

BOARD MEETING: Regular Meeting
DATE: Wednesday, June 12, 2024
TIME: 6:00 p.m.
PLACE: High School Library

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Regular Meeting of June 12, 2024 (Board Action)
- IV. Executive Session (Board Action)
- V. Public Hearing
District Emergency Response 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 Response: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.
- VIII. Points of Interest
- IX. Superintendent Recognitions & Updates
 - Assistant Secondary Principal/Data Coordinator • Administrative Update
 - Student Representative Update • School Business Administrator Update
 - Superintendent Update
- X. Board Reports
 - Facilities Committee
- XI. Minutes (Board Action)
- XII. Approval of Vote Results (Board Action)
- XIII. Inter-Municipal Agreement
 - School Resource Officer (Board Action)
 - Village of Naples Summer Recreation Program (Board Action)
 - Village of Naples Municipal Cooperation Agreement (Board Action)
- XIV. Contractual Agreements
 - Managerial Contract: Director of Facilities (Board Action)
 - Managerial Contract: Technology Coordinator (Board Action)
 - Assistant Superintendent for Business: Chad Hunt (Board Action)
- XV. Business / Financial (Board Action)
 - Discards • Assistive Technology Provider Agreement
 - Organizational Meeting • Budget Transfers
- XVI. Tax Warrants
 - Naples Central School Tax Warrant (Board Action)
 - Naples Public Library Tax Warrant (Board Action)
- XVII. Appointment of Officers (Board Action)
 - School District Clerk • Deputy School District Clerk
- XVIII. Personnel (Board Action)
 - Resignation • 2024-2025 Extra-Duty Advisor Appointment
 - Tenure Appointment • 2024-2025 Fall Coaches
 - Secondary Principal • 2024-2025 Summer Program Appointments
 - Appointment: Director of Facilities 1 • Unpaid Leave of Absence
 - 2023-2024 Extra-Duty Advisor Appt
- XIX. Consent Agenda Items (Board Action)
 - CSE, CPSE & 504 Committee Recommendations • Volunteers
 - Student Teachers • Substitutes
- XX. Adjournment (Board Action)

Regular Meeting

June 12, 2024

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, June 12, 2024 at _____ p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Steven Mark
 Joseph Callaghan Gail Musnicki
 Jacob Hall Angela Rischpater
 Amie Levine Maura Sullivan
 Kelley Louthan

Members Absent:

Also Present: Kevin Swartz, Chad Hunt, Kristina A. Saucke, Matthew Mahoney,
Nicole J. Green, Katherine Piedici, Garrett Waltman and Pamela Claes.

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

Motion:

2nd:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of June 12, 2024 as presented.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Time out of Executive Session: _____ p.m.

Motion:

2nd:

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

- Regular Meeting of March 6, 2024
- Regular Meeting of March 20, 2024

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Resolved, that the results of the Annual School District Vote of the Naples Central School District of the Town of Naples, Ontario County, NY are accepted as presented:

WHEREAS, the Annual Central School District vote of the Naples Central School District of the Town of Naples, Ontario County, New York, was duly called, held and conducted on May 21, 2024, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m., Eastern Daylight Savings Time, for the purpose of voting by voting machine on the 2024-2025 Proposed School Budget; Three (3) Board of Education Trustees; Decrease the number of Seats on the Board of Education; Purchase of School Bus; 2024 Transportation Capital Reserve Fund; 2024-2025 Naples Public Library Budget; and Three (3) Public Library Trustees, set forth in the legal notice of such election dated April 5, 2024, and

WHEREAS, this Board of Education has duly examined the statements of the result of said annual election held May 21, 2024, as aforesaid, in said Naples Central School District, NOW THEREFORE, BE IT RESOLVED, by the Board of Education of the Naples Central School District of the Town of Naples, Ontario County, New York as follows:

It is hereby found and determined from the results of said annual election that the total votes cast for the Propositions and Candidates submitted at said annual election are as follows:

Proposed 2024-2025 School Budget: \$23,414,489

Voting Yes: 198

Voting No: 59

Proposed 2024-2025 School Budget: Passed

Naples Board of Education Members:

Votes for:

Name		Gail Musnicki	Joseph Callaghan	Maura Sullivan	Renee MacKenzie	Don Christmas
Row		1A	2A	3A	Write-In	Write-In
# Votes		229	230	220	1	1

It is hereby determined that such candidates, Gail Musnicki, Joseph Callaghan, and Maura Sullivan, having received the three highest votes of the duly elected voters at said annual election, are hereby declared elected for three (3) year terms, to the Board of Education of the Naples Central School District commencing July 1, 2024 and expiring on June 30, 2027.

Proposition No. 1

Decrease the Number of Seats on the Board of Education

Shall the Board of Education of the Naples Central School District (the “Board”) be authorized to:

- (a) Decrease the number of seats on the Board from nine (9) members to seven (7) members; and
- (b) Eliminate two Board members’ seats following the expiration of two members’ terms in the 2024-2025 school year?

Proposition No. 1

Voting Yes: 169

Voting No: 88

Proposition No. 1: Passed

Proposition No. 2

2024 Transportation Capital Reserve Fund

The Board of Education of the Naples Central School District is authorized to establish a capital reserve fund pursuant to Section 3651 of the Education Law to be designated, “2024 Transportation Capital Reserve Fund” created to defray the cost of school buses and other vehicles, including electric school buses and other electric vehicles, and transportation infrastructure, including construction and reconstruction of School District buildings and facilities, original equipment, machinery, apparatus, appurtenances, furnishings and other

incidental improvements and expenses in connection therewith, and to defray the cost of, in whole or in part, and in order to accomplish the same, the Board is hereby authorized to establish the ultimate amount of such reserve fund to be Two Million Five Hundred Thousand Dollars (\$2,500,000), with a probable term of ten (10) years. The Board of Education is hereby authorized to pay funds from the available fund balance, state aid reimbursement to the School District on account of capital projects or transportation aid, such other monies as the voters may direct, and/or other legally available funds of the School District to such reserve fund in an amount determined by the Board of Education up to the maximum authorized amount.

Proposition No. 2

Voting Yes: 204

Voting No: 53

Proposition No. 2: Passed**Proposition No. 3****Purchase of School Buses**

The Board of Education of Naples Central School District is authorized to purchase one (1) school bus at a total maximum estimated cost not to exceed \$150,000, which is estimated to be the maximum total cost thereof and that such sum or so much thereof as the Board may deem appropriate, in its discretion, shall be paid from the Transportation Capital Reserve Fund which was established by the voters on May 17, 2022?

Proposition No. 3

Voting Yes: 205

Voting No: 52

Proposition No. 3: Passed**Proposition No. 4****Proposed 2024-2025 Library Budget: \$291,819****Proposition No. 4**

Voting Yes: 199

Voting No: 57

Proposition No. 4: Passed**Proposition No. 5****Naples Public Library Trustees:**

Votes for:

Name	Timothy Williams	Katy Matthews	Brooke Finley	
Row	4A	5A	6A	Write-In
# Votes	210	228	210	

It is hereby determined that such candidates, Timothy Williams, Katy Matthews, and Brooke Finley, having received the three highest votes of the duly elected voters at said annual election, are hereby declared elected for a term of three (3) years to the Naples Public Library Board of Trustees, commencing July 1, 2024 and expiring on June 30, 2027.

Voting Yes:**Motion Carried****Voting No:****Motion Denied**

Motion:

2nd:

WHEREAS, Article 5-G of the New York State General Municipal Law provides the authority for the District and the County of Ontario (the “County”) by and through its Ontario County Sheriff’s Office to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the Board of Education of the District has determined that an effective and efficient method to protect the safety of District students, staff and property is an intermunicipal agreement with the County to obtain the services of one (1) officer to serve as a School Resource Officer (“SRO”); and

WHEREAS, the Board of Education has had the opportunity to review the proposed agreement;

NOW, THEREFORE, the Board of Education of the Naples Central School District resolves as follows:

1. The Board of Education hereby approves the intermunicipal agreement between the District and County for School Resource Officer services, effective September 1, 2024 through June 30, 2025.
2. The Board authorizes the Superintendent of Schools to execute the intermunicipal agreement in the form approved by legal counsel.

This Resolution shall take effect immediately.

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

Motion:

2nd:

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-Municipal Agreement between the Board of Education of the Naples Central School District and the Village of Naples in regards to use of the School District’s pool for family and summer swimming programs, commencing July 1, 2024 and terminating on June 30, 2024.

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

Motion:

2nd:

Resolved, that authorization is given for the Municipal Cooperation Agreement between Naples Central School and the Village of Naples, effective July 1, 2024 and ending on June 30, 2025, and authorization is given for Kevin R. Swartz, Superintendent to sign the Municipal Cooperation Agreement.

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

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 Terms and Conditions of Employment between Shawn Mason and the Naples Central School District for the position of Director of Facilities, effective July 1, 2024 through June 30, 2029.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

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 the amended Terms and Conditions of Employment between Benjamin Pursell and the Naples Central School District for the position of Technology Coordinator, effective July 1, 2024 through June 30, 2029.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

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 the negotiated agreement by and between the Superintendent of the Naples Central School District and Chad Hunt for the position of Naples School Assistant Superintendent for Business, effective July 1, 2024 through June 30, 2029.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

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 approval be given for the following to be declared surplus property and approval given to discard as per Policy #5250:
 - Elementary School Library Discards: One copy each of the following
 - The American Heritage First Dictionary
 - A Champion's Guide to Success in Spelling Bees
 - The Lions of Little Rock
 - Elementary School Discards: Attached

- | Budget Account | Description | Amount
Transferred
From | Amount
Transferred
To |
|--------------------------------|----------------------------------|-------------------------------|-----------------------------|
| 9060-800-00-0007 | Health Insurance - Retirees | \$120,665.00 | |
| 2110-400-01-0000 | Contractual - High School | | \$47,805.00 |
| 2110-400-02-0000 | Contractual – Elementary | | \$35,860.00 |
| 2020-400-02-0000 | Contractual Expense – Elementary | | \$37,000.00 |
| Total Amount Transferred From: | | -\$120,665.00 | |
| Total Amount Transferred To: | | | \$120,665.00 |

Motion Carried

Motion Denied

2nd:

Therefore, be it resolved, that the valuation of the property comprising Naples Central School District, State of New York, Counties of Ontario, Steuben, Yates and Livingston, as shown on the District Assessment rolls, and certified by the respective assessors of the towns in the district be approved;

And be it hereby directed that a sum not to exceed thirteen million three hundred and twenty-nine thousand nine hundred and thirty-six dollars (\$13,329,936) be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2024, without penalty, and for a period of 31 days thereafter with a two percent (2%) penalty, and for a period of 2 days thereafter with a penalty of three percent (3%), as provided by statute.

