President, Naples Teachers' Association

Date: _____

NAPLES CENTRAL SCHOOL DISTRICT

By: _____
Matthew Frahm
Superintendent of Schools

Date: _____

Approved by the Naples Board of Education: _____

Naples Central School District

Network Access Controls

Report of Examination

2020M-82

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Report Highlights

Audit Objective

Determine whether Naples Central School District (District) officials ensured network access controls were secure.

Key Findings

District officials did not ensure that the District's network access controls were secure.

- Officials did not regularly review network user accounts and permissions to determine whether they were appropriate or needed to be disabled.
- The District had 63 unneeded network user accounts that had not been used in at least six months.

In addition, sensitive information technology (IT) control weaknesses were communicated confidentially to officials.

Key Recommendations

- Regularly review network user accounts and disable those that are unnecessary.
- Ensure all IT users have and use their own network user accounts to access the District's network.

Background

The District serves residents in the Towns of Bristol, Canadice, Canandaigua, Naples, Richmond and South Bristol in Ontario County; the Towns of Cohocton and Prattsburgh in Steuben County; the Towns of Italy and Middlesex in Yates County; and the Town of Springwater in Livingston County.

The nine-member Board of Education (Board) is responsible for managing and controlling the District's financial and educational affairs. The Superintendent of Schools (Superintendent) is the District's chief executive officer and is responsible for the District's administration.

District officials and staff rely on the District's IT assets for Internet access, email and maintaining confidential and sensitive financial and personnel records. The District's IT Director is responsible for monitoring network user accounts and permissions.

Quick Facts	
Enabled Network User Accounts	1,047
Student Network User Accounts	742
Nonstudent Network User Accounts	305

Audit Period

July 1, 2018 – May 1, 2020

Network Access Controls

Why Should Officials Monitor Network User Accounts and Permissions?

District officials are responsible for restricting network user access to only those applications, resources and data needed for learning and to complete job duties and responsibilities. This helps ensure data and IT assets are protected from unauthorized use and/or modification.

Network user accounts enable networks, computers and applications to recognize specific users, grant appropriate user permissions and provide user accountability by affiliating network user accounts with specific users. Network user accounts are potential entry points for attackers because, if compromised, they could be used to access and view data stored on the network. When multiple users are allowed to share network user accounts, the District has an increased risk that personal, private and sensitive information (PPSI)¹ could be intentionally or unintentionally changed and/or compromised by unauthorized individuals.

To minimize the risk of unauthorized access, officials should actively manage user accounts and permissions, including their creation, use and dormancy, and regularly monitor them to ensure they are appropriate and authorized. When user accounts are no longer needed, they should be disabled in a timely manner. The District should have written procedures for granting, changing and removing user access and permissions to the overall networked computer system.

When user accounts are no longer needed, they should be disabled in a timely manner.

Generally, administrative accounts have oversight and control of networks, computers and applications with the ability to add new users and change users' passwords and permissions. A user with administrative permissions can make system-wide changes, including installing programs of their own choosing and manipulating settings configured for security purposes.

Additionally, any program that a user with network of local administrative permissions runs will inherently run with the same permissions. For example, if malicious software (malware) installed itself on a computer, it would run at a higher privilege under a user account with administrative permissions, which could result in a greater risk of network or computer compromise and/or data loss. Officials must limit administrative permissions to those users who need them to complete their job functions.

¹ PPSI is any information to which unauthorized access, disclosure, modification or destruction – or disruption of access of use – could have or cause a severe impact on critical functions, employees, customers (students), third parties or other individuals or entities.

Officials Did Not Adequately Manage Network User Accounts and Permissions

Unneeded Network User Accounts – The District’s data network and security access policy addressed granting, changing and terminating user access to its network based on users’ job duties. In November 2019, District officials developed new procedures, which included maintaining written checklists and a spreadsheet, to help ensure access is granted and revoked as needed.

During our review of all 305 nonstudent network user accounts, we found that 89 user accounts (29 percent) had not been used in at least six months. Also, seven of the 89 accounts had never been used. Of the 89 accounts, the IT Director told us 63 were unneeded, should have been disabled and that she would disable them.

Before November 2019, the District did not have an effective process in place to periodically review user accounts. As a result, officials were unaware that these 63 unneeded user accounts were still enabled.

Unneeded Generic² and/or Shared Accounts – During our review of 63 unneeded network user accounts, we found that 29 accounts were generic and/or shared accounts.³ The IT Director identified an additional nine generic and/or shared accounts that were used in the last six months but were no longer needed. The Director told us she would disable the additional nine accounts.⁴

Unneeded network user accounts can be potential entry points for attackers because they are not monitored or used and, if accessed by an attacker, possibly could be used to inappropriately access and view PPSI. Also, when a District has many user accounts that must be managed and reviewed, unneeded user accounts may make it more difficult to manage network access. In addition, if users share accounts, accountability is diminished and activity in the system may not be able to be traced back to a single user.