Motion Carried

Motion Denied

Motion:

2nd:

WHEREAS, the Board of Education has been authorized by the voters at the Annual School Meeting held on May 21, 2024 to assess and levy upon the taxable property of the District the sum of two-hundred and ninety-one thousand eight hundred and nineteen dollars (\$291,819) annually toward the Naples Public Library Budget;

Therefore, be it resolved, that the valuation of the property comprising Naples Central School District, State of New York, Counties of Ontario, Steuben, Yates and Livingston, as shown on the District Assessment rolls, and certified by the respective assessors of the towns in the district be approved;

And be it hereby directed that a sum not to exceed two-hundred and ninety-one thousand eight hundred and nineteen dollars (\$291,819) be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2024, without penalty, and for a period of 31 days thereafter with a two percent (2%) penalty, and for a period of 2 days thereafter with a penalty of three percent (3%), as provided by statute.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

BE IT RESOLVED, that the below listed officers be approved for the 2024-2025 school year, effective July 1, 2024 for the 2024-2025 School Year:

- School District Clerk for the 2024-2025 School Year: Michele Barkley
- Deputy School District Clerk for the 2024-2025 School Year: Christina Brautigam

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Be it 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 following resignation:
 - Shawn T. Mason, Assistant Director of Facilities, effective June 6, 2024, contingent upon his appointment as Director of Facilities 1, effective June 6, 2024.
- Resolved, that the Board of Education approves the appointment of Nicole J. Green, to tenure as the 1.0 FTE Secondary Principal, effective April 9, 2024. The certification area and status is School Building Leader, Initial; School District Leader, Professional; English 7-12, Permanent; Reading Teacher, Permanent. 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 upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

- Shawn T. Mason, 465 Boston Road, Ontario, NY 14519 as Director of Facilities 1, effective June 6, 2024, at the rate of \$82,600/year.

- Resolved, that the Board of Education approves the following Extra-Duty Advisor appointment for the 2023-2024 School Year, salary as per negotiated agreement, contingent upon student enrollment:

Katherine Logan: Choral Director effective February 26, 2024

- Resolved, that the Board of Education approves the following Extra-Duty Advisor appointments for the 2024-2025 School Year, salary as per negotiated agreement, contingent upon student enrollment:

Fitness Room Monitor – Fall: Elizabeth Dormer

- Resolved, that the Board of Education approves the following Coaches for the 2024-2025 School Year, salary as per negotiated agreement:

Fall Coaches

Boys Varsity Soccer: Ryan Betrus

Girls Modified A Soccer: Robert Birdsall

Boys JV Soccer: Jonathan Betrus

Varsity Cross Country: Heather Reigelsperger

Boys Modified Soccer: Andy Lincoln

Modified Cross Country: Tyler Vest

Girls Varsity Soccer: Frank Gleichauf

Varsity Golf: Adam Robison

- Resolved, that the Board of Education approves the following Summer Program appointments:
Extended School Year Special Education Teachers, for the time period of July 8, 2024 through August 16, 2024, Monday through Friday, unless otherwise indicated, salary as per negotiated agreement:

Jodie Schwartz

Laurie Fitzgerald

Jessica Mothersell

Hanna Vero-Fox

Extended School Year Special Education Teacher Aides, for the time period of July 8, 2024 through August 16, 2024, Monday through Friday salary as per negotiated agreement plus an additional Intensive Physical Assistance Stipend of \$187.50:

Melinda Foster

Lexus Douglas

Trisa Harvey

Rachel Miller

Leanne Parsell

Extended School Year Special Education Temporary Teacher Aides for the time period of July 8, 2024 through August 16, 2024, Monday through Thursday, at the rate of \$15.00/hour:

Laura Wixom

Extended School Year Support Staff, for the time period of July 8, 2024 through August 16, 2024, Monday through Thursday, salary as per negotiated agreement:

Tammy Matthews, Counseling and Program Staff Leader (Extra hours as needed)

Nicole Dillon, Occupational Therapy (Contracted through BOCES)

Allison D'Aurizo, Physical Therapy (Contracted through Juventes)

Janice Green, Speech Therapy (Contracted through Juventas)

Lynn Strong, Assistive Technology (Contracted through Mozaic)

Julie Austin, Music Therapist

Summer Program Substitute Teachers:

Natalie Ball
Cassandra Ellsworth
Alinda Gangi

Summer Program Substitute Support Staff:

Rylie Castle

- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work as substitutes in the Extended School Year program as needed, salary as per negotiated agreement.
- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work summer hours as needed, salary as per negotiated agreement.
- Resolved, that the Board of Education approves the following Summer Transportation Program appointments:

Extended School Year Bus Drivers, July 8, 2024 through August 16, 2024, Monday through Friday, salary as per negotiated agreement:

Nicholas Adams	Kevin Hunter
Steve Borglum	Lisa Pastore
William Clark	Joseph Polimeni
David Ferry	Robert Strasburg
Stacy Fleischman	

Extended School Year Temporary Bus Driver, July 8, 2024 through August 16, 2024, Monday through Friday, salary as per Temporary Personnel Policy:

Stephanie Fisher

Extended School Year Bus Monitor, July 8, 2024 through August 16, 2024, Monday through Friday, salary as per negotiated agreement:

Rebecca Clawson	Samantha Fleischman
Crystal Dutcher	

Extended School Year Special Education Temporary Bus Monitor for the time period of July 8, 2024 through August 16, 2024, Monday through Thursday, at the rate of \$15.00/hour:

Jessica Santiago

Extended School Year Teacher Aide, July 8, 2024 through August 16, 2024, Monday through Friday, working in the Transportation Department, salary as per negotiated agreement:

Melinda Foster
Trisa Harvey

- Resolved, that the Board of Education approves the request of Hanna Vero-Fox for an unpaid leave of absence for the 2024-2025 School Year, effective August 28, 2024 through June 30, 2025, as per Naples Teachers' Association Professional Agreement Article VII, Section G.

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 Consent Agenda Items as presented:

a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:

- CSE Committee actions of March 25, 2024; April 18, 2024; April 30, 2024; May 9, 2024; May 13, 2024; May 15, 2024; May 16, 2024; and May 21, 2024.
- CPSE Committee actions of May 15, 2024.
- 504 Committee actions of May 30, 2024.

b. Resolved, that the Board of Education hereby approves the following Student Teachers:

<u>Name</u>	<u>Placement</u>	<u>Supervising Teacher</u>
Chloe Fox	Elementary Art: 08/28/24–10/25/24	Abigail Castle
Collin Cummings	General Music & Chorus: 09/03/24-10/18/24	Julie Austin

c. Resolved, that the Board of Education hereby approves the following Volunteers:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Jennifer Smith	Volunteer	5091 State Route 64, Apt. 4, Canandaigua, NY 14424
Lisa Schwartz	Volunteer	9 Monier Street, Naples, NY 14512
Jessica Santiago	Volunteer	9156 Eelpot Road, Naples, NY 14512
Melissa Yacuzzo	Volunteer	20 Vine Street, Naples, NY 14512
Jeremiah Grisa	Volunteer	6848 Seman Road, Naples, NY 14512
Timothy Austin	Volunteer	6 Race Street, Naples, NY 14512

d. Resolved, that the Board of Education hereby approves the following Substitute appointments, 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>
Luke Finnan	Lifeguard	3962 Brink Hill Road, Naples, NY 14512
Noelle Lewis	Lifeguard	7 Pinewood Lane, Naples, NY 14512
Stephanie Fisher	School Bus Driver	8126 Lanning Rd, Naples, NY 14512 Effective 6/3/24

Voting Yes:**Motion Carried****Voting No:****Motion Denied****Motion:****2nd:**

There being no further business, the Regular Meeting of June 12, 2024 is hereby adjourned at _____ p.m.

Voting Yes:**Motion Carried****Voting No:****Motion Denied**



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:

- Kevin Swartz (Superintendent/Safety Team Chair)
- Nicole Green (High School Principal)
- Philip Bariteau (High School Teacher)
- Sheila Brundage (Naples Ambulance)
- LaVerne Webster (Fire Chief)
- Patrick Elwell (Transportation Supervisor)
- Tomasina Trank (High School Nurse)
- Laurie Fitzgerald (Elementary School Teacher)
- Matthew Green (High School Teacher)
- Carrie Grove (Elementary School Teacher)
- Shawn Mason (Director of Facilities)
- Timothy Durgan (School Resource Officer—Ontario County Deputy)
- (High School Counselor)
- Jason Klewicki (NYS Trooper)
- Heather Clark (Assistant Principal/Data Coordinator)
- Tammy Matthews (Elementary School Psychologist)
- Brian Meteyer (Elementary School Psychologist)
- William Murphy (High School Counselor)
- (PPS Director)
- Darlene Wolfanger (Teacher Aide)
- Katherine Piedici (Elementary School Principal)
- Melissa Andaloro (High School Psychologist)
- Kelly VandeSande (Elementary School Nurse)
- Benjamin Pursell (Director of Technology)
- Lindsey Evershed-Pursel (Director of Student Learning, Curriculum, and Assessment)
- Board of Education Member: Jacob Hall

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 Naples 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

Chapter 168 and the Required Amendment to the School District's Emergency Plan

a. Essential Personnel:

- *Facilities and Maintenance Staff:* Needed to ensure buildings and grounds are cleaned, disinfected, etc. on a regular basis. Shifts would be staggered to follow social distancing guidelines.
 - Director of Operations, Maintenance Mechanics, Grounds, Custodians, Cleaning Staff
- *District Office Personnel:* Would follow a rotational schedule to ensure the continuity of payroll, benefits, communications, etc.
 - Superintendent, Business Official, District Clerk, Accounts Payable Clerk
- *Technology Department Staff:* Would support the hardware/software/etc. needs of staff and students to ensure that remote learning needs are met.
 - Director of Technology, Professional Development and Instruction as well as Computer Services Assistants
- *Building and/or District Administrators and Office Staff:* Would work a limited number of days per week to ensure the continuity of learning, communications, etc.
 - Principals, Director of Pupil Personnel Services, Director of Student Learning, Curriculum, and Assessment, Assistant Principal/Data Coordinator
 - Typists, Clerks, Computer Services Assistant
- *Transportation Department and Food Service Department:* Would follow a rotational schedule if required to provide students with meals or devices for remote learning.
 - Food Service Director, Cooks, Food Service Helpers
 - Transportation Supervisor, Head Bus Driver, Bus Drivers, Bus Monitors
- *Other Faculty and Staff:* Depending on guidance from New York State and/or the Department of Health, and local contractual language, other faculty and staff members would perform their work responsibilities in-person or remotely.

b. Telecommuting/Remote Work:

The District has worked to ensure that all non-essential employees have the devices, software, hot spots, network access, etc. needed to perform their job responsibilities remotely. To accomplish this, the District has used staff surveys, a Technology Committee, and an IT Helpdesk email system to identify and meet technology-related needs. Additionally, the District has used a combination of conference as well as asynchronous days to provide employees with professional development focused on supporting remote learning.

c. Work Shift Staggering:

Throughout the reopening process, the District has prioritized social distancing, face coverings, hand washing, and disinfecting. Furthermore, the District has sought to reduce exposure by moving in-person meetings and interactions to Zoom to the greatest extent practicable. If required to implement staggered work shifts to provide an extra layer of safety, buildings or departments would design schedules in alignment with existing guidance from New York State or the Department of Health.

d. PPE Protocols:

All PPE items are currently stored in the High School basement facility storage area. Only Facilities personnel have access to this room. Staff members place a request into the Master Library System. A member of the Facilities Department will bring the requested items to the requester the same day or the following day. Once the facilities member has done this, they will mark the order complete in the Master Library System. Inventory is maintained by the Director of Operations and reordered as necessary.

e. Documenting Work Hours and Locations:

Staff in the District Office, the Main Offices, and the Central Business Office will document work hours and locations using WinCap Web, Aesop, Google Docs, and PDF fillable forms (details might differ slightly based on the work responsibilities of the employee).

f. Emergency Housing for Essential Employees:

Due to limited housing options in the region, this section is not applicable to the Naples Central School District.

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**STATEMENT OF CANVAS OF VOTES CAST AT THE ANNUAL SCHOOL
DISTRICT MEETING AND ELECTION OF NAPLES CENTRAL SCHOOL
DISTRICT HELD ON MAY 21, 2024**

Naples Central School District

Counties of Ontario, Yates, Steuben and Livingston

Vote held at Naples High School Library, 7:00 A.M. to 8:00 P.M.

Proposed 2024-2025 School Budget: \$23,414,489

Machine #	YES	NO	BLANK
1	183	47	
Absentee Ballots	15	12	
TOTALS	198	59	

Board of Education Candidates

Vote for Three (3)

Machine #	Gail Musnicki	Joseph Callaghan	Maura Sullivan	Renee MacKenzie Write-In	Don Christmas Write-In	Write-In
1	206	208	201	1	1	
Absentee Ballots	23	22	19			
TOTALS	229	230	220	1	1	

Decrease the number of Seats on the Board of Education

Machine #	YES	NO	BLANK
1	151	80	
Absentee Ballots	18	8	1
TOTALS	169	88	1

**STATEMENT OF CANVAS OF VOTES CAST AT THE ANNUAL SCHOOL
DISTRICT MEETING AND ELECTION OF NAPLES CENTRAL SCHOOL
DISTRICT HELD ON MAY 21, 2024**

Purchase of School Buses

Machine #	YES	NO	BLANK
1	186	44	
Absentee Ballots	19	8	
TOTALS	205	52	

2024 Transportation Capital Reserve Fund

Machine #	YES	NO	BLANK
1	186	45	
Absentee Ballots	18	8	1
TOTALS	204	53	1

Naples Public Library Budget: \$291,819

Machine #	YES	NO	BLANK
1	184	46	
Absentee Ballots	15	11	
TOTALS	199	57	

**STATEMENT OF CANVAS OF VOTES CAST AT THE ANNUAL SCHOOL
DISTRICT MEETING AND ELECTION OF NAPLES CENTRAL SCHOOL
DISTRICT HELD ON MAY 21, 2024**

Library Trustees

Vote for three (3)

Machine #	Timothy Williams	Katy Matthews	Brooke Finley	Write-In	Write-In	Write-In
1	189	207	187			
Absentee Ballots	21	21	23			
TOTALS	210	228	210			

Spoiled Ballots	1
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State of New York

Counties of Ontario, Yates, Steuben and Livingston

I, the undersigned, an Inspector of Elections of the Naples Central School District, hereby certify that I canvassed the votes cast on the above items and that the foregoing is a full, true and correct statement thereof.

Jane Gentner
Jane Gentner, Election Inspector

05/21/24
Date

Gregory Peters
Gregory Peters, Election Inspector

5/21/24
Date

Virginia Halstead
Virginia Halstead, Election Inspector

05/21/24
Date

Laura Wixom
Laura Wixom, Election Inspector

5/21/24
Date

Pamela Claes
Pamela Claes, Chairman/Chief Election Inspector

5/21/24
Date

THIS AGREEMENT (this “Agreement”) made on September 1, 2024, 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 NORTH 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, 2024 to June 30, 2025.
2. **SUSPENSION OR TERMINATION OF AGREEMENT.**
 - a. This Agreement may be terminated at any time by either party upon the giving of thirty (30) 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 ninety (90) 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 Schedule A of this Agreement.

f. Body worn cameras ("BWC") are a common law enforcement tool and are utilized by the County. A BWC will be utilized by the SRO; in the school setting the SRO shall have the discretion to record contacts when the SRO considers it to be in the best interest of the student, staff, school administrators or the SRO. The SRO's consideration shall take into account privacy interests of those subject to recording. The recordings of a BWC are the property of the County. The County will, if not otherwise prohibited by law, provide to the School copies of footage, upon request. If providing a copy of the footage is prohibited, the County will facilitate the availability of its officer that made the video to testify, upon request of the School, in any school disciplinary hearing concerning the facts and circumstances of the videoed incident. If the BWC footage is provided to a third party, not including a district attorney's office or a county attorney's office, the County will also provide a copy to the School upon its request. Any records produced by the BWC are not considered education records subject to FERPA, unless the School takes possession of a copy of such records, upon which the copy may be treated as an education record. The SRO, while on School property, shall use body-worn camera only in accordance with Section 423.6.8 of the Ontario County Sheriff's Office Law Enforcement Policy Manual, a copy of which is attached to this Agreement as Addendum D. During the time period of this contract, any change in policy specifically related to the SRO position will be provided to the School in writing prior to implementation for review.

g. The SRO shall comply with all applicable laws, regulations, and School policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical harm has resolved and may not be used in a manner that restricts a student's ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others. Further, this paragraph is subject to the

provisions in Section 5(j) herein and shall not be interpreted to restrict the SROs's rights and responsibilities as a law enforcement officer for the County.

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, and matters of school discipline shall be referred to the appropriate building principal. 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.
- o. The SRO shall be prohibited from detaining or questioning students about their immigration status.
- p. The County and the SRO shall comply with all applicable federal, State and local laws, rule and regulations. All of the obligations of the SRO as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- q. The County and the SRO shall comply with all federal, state and local laws, rules and regulations while performing duties under the Agreement. The County and SRO shall comply with health and safety practices and protocols consistent with DOH's applicable New York Department of Health guidance and the School's policies, plans and procedures applicable to the provision of SRO services.

6. RIGHTS AND DUTIES OF THE SCHOOL.

- a. The School shall comply with all applicable federal, State and local laws, rule 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 provide services to the School as an independent contractor. The SRO shall therefore not hold himself out as, nor claim to be, an employee of the School, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself out as having the authority or power to bind or create liability for the School by the SRO's acts or omissions. 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:

TO THE COUNTY:

Ontario County Sheriff

74 Ontario Street

Canandaigua, NY 14424

with a copy to:

Ontario County Attorney

20 Ontario Street

Canandaigua, NY 14424

TO THE SCHOOL:

NAPLES CENTRAL SCHOOL

136 NORTH MAIN STREET NAPLES, NY 14512

with a copy to:

Ferrara Fiorenza PC

5010 Campuswood Drive

East Syracuse, New York 13057

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. **DATA PRIVACY AND SECURITY.**

- a. **Protection of Confidential Data.** The County shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).
- b. **Data Breach.** In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the County’s or the SRO’s acts or omissions, and/or a subcontractor or affiliate of the County’s acts or omissions, the County shall provide notification to the School without unreasonable delay and not more than seven calendar days after the discovery of such breach. The County shall follow the following process:

- i. The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the County’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
 - ii. The County shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
 - iii. Where a breach or unauthorized release of Confidential Data is a result of the County’s or the SRO’s acts or omissions, and/or a subcontractor or affiliate of the County’s acts or omissions, the County shall pay for or promptly reimburse the School for the cost of notification to parents and eligible students of the breach.
 - iv. The County shall cooperate with the School and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- c. **2-d Addenda.** The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
- i. Addendum A: School District’s Parents’ Bill of Rights for Data Privacy and Security
 - ii. Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
 - iii. Addendum C: Third-Party Data Security and Privacy Plan

14. **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.

15. **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. The County shall not assign or transfer this Agreement to any other person or corporation without the previous consent, in writing, of the School’s Board of Education.

16. **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.

17. **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.