Unnecessary Administrative Permissions – During our review of all 305 nonstudent network user accounts, we found that 20 user accounts had administrative permissions. According to the IT Director, five of these accounts were unneeded and that she would disable them.

When users have unneeded administrative permissions to networks and computers they could make unauthorized changes that might not be detected. In addition, the misuse of administrative permissions is a method often used by attackers to compromise or disrupt systems.

When users have unneeded administrative permissions to networks and computers they could make unauthorized changes that might not be detected.

² Generic accounts are used by certain network services to run properly and can be created for services that are not linked to a personal account to meet various business needs.

³ The shared accounts were being shared among various users.

⁴ The 29 accounts were included in the 63 unneeded network user accounts that the IT Director told us she would disable. Refer to the Unneeded Network User Accounts section for further information.

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A user can be deceived into opening a malicious email attachment, downloading and opening a file from a malicious website, or accessing a website programmed to automatically infect the user's computer with malicious software. If the deceived user has administrative permissions, an attacker could use those elevated privileges to cause greater damage than with a lesser-privileged account.

What Do We Recommend?

District officials should:

1. Immediately disable unneeded network user accounts and regularly review and update network user accounts for necessity and appropriateness.
2. Ensure all IT users have and use their own network user accounts to access the District's network.
3. Assess network user permissions on a regular basis and remove excessive user permissions for those users who do not need that level of access to perform their current job duties.

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Appendix A – Response From District Officials

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Appendix B – Audit Methodology and Standards

We conducted this audit pursuant to Article V, Section 1 of the State Constitution and the State Comptroller's authority as set forth in Article 3 of the New York State General Municipal Law. To achieve the audit objective and obtain valid audit evidence, our audit procedures included the following:

- We reviewed the District's IT policies and procedures and interviewed District officials to gain an understanding of IT operations, specifically those related to the granting, modification and revocation of network user accounts and permissions.
- We examined network user account and security settings using specialized audit software. We reviewed the network user and administrator accounts and compared them to current employee lists to identify inactive and possibly unneeded network user accounts. We reviewed automated settings to identify any settings that indicated ineffective IT controls.
- We followed-up with District officials on possibly unneeded accounts and automated settings that indicated ineffective IT controls.

Our audit also examined the adequacy of certain IT controls. Because of the sensitivity of some of this information, we did not discuss the results in this report, but instead communicated them confidentially to District officials.

We conducted this performance audit in accordance with generally accepted government auditing standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

The Board has the responsibility to initiate corrective action. A written corrective action plan (CAP) that addresses the findings and recommendations in this report must be prepared and provided to our office within 90 days, pursuant to Section 35 of General Municipal Law, Section 2116-1(3)(c) of New York State Education Law and Section 170.12 of the Regulations of the Commissioner of Education. To the extent practicable, implementation of the CAP must begin by the end of the next fiscal year. For more information on preparing and filing your CAP, please refer to our brochure, *Responding to an OSC Audit Report*, which you received with the draft audit report. The CAP should be posted on the District's website for public review.

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Appendix C – Resources and Services

Regional Office Directory

www.osc.state.ny.us/localgov/regional_directory.pdf

Cost-Saving Ideas – Resources, advice and assistance on cost-saving ideas

www.osc.state.ny.us/localgov/costsavings/index.htm

Fiscal Stress Monitoring – Resources for local government officials experiencing fiscal problems

www.osc.state.ny.us/localgov/fiscalmonitoring/index.htm

Local Government Management Guides – Series of publications that include technical information and suggested practices for local government management

www.osc.state.ny.us/localgov/pubs/listacctg.htm#lmg

Planning and Budgeting Guides – Resources for developing multiyear financial, capital, strategic and other plans

www.osc.state.ny.us/localgov/planbudget/index.htm

Protecting Sensitive Data and Other Local Government Assets – A nontechnical cybersecurity guide for local government leaders

www.osc.state.ny.us/localgov/pubs/cyber-security-guide.pdf

Required Reporting – Information and resources for reports and forms that are filed with the Office of the State Comptroller

www.osc.state.ny.us/localgov/finreporting/index.htm

Research Reports/Publications – Reports on major policy issues facing local governments and State policy-makers

www.osc.state.ny.us/localgov/researchpubs/index.htm

Training – Resources for local government officials on in-person and online training opportunities on a wide range of topics

www.osc.state.ny.us/localgov/academy/index.htm

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Contact

Office of the New York State Comptroller
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NAPLES CENTRAL SCHOOL
136 NORTH MAIN STREET
NAPLES, NEW YORK 14512



August 25, 2020

Mr. Edward V. Grant Jr., Chief Examiner
The Powers Building
16 West Main Street—Suite 522
Rochester, New York 14614

Dear Mr. Grant:

This letter is in response to the *Draft Report of Examination: Network Access Controls*, which was reviewed and discussed at an exit phone conference held on August 13, 2020. On behalf of the District, I want to thank the representatives of the Office of the State Comptroller for their hard work and professionalism throughout the process. As schools across the country engage in both remote as well as hybrid learning, it is perhaps more important than ever to prioritize network access security for students and staff.