18. **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 and/or omissions or a material breach of this Agreement 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 and/or omissions or a material breach of this Agreement by the County or third parties under the control of the County (including the SRO); 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. Notwithstanding the provisions in subparagraphs (c) and (d), the County shall not be required to indemnify, hold harmless, or defend the School with respect to claims arising out of any law enforcement actions taken by the SRO, including but not limited to actions taken with respect to violent intruders, violent guests, active shooters, or other similar situations, unless the SRO is adjudged liable for negligence or willful misconduct in connection with the same.

f. 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.

19. **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.

20. **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.

SCHEDULE A - FULL-TIME

			9/1/2024 - 6/30/2025	
			Cost	
			Annual	1 FT SRO
[1]	Gross Salary		\$95,132	
[2]	Fringe Benefits		\$66,001	
	Subtotal Salary & Fringe at 100%		\$161,133	
	Annual Average Cost for SRO		<u>\$161,133</u>	
	Standard Monthly Rate			\$13,428
	Standard Hourly Rate			\$77.47
[3]	Overtime Hourly Rate			\$116.20
[4]	Anticipated School Cost for SRO	1,733 Hours	<u>\$134,252</u>	
[1]	Salary based on current contract - at top step for Full Time County Police Officer, assumes Tier 4 ERS.			
[2]	Fringe Benefits paid on Gross Wages for FT Deputy		2024	
	FICA		7.65%	
	WC		2.61%	
	Retirement		26.10%	
	Health & Dental Insurance, H.R.A./H.S.A.		33.02%	
			<u>69.38%</u>	
[3]	Overtime incurred by SRO for School related activities to be billed separately at this overtime rate.			
[4]	The deputy assigned to your detail may have selected a lesser benefit package or may be at a lower ERS rate. This represents the highest potential charge.			

ADDENDUM A

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (student 18 years and older) can expect the following:

- 1.** A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
- 2.** The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
- 3.** State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
- 4.** Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls, and password protection must be in place when student PII is stored or transferred.
- 5.** A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 6.** The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to: Naples CSD, Data Privacy Officer/Ben Pursell 136 North Main Street, Naples, NY 14512 or by emailing dpo@naplescsc.org, or by filling out this ONLINE FORM (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy/security/reportimproper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
- 7.** To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

ADDENDUM B

SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Ontario County (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Naples Central School District (the “School District”) dated September 1, 2023 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored physically in the Office of the SRO at the School District and/or electronically on the School District’s computer system. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

THIRD-PARTY DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Naples Central School District (hereinafter “School District”) and the County of Ontario (“Contractor”) entered into an agreement dated September 1, 2023, (hereinafter “Agreement”) for the provision of School Resource Officer services (hereinafter “Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR § 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

As a local government entity, Contractor actively works to maintain compliance with various data security and privacy requirements, and will comply with the School District's Data Security and Privacy Policy when accessing and/or transmitting student data.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Contractor will not receive or store any personally identifiable information on County network resources. Contractor agrees to only access the School District's Student Management System through a District device on the District's computer network. Contractor agrees to only use the District-provided email address to communicate electronically regarding District matters in the course of providing School Resource Officer Service. Contractor agrees to comply with the District's Data Security and Privacy Policy when accessing the District's computer system.

3. Contractor shall comply with 8 NYCRR § 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

The School Resource Officer shall receive training from the School District at the start of the school year.

5. Subcontractors: Contractor shall not utilize sub-contractors.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Contractor maintains various IT security policies and plans, including but not limited to a data breach notification policy. Contractor does not currently intend to receive or store any school district-related PII on County network resources.

7. Termination of Agreement.

To the extent Contractor receives or stores PII, within 30 days of termination or expiration of the agreement without renewal, Contractor shall delete or destroy all student personally identifiable information in its possession.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of September 1, 2023.

Addendum D

Portable Audio/Video Recorders

423.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this office while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

Where this policy explicitly references body-worn camera (or BWC), those terms shall apply to the authorized primary portable video and audio recording device issued to members of this Office. Where the body-worn camera (or BWC) is not specifically named as the recording device being referenced, those terms shall apply to all portable recording devices as previously described, including the BWC.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Ontario County Sheriff's Office facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

423.2 POLICY

The Ontario County Sheriff's Office may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Office by accurately capturing contacts between members of the Office and the public.

423.3 BODY-WORN CAMERA COORDINATOR

The Sheriff or the authorized designee should designate a BWC coordinator responsible for:

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for accessing data and recordings.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging or marking events.

All other data and recordings made on devices other than body-worn cameras shall be processed in accordance with the Property Room Policy.

See Body-Worn Camera Procedure

423.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any office-issued device at any time, and any recording made while acting in an official capacity of this office, regardless of ownership of the device it was made on, shall remain the property of the Office. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

Portable Audio/Video Recorders

423.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable body-worn camera (BWC), issued by the Office, and that the BWC is in good working order. If the BWC is not in working order or if the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the BWC in a conspicuous manner with an unobstructed front-facing view of their activity when in use.

Any member assigned to a non-uniformed position shall carry a body-worn camera unless in an undercover or other capacity where use the BWC or other recording device would not be conducive to the investigation or safety of the member. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner with an unobstructed front-facing view of their activity when in use.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member de-activated the recording. Members should include the reason for de-activation.

423.6 ACTIVATION OF THE BODY-WORN CAMERA

This policy is not intended to describe every possible situation in which the body-worn camera should be used, although there are many situations where its use is appropriate. Members shall have their BWC powered on at all times while conducting patrol activities and should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder shall be activated in the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations, transports of incident involved subjects, and any other enforcement related activity.
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops.
- (c) Self-initiated activity in which a deputy would normally notify Dispatch.
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

Portable Audio/Video Recorders

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

Failure to activate, delayed activation, recording disruption, or camera malfunction which prevents or interrupts recording shall be documented on the appropriate Incident Report, or in memorandum to the Duty Sergeant if the enforcement activity did not result in an Incident Report. The Duty Sergeant shall review the documentation and take appropriate action as needed based on the circumstances and frequency of such occurrences by the member.

423.6.1 CESSATION OF RECORDING

Once activated, the BWC shall remain on until the event that prompted the activation has concluded and/or the member has physically left the scene, except that recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

If a member deviates from either full video & audio activation of the BWC for any of the above authorized reasons, they shall document such on the recording prior to deactivation or muting and in either the Incident Report if one is produced, or in memorandum to the Duty Sergeant if the situation does not result in an Incident Report.

423.6.2 MUTING OF BODY-WORN CAMERA

A BWC that is activated in accordance to the provisions of this policy, shall remain un-muted until the situation no longer fits the criteria for activation and/or the member has physically left the scene., or when in accordance to any other section of this policy.

Members involved in an arrest or detainment of an individual shall not deactivate or mute their BWC in the time frame immediately succeeding the arrest or detainment simply based on removing yourself from the proximity of the subject. Once a subject is arrested or detained, communications relevant to such arrest are subject to the rules of discovery and thus shall be considered enforcement activity requiring full video and sound activation of the BWC.

423.6.3 DISCRETIONARY RECORDING

In certain circumstances, members may have the discretion to continue to record, to not record, to record audio only, or mute the BWC audio based upon a weighing of legitimate law enforcement interests and an individual's privacy. Situations to include, but not limited to:

- (a) A potential witness who requests to speak to an officer confidentially or desires anonymity.
- (b) A victim or witness who requests that he/she not be recorded (audio or video) and the situation is non-confrontational.
- (c) A victim who requests that he/she not be recorded as a condition of cooperation and the interests of justice require such cooperation.

Portable Audio/Video Recorders

If a member deviates from full video & audio activation of the BWC based on the authority of this policy section, they shall document such on the recording prior to deactivation or muting and in either the Incident Report if one is produced, or in memorandum to the Duty Sergeant if the situation does not result in an Incident Report.

423.6.4 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

New York law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission. Members may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

423.6.5 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

423.6.6 LIVESTREAMING BODY-WORN CAMERAS

Livestreaming of another Member's BWC may only be authorized by a Supervisor and are limited to the following situations:

- (a) In tactical situations, to include, but not limited to, SWAT operations.
- (b) In an Officer Safety situation where an on-duty Member has not responded to repeated calls or status checks from dispatch.
- (c) At the request of a Member who wishes to have a Supervisor livestream his BWC under special circumstances.
- (d) By an Investigator for investigative purposes in a criminal case to which they have been assigned or assisting.
- (e) For any other reason or special circumstance as determined by the Sheriff or authorized designee.

In all situations, other than for Officer Safety issues, members being livestreamed should be notified prior to the livestream being initiated. Any member being livestreamed under the circumstances in this section will comply as directed and may not intentionally interrupt the livestream. Any question by a Member regarding the purpose of a livestream should afterwards be submitted to the BWC coordinator for review.

423.6.7 CRITICAL INCIDENTS AND SPECIAL CIRCUMSTANCES

During critical incidents and other special circumstances, all activated BWC recordings shall continue uninterrupted until otherwise instructed by a supervisor. These situations include:

- (a) Officer-involved shootings.
- (b) In-custody deaths.
- (c) Member involved traffic crashes with fatalities or serious injuries.

Portable Audio/Video Recorders

- (d) Serious injury or death of a member in the line-of-duty.
- (e) Active-shooter and/or mass casualty events.
- (f) Any other critical situation where a supervisor orders continuous activation of on-scene BWCs.

423.6.8 SCHOOL RESOURCE OFFICERS

Members assigned to the position of a School Resource Officer shall abide by all provisions of this Policy, except that, while on school property, mandatory activation when interacting with students shall be more restrictive to criminal enforcement action or other activity which:

- (a) Constitutes a criminal offense, or there is reason to believe that such offense is about occur.
- (b) Becomes confrontational towards the SRO.
- (c) Requires, or there is reason to believe that it may require, Use of Force or any other physical contact, or verbal warning of physical contact for gaining compliance.

Body-worn cameras should not be activated by the School Resource Officer during normal everyday interactions with students or staff, or when encountering or assisting staff with a student whom is simply violating school policies or protocol, unless such activity is covered under any other sections of this policy where discretionary activation would be beneficial for the protection of the member and integrity of the Sheriff's Office, or other involved parties.

423.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using office-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in an official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with office-issued or personally owned recorders. Members shall not duplicate or distribute such recordings in any manner, except for authorized legitimate office business purposes. All such recordings shall be retained at the Office. Members shall not erase, alter, reuse, modify or tamper with any recording. Members will not allow citizens to review recordings unless authorized by a Supervisor.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of their supervisor. Any member who uses a personally owned recorder for office-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

It shall further be prohibited to use the body-worn camera or other portable recorder in the following manner:

Portable Audio/Video Recorders

- (a) To intentionally record conversations of fellow members without their knowledge during routine, non-enforcement related activities, or communications with other law enforcement personnel unrelated to official duties.
- (b) In places where a reasonable expectation of privacy exists, such as: locker rooms, dressing rooms or restrooms, unless the recording is being made pursuant to an arrest or in search of the location or the individuals.
- (c) When conducting tactical planning.
- (d) While administering a DataMaster breath test during which time the recorder shall be powered off.
- (e) Encounters with undercover officers or confidential informants where the conversation would identify them as such. This does not include when members are engaging in enforcement-related activity where activation is required in accordance to the provisions of this policy.
- (f) In order to capture discussions between individuals with privilege, such as attorneys, members of the clergy, peer support counselors, and medical professionals.

423.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members shall download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

423.9 RETENTION OF RECORDINGS

All recordings shall be retained for a period consistent with the requirements of the established records retention schedule but in no event for a period less than 180 days.

423.9.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

Members may only release audio/video recordings to outside agencies without prior authorization when such recording is relevant to an arrest, criminal prosecution, or a verified criminal investigation being conducted by another law enforcement or prosecuting agency, or when otherwise authorized in this policy or the Body-Worn Camera Procedure.

423.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time a recording involves or is relevant to a Use of Force incident, when they are investigating alleged misconduct or reports of

Portable Audio/Video Recorders

meritorious conduct, or whenever such recordings would be beneficial in reviewing a member's performance.

Supervisors are further authorized to review recordings that may be beneficial for training purposes. If a recording is deemed as such, the Supervisor shall make a request to the Sheriff, or Sheriff's designee, with an explanation of the training benefits, and receive approval prior to using it as a training aid for uninvolved members.

Recorded files may also be reviewed:

- (a) By members assigned to criminal investigations where recordings from other members would be relevant to their investigation.
- (b) By any member of the Office who has been authorized to participate in an official administrative investigation, personnel complaint, or other administrative task where reviewing the recording would be relevant to the matter.
- (c) By any member of the Use of Force Review Committee in accordance to their assigned duties on said committee.
- (d) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (e) By media personnel with permission of the Sheriff or the authorized designee.
- (f) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.
- (g) By Sheriff designated members prior to sharing with other Federal, State, or Local agencies, or other County Departments as necessary for legitimate work-related purposes.
- (h) In any other circumstance where the Sheriff authorizes review of specific recordings by designated members.

All recordings should be reviewed by the County Attorney's Office prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court (Public Officers Law § 89).

Any member viewing another member's BWC recording as authorized by this Policy, shall document the reason in the recording file on Evidence.com, except if doing so would be detrimental to the integrity of an administrative investigation, or violate the privacy of any member subject to the administrative investigation. In those circumstances, required documentation of the review should instead be completed in the administrative investigation report (see Personnel Complaints Policy).

INTERMUNICIPAL AGREEMENT

This agreement made on the ____ day of June 2024, by and between the Board of Education of the Naples Central School District (hereinafter "School District") and the Village of Naples (hereinafter "Village").

1. Objective: The Village of Naples Recreation Department seeks to use the School District's pool for family and summer swimming programs.
2. Term: This Agreement shall commence June ____ 2024, and terminate on June ____ 2025
3. Description of the Pool: The School district shall provide access to its pool and pool facilities including locker-room for use by the Village during the term of the Agreement ("Pool").
 - 3.1 Description of the Programs: The Village will use the Pool for its open family swim nights and summer swimming program. Both programs will commence and terminate with the term of this agreement.
 - 3.2 Condition of the Pool: The Village will maintain the general condition of the Pool in the same or better condition throughout the duration of this Agreement as it is in at the commencement of this Agreement.
 - 3.3 Access, Hours, and Closing: The Parties will agree on the terms of Access to the Pool. Including method and hours of access and method and responsibility for closing the pool when not in use. These terms will be annexed to this Agreement as "Schedule A."
4. Consideration: In exchange for allowing the Village to use the Pool, the School District will benefit from the Village's provision of Summer Swimming Programs to District students and residents.
5. Responsibilities of the Village:
 - 5.1 Facility Use – the Village will complete the Facility Use process
 - 5.2 Pool Maintenance: The Village shall be responsible for all costs and actions required for general maintenance of the Pool during Village Program Hours during the term of this Agreement.
 - 5.3 Lifeguards: The Village shall employ Red Cross certified lifeguards approved by Civil Service and the Village Board. The Village shall be solely responsible for the employment of said lifeguards including but not limited to compliance with all Federal, State, and local employment laws, as well as any negligent acts of omissions committed by said lifeguards during the term of the Agreement.
 - 5.4 Insurance: The Village shall obtain insurance which complies with the requirements of the School District's insurance company. A certificate of Insurance shall be provided to the School District on or before June ____, 2024
 - 5.5 Damage to the Pool:
 - A. In the event of intentional damage by a participant(s). every attempt will be made to hold the perpetrators responsible for any costs associated with their decisions and actions.

- B. In the event of a system malfunction due to damage. The Village and School District agree to mutually investigate and determine a fair, equitable resolution.
- 5.6 Indemnification: The Village shall indemnify, defend, and hold harmless the School District, its agents, and employees, from any and all claims, actions, suits, or expenses which arise out of or are in connection with the use of the Pool during the term of the Agreement and/or arise out of or are in connection with any other terms under this Agreement.

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

VILLAGE OF NAPLES

NAPLES CENTRAL SCHOOL DISTRICT

By: Brian Schenk

Title: Mayor

Date_____

By:

President, Board of Education

Date_____

Approval by the Naples Board of
Education on_____.

MUNICIPAL COOPERATION AGREEMENT

AN AGREEMENT, made by and between the Village of Naples, a municipal corporation having its offices located at 106 S. Main St., Naples, NY 14512 (hereafter The Village) and the Naples Central School District having its main office located at 136 N. Main St., Naples, NY 14512 (hereafter The School);

WITNESSETH:

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

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

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

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

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

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

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

5. This agreement shall be for a term of one (1) year, commencing on the _____ day of _____, 2024, and ending on the _____ day of _____, 2025

In Witness Whereof, the parties have hereunto set their hands and seals this _____ day of _____, 2024

Village of Naples
By:

Naples Central School
By:

TERMS AND CONDITIONS OF EMPLOYMENT

This document shall set forth the terms and conditions of employment for Shawn Mason (“Employee”), as provided by the Board of Education of the Naples Central School District (the “Board”).

Nothing contained herein shall be construed as a contract of employment. It lists the Employee’s salary and supplemental benefits. The terms and conditions contained herein may be changed by the Board of Education at the Board’s discretion.

Effective July 1, 2024, the Board will employ the Employee and the Employee accepts the employment as Director of Facilities under the following terms and conditions:

1. Employee shall be employed as the Director of Facilities and perform all administrative, managerial, and procedural duties connected therewith along with such other and further duties as may be assigned by the Superintendent.

The annual salary for the position of Director of Facilities shall be as follows;

Compensation for Year 1 beginning July 1, 2024: \$88,285

Compensation for Year 2 beginning July 1, 2025: Will Increase by 3.5%

Compensation for Year 3 beginning July 1, 2026: Will Increase by 3.5%

Compensation for Year 4 beginning July 1, 2027: Will Increase by 3.5%

Compensation for Year 5 beginning July 1, 2028: Will Increase by 3.5%

2. Such compensation shall be paid to the Director of Facilities on days established by the Board of Education for the payment of employee salaries.
3. The Employee has no grievance rights and any discipline will be governed by the laws of New York State. No additional discipline rights are conferred by this document. Furthermore, this Agreement and the employment of the Director of Facilities may be terminated in accordance with the provisions of NYS Law, if applicable.
4. The Employee shall be entitled to the fringe benefits listed below:

<u>Benefit</u>	<u>Managerial</u>
VACATION	- 25 days granted on July 1 of each school year. - 5 unused days may be carried each year for a maximum of 30 days in one year. - Any remaining unused days will be converted to sick days at the end of each school year.

VACATION CASH IN	May cash in a maximum of (5) unused vacation days at his/her per diem rate at the end of the year.
SICK LEAVE	Fifteen (15) days are granted on July 1 of each school year. Unused sick leave days at the end of each year will be added to the accumulated sick leave total for the following year for a maximum of 220 days. Any accumulated sick time beyond 220 will be reimbursed at \$40 per day at the end of the year.
DEATH IN FAMILY	Up to three (3) days are available per year for bereavement. If additional days are needed, they will be deducted from sick leave at the discretion of the Superintendent. Family shall be defined as child, step-child, spouse, parent, sibling, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
HEALTH INSURANCE	Healthy Blue High Deductible Health Plan (HDHP). The district will pay 100% of the premium. The district will seed the employee's HSA 100% of the deductible each year on July 1st. Other Offerings: Blue Point 2 Value \$20 co-pay with a \$10/\$25/\$40 drug co-pay or Healthy Blue \$30 co-pay with the \$5/\$35/\$70 drug rider. If participating in a non-high deductible health insurance plan the employee will contribute towards the total annual premium (single or family) of 12.0% each year.
HEALTH INSURANCE UPON RETIREMENT	Retirees will have the same health insurance benefit plan upon retirement or a similar plan as current employees of the district in similar positions, as health insurance plans may change from time to time at the District's discretion. District contribution towards health insurance for single coverage upon retirement will be as follows: • 8-15 years - 70% • 16-20 years – 75% • Over 20 years – 80% When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or its equivalent. A complimentary plan is a Medicare-eligible product that works in conjunction with Medicare.
HEALTH INSURANCE BUY-OUT	\$1,500 Single, \$3,000 Family. Proof of alternative coverage must be provided to the District on a yearly basis to qualify.
DENTAL INSURANCE	Dental Blue Option as per the CSEA contract.
FLEX PLAN	The District will permit the Employee to participate in the Flexible Spending Plan, fully funded by the Employee.
WORK YEAR	July 1 st – June 30 th
TAX-SHELTERED RETIREMENT PLAN	Tax-Sheltered 403b Plan: The employee may participate in the District's 403b Plan that would be fully funded by the employee.
PERSONAL LEAVE	Personal: 4 non-cumulative days per year. Whenever possible, the Employee shall notify the Superintendent at least forty-eight (48) hours prior to the dates of the request for use of personal leave.
JURY DUTY	If elected to serve jury duty, the employee shall be paid the difference between any jury duty payment and their regular daily rate for time served.