Below you will find information on how the District has already begun taking steps to address the recommendations found in this report. However, please do not hesitate to contact me directly if you have further questions or concerns.

Report Recommendation	District Response/Action
Immediately disable unneeded network user accounts and regularly review and update network user accounts for necessity and appropriateness.	<ul style="list-style-type: none">• All unnecessary network accounts have been disabled• District will bi-annually review all network user accounts (with the exception of student accounts) on November 1st and April 1st to identify and disable unnecessary network accounts• District has developed a process to identify and delete all student user accounts one year after they are no longer enrolled in the District
Ensure all IT users have and use their own network user accounts to access the District's network.	<ul style="list-style-type: none">• All network user accounts have been changed and limited to the greatest extent practicable• There are several established accounts so that external technical support systems can access network hardware. Whenever possible, the

	<p>account names have been changed so that they do not reflect generic or high level access. This will be the standard operating procedure moving forward</p>
<p>Assess network user permissions on a regular basis and remove excessive user permissions for those users who do not need that level of access to perform their current job duties.</p>	<ul style="list-style-type: none"> • District will conduct a review of all network user accounts (with the exception of student accounts) bi-annually on November 1st and April 1st to determine the appropriate levels of access needed by individuals to conduct their current work responsibilities

Again, the District would like to thank the representatives of the Office of the State Comptroller for their insight and assistance. We are fortunate to have a faculty and staff committed to ensuring that the Naples Central School District remains a safe place to teach and learn, and we will use the recommendations to enhance our current practices, policies, and procedures.

Sincerely,



Matthew Frahm, Ed.D.
 Superintendent of Schools

NAPLES CENTRAL SCHOOL
2020-2021 CALENDAR

Amended

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
26	27	28	29	30	31	23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31				
30	31																										

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	27	28	29	30	31	27	28	29	30	31	24	25	26	27	28	29	30	28								
														31													

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30							
														30	31												

CODES: Vacation/Holiday



Teacher & Support Staff Conference Day

Regents Exams

○ Teacher Conference Day - HS & Elem - Full Student Day Off ◻ HS Students dismissal at 11:00 a.m.; Elem Students have a Full Day.

△ ELEM ONLY - 1/2 Student Day Off PM for Parent/Teacher Conferences & Evening Parent/Teacher Conferences for both HS & Elem

◻ HS & Elem - 1/2 Student Day Off PM - Parent/Teacher Conferences PM

◻ Teacher Conference Day - HS & Elem - 1/2 Student Day Off

Date	Description	Pupils	Teachers
July 4	Independence Day Holiday	0	0
September 2	All Staff Conference Day (Teachers & Support Staff)		
September 3	Teacher Conference Day		
September 7	Labor Day Holiday		
September 8	Teacher Conference Day: HS & Elem - Full Student Day Off		
September 9	First Student Day		
September 25	Teacher Conference Day: HS & Elem - Full Student Day Off	15	19
October 12	Columbus Day Holiday	21	21
November 11	Veterans' Day Holiday		
November 12	Parent / Teacher Conferences - Elementary ONLY - 1/2 Student Day PM		
November 12	Parent / Teacher Conferences - EVENING - High School and Elementary		
November 13	Parent/Teacher Conferences - High School & Elementary - 1/2 Student Day Off PM		
November 25, 26, & 27	Thanksgiving Day Holiday	17	17
December 24 & 25; & 28 - 31	Holiday Recess	17	17
January 1	Holiday Recess		
January 4	School Reopens		
January 18	Martin Luther King, Jr. Day Holiday		
January 26-29	Local Mid-Term Exams; Regents Exams; and Competency Tests		
January 27-29	High School: Dismissal at 11:00 a.m.; Elementary Students: Full Day	19	19
February 15-19	Presidents' Week Recess	15	15
March 12	Teacher Conference Day: HS & Elem - Full Student Day Off		
March 29, 30 & 31	Spring Recess	19	20
April 1&2	Spring Recess	20	20
May 7	Teacher Conference Day: HS & Elem - 1/2 Student Day Off		
May 31	Memorial Day Holiday	20	20
June 16-18; & 21-24	Regents Examinations & Competency Tests		
June 16-18 & June 21-22	Elementary Students will have 1:30 p.m. dismissal		
June 23 & 24	Elementary Students will have 11:00 a.m. dismissal		
June 24	Last Student Day for Elementary & High School		
June 25	High School Teachers - Rating Day - Last Teacher Day		
June 25	Elementary Teachers - Conference Day - Last Teacher Day		
June 26	Graduation Day	18	19
TOTAL NUMBER OF DAYS		181	187

(Includes Teacher Conference Days)

EMERGENCY MAKE-UP DAYS: If needed, will be made up during Spring Recess in April.

AMENDED: September 2, 2020