HOLIDAYS	The Employee will be granted 14 paid Holidays including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, July 4 th , Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day), Juneteenth
VOLUNTARY RESIGNATION	In the event that the employee wishes to terminate this contract with the Naples Central School District, notification will be made to the Board of Education at least thirty (30) days prior to the anticipated resignation date unless waived by the Superintendent and the Board of Education
PROFESSIONAL MEETINGS	The District agrees to pay all reasonable expenses for appropriate professional meetings and conferences as approved by the Superintendent of Schools.
EVALUATION	It is agreed that the Director of Facilities and the Business Administrator shall develop goals and specific objectives for the position of Director of Facilities for review on or before August 5 each year and a performance evaluation shall be completed each year.

Signed:

Jacob Hall, Board of Education President

Kevin Swartz, Superintendent of Schools

Shawn Mason, Director of Facilities

Approved by the Naples Board of Education on June 12, 2024

TERMS AND CONDITIONS OF EMPLOYMENT

This document shall set forth the terms and conditions of employment for Benjamin T. Pursell (“Employee”), as provided by the Board of Education of the Naples Central School District (the “Board”).

Nothing contained herein shall be construed as a contract of employment. It lists the Employee’s salary and supplemental benefits. The terms and conditions contained herein may be changed by the Board of Education at the Board’s discretion.

Effective July 1, 2024, the Board will employ the Employee and the Employee accepts the employment as Technology Coordinator under the following terms and conditions:

1. Employee shall be employed as the Technology Coordinator and perform all administrative, managerial, and procedural duties connected therewith along with such other and further duties as may be assigned by the Superintendent.
2. The annual salary for the position of Technology Coordinator shall be as follows;

Compensation for Year 1 beginning July 1, 2024: \$85,620
Compensation for Year 2 beginning July 1, 2025: Will Increase by 3.5%
Compensation for Year 3 beginning July 1, 2026: Will Increase by 3.5%
Compensation for Year 4 beginning July 1, 2027: Will Increase by 3.5%
Compensation for Year 5 beginning July 1, 2028: Will Increase by 3.5%
3. Such compensation shall be paid to the Technology Coordinator on days established by the Board of Education for the payment of employee salaries.
4. The Employee has no grievance rights and any discipline will be governed by the laws of New York State. No additional discipline rights are conferred by this document. Furthermore, this Agreement and the employment of the Technology Coordinator may be terminated in accordance with the provisions of NYS Law, if applicable.
5. The Employee shall be entitled to the fringe benefits listed below:

<u>Benefit</u>	<u>Managerial</u>
VACATION	- 25 days granted on July 1 of each school year. - 5 unused days may be carried each year for a maximum of 30 days in one year.

	- Any remaining unused days will be converted to sick days at the end of each school year.
VACATION CASH IN	May cash in a maximum of (5) unused vacation days at his/her per diem rate at the end of the year.
SICK LEAVE	Fifteen (15) days are granted on July 1 of each school year. Unused sick leave days at the end of each year will be added to the accumulated sick leave total for the following year for a maximum of 220 days. Any accumulated sick time beyond 220 will be reimbursed at \$40 per day at the end of the year.
DEATH IN FAMILY	Up to three (3) days are available per year for bereavement. If additional days are needed, they will be deducted from sick leave at the discretion of the Superintendent. Family shall be defined as child, step-child, spouse, parent, sibling, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law
HEALTH INSURANCE	Healthy Blue High Deductible Health Plan (HDHP). The district will pay 100% of the premium. The district will seed the employee's HSA 100% of the deductible each year on July 1st. Other Offerings: Blue Point 2 Value \$20 co-pay with a \$10/\$25/\$40 drug co-pay or Healthy Blue \$30 co-pay with the \$5/\$35/\$70 drug rider. If participating in a non-high deductible health insurance plan the employee will contribute towards the total annual premium (single or family) of 12.0% each year.
HEALTH INSURANCE UPON RETIREMENT	Retirees will have the same health insurance benefit plan upon retirement or a similar plan as current employees of the district in similar positions, as health insurance plans may change from time to time at the District's discretion. District contribution towards health insurance for single coverage upon retirement will be as follows: • 10-15 years - 70% • 16-20 years – 75% • Over 20 years – 80% When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or its equivalent. A complimentary plan is a Medicare-eligible product that works in conjunction with Medicare.
HEALTH INSURANCE BUY-OUT	\$1,500 Single, \$3,000 Family. Proof of alternative coverage must be provided to the District on a yearly basis to qualify.
DENTAL INSURANCE	Dental Blue Option as per the CSEA contract.
FLEX PLAN	The District will permit the Employee to participate in the Flexible Spending Plan, fully funded by the Employee.
WORK YEAR	July 1 st – June 30 th
TAX-SHELTERED RETIREMENT PLAN	Tax-Sheltered 403b Plan: The employee may participate in the District's 403b Plan that would be fully funded by the employee.
PERSONAL LEAVE	Personal: 4 non-cumulative days per year. Whenever possible, the Employee shall notify the Superintendent at least forty-eight (48) hours prior to the dates of the request for use of personal leave.

JURY DUTY	If elected to serve jury duty, the employee shall be paid the difference between any jury duty payment and their regular daily rate for time served.
HOLIDAYS / REMOTE WORK DAYS	The Employee will be granted 14 paid Holidays including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day), Juneteenth The Technology Coordinator will receive ten (10) remote working days per year. Prior approval must be received by the Superintendent before use.
VOLUNTARY RESIGNATION	In the event that the employee wishes to terminate this contract with the Naples Central School District, notification will be made to the Board of Education at least thirty (30) days prior to the anticipated resignation date unless waived by the Superintendent and the Board of Education
PROFESSIONAL MEETINGS	The District agrees to pay all reasonable expenses for appropriate professional meetings and conferences as approved by the Superintendent of Schools.
EVALUATION	It is agreed that the Technology Coordinator and the Superintendent shall develop goals and specific objectives for the position of Technology Coordinator for review on or before August 5 each year and a performance evaluation shall be completed each year.

Signed:

Jacob Hall, Board of Education President

Kevin Swartz, Superintendent of Schools

Benjamin T. Pursell, Technology Coordinator

Approved by the Naples Board of Education on June 12, 2024

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

NAPLES CENTRAL SCHOOL DISTRICT

and the

NAPLES ASSISTANT SUPERINTENDENT FOR BUSINESS

July 1, 2024 - June 30, 2029

Naples Central School District

Assistant Superintendent for Business Contract

It is hereby agreed by and between the Board of Education of the Naples Central School District located in Ontario County in the State of New York (hereinafter called the "Board") and Chad Hunt (hereinafter called the "Assistant Superintendent for Business"), collectively referred to herein as the "parties," in accordance with the action of the Board of Education:

Employment as Assistant Superintendent for Business

Both parties agree that Chad Hunt shall be employed as and perform the duties of the Assistant Superintendent for Business in and for the public schools in said District as prescribed by the laws of the State of New York and by the rules and regulations made thereunder by the Board of said District. The position is probationary for four years commencing January 1, 2022 with tenure eligibility as of December 31, 2025.

The Assistant Superintendent for Business shall be an administrative officer of the district and shall perform all the duties and accept all the responsibilities usually required of an Assistant Superintendent for Business in this District or a similar district pursuant to the provisions of the Education Law of the State of New York and shall be responsible to the Board of Education of said District.

Compensation

Compensation shall be paid to the Assistant Superintendent for Business on the days established for the payment of employees' salaries and shall be subject to the provisions and requirements of Article /I of the Education Law of the State of New York, relative to the State Teachers' Retirement System.

Compensation for Year 1 – Effective July 1, 2024 shall be \$133,257

Compensation for Year 2 – Effective July 1, 2025 shall increase by 3.5%

Compensation for Year 3 – Effective July 1, 2026 shall increase by 3.5%

Compensation for Year 4 – Effective July 1, 2027 shall increase by 3.5%

Compensation for Year 5 – Effective July 1, 2028 shall increase by 3.5%

Terms of Employment

This contract will be in effect until such time as it is either terminated by the Board or modified by mutual agreement between the district and the employee covered under it. On an annual basis, either party may ask that items from or the entire contract be opened for discussion.

Certification

The Assistant Superintendent for Business shall furnish throughout the life of this contract, a valid and appropriate certificate as defined in the Regulations of the Commissioner of Education to act as an Assistant Superintendent for Business in the State of New York. The Assistant Superintendent for Business hereby agrees to devote his/her time, skill, labor and

attention to said employment during the term of his/her contract. The Assistant Superintendent for Business, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

Duties and Responsibilities

The Assistant Superintendent for Business agrees to perform such duties as Assistant Superintendent for Business of the Naples Central School District as are now or may hereafter, during the course of this contract, be prescribed by the Education Law of New York, the rules and regulations of the Commissioner of Education, Acts of the United States of America, Statutes of the State of New York and the District's job description for an Assistant Superintendent for Business. In addition, the Assistant Superintendent for Business shall exercise such other rights and powers and shall perform such other duties as are or hereafter shall be enjoined upon the Assistant Superintendent for Business by the Board of Education of the Naples Central School District, and/or the Superintendent, including, but not limited to the following:

- A. Administer those items which are stated in the Board of Education Policy.
- B. Administer and supervise all financial affairs of the Naples Central School District, within the framework of the policies of the Board of Education.
- C. Keep the Superintendent and Board of Education advised on all matters concerning the administration of the Naples Central School financial management programs.
- D. Make recommendations to the Superintendent and Board of Education as to organization and/or reorganization of the administration of non-teaching programs, business affairs and other assigned areas which seems to best meet the needs of the district.
- E. Be responsible for assisting with recruiting of non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.
- F. Recommend non-teaching candidates for positions under his/her jurisdiction, to be considered by the Superintendent and Board of Education for appointment, permanent appointment, dismissal and placement and transferring of personnel.
- G. Oversee the Facilities, Transportation, and Food Service leadership teams.

District Clerk

When the Assistant Superintendent for Business functions in the capacity of District Clerk in addition to his/her supervision of Maintenance & Operations, Transportation, and Food Service, the Assistant Superintendent for Business will be paid a stipend of \$8,000 annually.

Vacations

The Board agrees to provide the Assistant Superintendent for Business with twenty- five (25) days of vacation in each year of employment. Up to five (5) days unused at the end of the year may be carried over for one (1) year for a maximum of thirty (30) days in any one year. Any unused vacation days may be converted to sick leave days at the end of each school year and/or may be cashed into a maximum of five (5) unused vacation days at his/her per diem rate. The scheduling of vacations shall be made, by the Assistant Superintendent for Business with the Superintendent's consent so as not to interfere with the operation of the Naples Central School District.

Fourteen paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth (if on a Saturday, not paid), July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day).

The Assistant Superintendent for Business may use vacation days when school is closed due to emergency conditions with the Superintendent's approval.

Health Insurance:

Effective January 1, 2022, the district will make available to each unit member the Blue Point 2 Extended health insurance plan with a \$5-15-30 Prescription Drug Rider, as well as the following mutually agreeable alternative health plan options:

- Blue Point 2 Select \$15 co-pay with the \$10/\$25/\$40 drug rider.
- Blue Point 2 Value \$20 co-pay with a \$10/\$25/\$40 drug co-pay
- Healthy Blue \$25 co-pay with a \$5/\$25/\$50 drug rider.
- Healthy Blue \$30 co-pay with the \$5/\$35/\$70 drug rider.

Also available to all employees will be the following high deductible plan:

- Healthy Blue \$1,500/\$3,000 High Deductible Health Plan (HDHP)
\$5/\$35/\$70 Rx.
 - The district will pay 100% of the premiums.
 - At first-time enrollment in the HDHP plan, the district will make a one-time contribution of 100% of the deductible to the employee's Health Savings Account (HSA) within the first thirty (30) days of first-time enrollment.

- In all subsequent years of enrollment in the HDHP plan, the district will make an annual contribution of 75 % of the deductible to the employee's Health Savings Account (HSA) on January 1.

The administrator, if participating a non-high deductible health insurance plan, will contribute towards the the total annual premium (single or family) as follows:

2024-2029	15.0%
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If the Assistant Superintendent for Business is otherwise covered by health insurance, in lieu of this payment towards premiums the Assistant Superintendent for Business may receive a payment of \$1,500 if eligible for single coverage or \$3,000 if eligible for two persons or family coverage.

- B. **Dental Insurance:** Effective January 1, 2022, Dental coverage will be provided through a mutually agreeable plan to the Assistant Superintendent for Business and any dependents, upon filing a written request for the same, using yearly updated allowances based on usual, customary and reasonable charges.
- C. **Flexible Benefits Plan:** Effective January 1, 2022, the District will provide a flexible benefit plan for the voluntary contribution by the Assistant Superintendent for Business, to be used for those areas allowable by law - - (payment of health insurance premium, non-reimbursed medical, dental, eye care costs and dependent care payments).
- D. **Medical Reimbursement Plan:** The District will contribute for the Assistant Superintendent for Business each school year to a Medical Reimbursement Plan (Section 105) in the amount of \$700.00 if the Assistant Superintendent for Business is enrolled in the district provided health insurance coverage. This provision is subject to all State and Federal Income Tax Laws and Regulations.
- E. **Health Insurance After Retirement:** After 10 years of employment at the time of retirement, the district will provide the retiring Assistant Superintendent for Business with a statement indicating the number of unused and accumulated sick leave days in the Assistant Superintendent for Business account at the time of retirement. Such days shall have a value equal to *1/240th* of the then current salary at the time of retirement. The District will thereafter pay the full cost of the health insurance program in effect for active administrators in the District, except for the cost of dental insurance, family or individual coverage, as the retiree chooses, until exhaustion of the dollar amount of the unused accumulated sick leave at the time of retirement, after which time the District will provide fifty percent (50%) of the premium for individual coverage, except for dental coverage, for the retired Assistant Superintendent for Business for life. The retired Assistant Superintendent for Business has the option of applying the dollar amount equivalent to 50% of individual coverage to offset family coverage at his/her option. If the retired Assistant Superintendent for Business predeceases his/her spouse, the surviving spouse will

be entitled to continue under the district health plan by paying 100% of the premium for individual coverage. The retired Assistant Superintendent for Business and spouse will be eligible for the least costly of either the 5-15-30 co-pay prescription drug rider or the drug rider in effect for active administrators in the district.

If the Assistant Superintendent for Business becomes permanently and completely disabled (subject to verification by the district's appointed medical personnel) he may participate, in the then-existing health insurance plan to the extent allowed by law and then current carrier policy and contract upon payment by the Assistant Superintendent for Business of any and all costs of such participation.

Leaves of Absence

A. Sick Leave:

1. Up to fifteen (15) days per year of fully paid leave shall be available for the following reasons: personal illness, physical or mental disability of the Assistant Superintendent for Business or illness or death in the family, defined for this purpose as the Assistant Superintendent for Business spouse, child, stepchild if the Assistant Superintendent for Business has been or is the responsible caregiver, mother, father, sister, brother, grandparents, or mother-, father-, sister-, brother-in-law. Grandchildren, stepparents, aunt or uncle shall be included in this definition in the case of death in the family. All leaves under this Agreement run concurrently with leave provided by the Family and Medical Leave Act which is hereby adopted, and no reinstatement rights of that Act are waived or modified by this Agreement except as provided expressly by this Agreement. Accrued balances as of December 31, 2021 will be applied to this job title on January 1, 2022.

2. Sick leave days unused at the end of each school year will be accumulated into the Assistant Superintendent for Business accumulated sick leave total for the following school year, to a maximum of 220 days. Any accumulated sick time beyond the 220 days will be reimbursed at \$40 per day.

3. On the first day of each fiscal school year, the Assistant Superintendent for Business shall be credited with an additional fifteen (15) sick leave days and in the case that accumulated sick leave days have reached the maximum, the additional fifteen (15) days shall also be credited to permit a maximum during that year of 235 days available.

B. Personal Leave:

1. Personal leave is for the transaction of personal business which cannot be conducted outside of the normal work day. If a request is made for the use of a personal day either immediately prior to or after a vacation period, a reason must be stated on the request for personal day use. Acceptable reasons for the use of such leave are funerals, college activities, and weddings in the immediate family, as well as educational conferences and retirement conferences/meetings.

2. The Assistant Superintendent for Business will be allowed up to five (5) days personal leave per year, deductible from sick leave, upon the following conditions:

- a. Written application for such leave must be made to the Superintendent at least 48 hours in advance of the date requested, except in emergency situations.
- b. Approval of the Superintendent is a prerequisite to taking of such leave.

C. Bereavement:

Up to 3 days (4 if the funeral is over 150 miles one way) are available per year for bereavement. This leave may be used for deaths of those people as listed under Section 1 of Sick Leave, above. This leave is non-accumulative and non-reimbursable. If additional days are needed, they will be deducted from sick leave.

D. Jury Duty and Legal Leave:

If subpoenaed as a witness or juror, the Assistant Superintendent for Business will be paid the difference between the fee received as such witness or juror and the per diem rate of salary. Such absences are not deductible from sick or personal leave.

E. Extensions:

Any extension of leave concerning personal illness or death in the family will be determined by the Board of Education, in its discretion.

If the Assistant Superintendent for Business accompanies Naples Central School students on a non-school sponsored but curricular or enrichment related trip, she shall not be subject to loss of paid personal time if unavoidably detained or circumstance requires an earlier than anticipated departure time. Under normal circumstances, trips of this sort are to be scheduled during vacation periods.

F. Conferences and Visitations:

The Assistant Superintendent for Business is encouraged to attend conferences and visit other schools. Requests for such conference days should be made to the Superintendent and must have his/her approval.

G. Unpaid Leave:

A one-year leave of absence without pay may be granted by the Board of Education in its discretion. Under some circumstances fringe benefits may be allowed during such leave.

H. Emergency Leave:

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the sick leave program.

I. Childrearing Leave:

1. Childrearing leave shall be available upon the following terms:

- a. Written notice of request for childrearing leave is to be delivered to the Superintendent as soon as practicable.
- b. Such request shall include the estimated or intended date of commencement of such leave, and the intended date for return to work. Generally, such return is to be at the beginning of a semester.
- c. Child rearing leaves must be approved by action of the Board of Education upon recommendation of the Superintendent.
- d. While on child rearing leave, the Assistant Superintendent for Business shall be entitled to such benefits, if any, as District policy and/or law, requires.

2. Adoptive leave is available, upon the same terms:

- a. Written notice of request for adoptive leave is to be delivered as soon as possible after the notification of adoption is made by the adoption agency.
- b. At such time, the Assistant Superintendent for Business shall notify the Superintendent of the date she wishes to commence and terminate such adoptive leave. Generally, such return date is to be at the beginning of the semester.

Professional Development

With the Superintendent's approval, the Assistant Superintendent for Business may attend professional meetings on all levels (National, State, and Local) for the purpose of keeping appraised of developments in the educational field and school administration, at the expense of the district and at the reimbursement rate allowed by the Board of Education.

Tuition

Once all requirements for Professional Certification as a School District Business Leader are complete the district shall pay the cost of one graduate course (up to three hours) per school year, upon its successful completion, for courses related to furthering the Assistant Superintendent for Business's development in the educational field and school administration.

403(b) Contribution

The District shall contribute \$2,500.00 per year, per school year to the 403(b) account designated for this purpose by the Assistant Superintendent for Business.

Evaluation

The Superintendent will evaluate yearly the performance of the Assistant Superintendent for Business. The Assistant Superintendent for Business will have the opportunity to confer with the Superintendent and receive the written evaluation which shall become part of the personnel record.

Voluntary Resignation

In the event the Assistant Superintendent for Business wishes to terminate this contract with the Naples Central School District, notification will be made to the Board of Education at least six (6) months, but in no event less than two (2) months, prior to the anticipated resignation date, unless waived by the Superintendent and the Board of Education.

In the event the Assistant Superintendent for Business resigns prior to the expiration of this contract, the district's compensatory obligation to the Assistant Superintendent for Business is terminated on the effective date of the resignation.

Ethics

Both the Board and the Assistant Superintendent for Business agree to abide by the Code of Ethics of the New York State School Boards Association and the New York State Council of School District Administrators, attached hereto.

Dated this 12th day of June, effective July 1, 2024

Assistant Superintendent for Business:

Chad Hunt

Superintendent of Schools:

Kevin R. Swartz

Attest: School District Clerk:

Pamela Jo Claes

AASA's Statement of Ethics for Educational Leaders

An educational leader's professional conduct must conform to an ethical code of behavior, and the code must set high standards for all educational leaders. The educational leader provides professional leadership across the district and also across the community. This responsibility requires the leader to maintain standards of exemplary professional conduct while recognizing that his or her actions will be viewed and appraised by the community, professional associates and students.

The educational leader acknowledges that he or she serves the schools and community by providing equal educational opportunities to each and every child. The work of the leader must emphasize accountability and results, Increased student achievement, and high expectations for each and every student.

To these ends, the educational leader subscribes to the following statements of standards.

The educational leader:

1. Makes the education and well-being of students the fundamental value of *all* decision making.
2. Fulfills all professional duties with honesty and Integrity and always acts in a trustworthy and responsible manner.
3. Supports the principle of due process and protects the civil and human rights of all Individuals.
4. Implements local, state and national laws.
5. Advises the school board and implements the board's policies and administrative rules and regulations.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
7. Avoids using his/her position for personal gain through political, social, religious, economic or other Influences.
8. Accepts academic degrees or professional certification only from accredited institutions.
9. Maintains the standards and seeks to Improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
11. Accepts responsibility and accountability for one's own actions and behaviors
12. Commits to serving others above self.

-- Adopted by the AASA Governing Board, March 1, 2007

Code of Conduct of the New York State School Boards Association

Consistent with our dedication to children, learning and community, members of the New York State School Boards Association. As representatives of the citizens of our state's school districts and Boards of Cooperative Educational Services (BOCES), hereby adopt this Code of Conduct. In so doing, we state our belief that a code of conduct promotes public confidence in the schools and advances the attainment of district goals and thus we recognize:

- that we have been selected by our fellow citizens and entrusted with the authority and obligation to strive to provide all students of our communities and state with equal opportunity for educational excellence.
- that the future welfare of our communities, local school districts and BOCES, state and nation depend in large measure upon the quality of education we provide in the public schools to fit the needs of every learner.
- that legally the authority of the boards of education is derived from the state which ultimately sets the parameters in which school board service is conducted.
- that we must never neglect our personal obligations to our communities and our legal obligations to the state, nor surrender these responsibilities to any other person, group or organization; but that, beyond these, we have a moral and civic obligation to the nation which can remain strong and free only so long as public schools in the United States of America are kept free and strong.

In view of the foregoing considerations, it shall be our endeavor as school board members and as members of the New York State School Boards Association to:

- devote time, thought, and study to the duties and responsibilities of being school board members as well as participate in training activities so that we may render effective, informed and creditable service.
- regularly attend board meetings and take action after careful study of the issues facing the board and after full discussion at such meetings.
- work with fellow school board members in a spirit of harmony and cooperation in spite of differences of opinion that arise during vigorous debate of points at issue.
- base decisions upon available facts in each situation; to base each vote upon honest conviction, unswayed by partisan bias; thereafter, to abide by and uphold the final majority decision of the board.
- communicate concerns and public reaction to board policies and school programs to the superintendent and other board members in a professional manner.
- remember that as individuals, school board members have no legal authority outside the meetings of the board, and that this must be reflected in all expressions with staff, the local citizenry, and the media.
- resist temptation and outside pressure to use our positions as school board members to benefit either ourselves or any other individual or agency apart from the total interest of our school districts.

- agree to honor our positions and the people who elected us by maintaining high ethical standards and by not engaging in any activity which presents a conflict of interest, or an appearance of impropriety.
- publicly disclose the nature and extent of any interest we as school board members have in any proposed contract or agreement which comes before the board.
- keep confidential matters pertaining to the schools, which are either legally required to be kept confidential and/or, if disclosed, would needlessly Injure individuals or the schools.
- follow the dictates of the state's Open Meetings Law.
- recognize that the primary function of a school board Is to establish policies (which are in conformity with applicable law and regulations) by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be left to the superintendent of schools and his/her staff.
- strive to procure, when the vacancy exists, the employment of a superintendent who Is best qualified for the job and who represents the Interests of our communities.
- strive to build and exercise a relationship with the superintendent that is constructive and positive and which enables district staff to function as effectively as possible.
- make decisions having received the recommendations of the superintendent in matters of employment or dismissal of school personnel.
- welcome and encourage active involvement by citizens, including parents and organizations in board activities regarding establishing school policy and developing future plans.

Grade 1 Items for Discard:

Big Books:

Fossils By Claire Llewellyn

Remarkable Rocks by Ron Cole

The Native Americans Told Us So by Melvin Berger

Life in a Coral ReefBy Melvin Berger

The Mystery of Magnets by Melvin Berger

Bread Around the World By Cynthia Rothman

Mama's Birthday by Gwen Lavert

Animals in Hiding by Melvin Berger

Kites Sail High by Ruth Heller

Green Gorillas, Green Gorillas, Go! Go! Go!

The Kangaroo Who Couldn't Dance

Big Book of Rhymes and Chimes

Award Reading Big Books

 Zolar and Zina in Space

 Quick! Quick! Quick!

 We See Big Letters

 How Many Spots?

 My Camera

 Spots and Stripes

Grade 1 Core Knowledge Language Arts

Skills Strand:

- Vowels Code Flip Book
- Consonants Code Flip Book
- Snap Shots Unit 1 Big Book
- Gran Unit 1 Big Book
- Fable Unit 2 Big Book

Listening and Learning Strand: Tell It Again! Flip Books

- Domain 1: Fables and Stories
- Domain 2: The Human Body

- Domain 3: Different Lands, Similar Stories
- Domain 4: Early World Civilizations
- Domain 5: Early American Civilizations
- Domain 6: Astronomy
- Domain 7: The History of the Earth
- Domain 8: Animals and Habitats
- Domain 9: Fairy Tales
- Domain 10: A New Nation
- Domain 11: Frontier Explorers

Listening and Learning Strand: Read Aloud Anthology

- Domain 1: Fables and Stories
- Domain 2: The Human Body
- Domain 3: Different Lands, Similar Stories
- Domain 4: Early World Civilizations
- Domain 5: Early American Civilizations
- Domain 6: Astronomy
- Domain 7: The History of the Earth
- Domain 8: Animals and Habitats
- Domain 9: Fairy Tales
- Domain 10: A New Nation
- Domain 11: Frontier Explorers

Listening and Learning Strand: Read Aloud Image Cards

- Domain 1: Fables and Stories
- Domain 2: The Human Body
- Domain 3: Different Lands, Similar Stories
- Domain 4: Early World Civilizations
- Domain 5: Early American Civilizations
- Domain 6: Astronomy
- Domain 7: The History of the Earth
- Domain 8: Animals and Habitats
- Domain 9: Fairy Tales
- Domain 10: A New Nation
- Domain 11: Frontier Explorers

**Grade 3 Almekinder TextBook Discard List
2023-24**

Title	Publisher	Year	Copies (student text & teacher manual)
Harcourt Science	Harcourt Brace	2000	25 & 1
Sing to the Sea (basal reader)	McMillan/McGraw Hill	1995	24 & 1
Harcourt Trophies (basal reader)	Harcourt Brace	2005	54 & 2
Catch a Sunflake (basal reader)	McMillan/McGraw Hill	1995	21
Make a Splash (basal reader_	McMillan/McGraw Hill	1995	15
Living in Our World (social studies)	Harcourt Brace	1997	15 & 1

Grade 3 - Debattista's Textbooks to Discard:

Title/Publisher	Quantity
Sing It To The Sea - Macmillan/McGraw-Hill	14
Window To The Sky - Macmillan/McGraw-Hill Plus Spiral Bound Teacher Guide	15
Just For You (Tiger Cover) - Harcourt/Trophies	11
Catch A Sunflake - Macmillan/McGraw-Hill	19
Changing Patterns (Zebra Cover) - Harcourt/Trophies	23
Changing Patterns (Turtle and Rabbit Cover) - Harcourt/Trophies	22
Harcourt Science	24
Webster Intermediate Dictionary copyright 1986	2

Sarah Waltman - Intervention Books to be discarded (outdated/damaged)

1 set- Harcourt non-fiction books

1 set -Harcourt Achieve

1 set- Rigby PM, levels 1-25

1 set- The Story Box Series

1 set- Sunshine Series, The Wright Group



**NAPLES CENTRAL SCHOOL DISTRICT
ASSISTIVE TECHNOLOGY PROVIDER AGREEMENT
2024-2025 SCHOOL YEAR**

Mozaic and its Clinical Services will provide to the Naples Central School district individual assistive technology providers when needed for students.

Mozaic and its Clinical Services agree to provide Naples Central School District annually with copies of current New York State licensure for any professionals providing the services identified above. Clinical Services will include Naples Central School District as additional insured in their professional liability insurance.

All services shall be provided in accordance with the regulatory, ethical and professional agencies governing the administration of such care. Services shall be provided in a timely manner and be specific to the needs of the consumer and the agency.

Fee for services rendered by Mozaic and its Clinical Services will be at the rate of \$128.75/hour.

Naples Central School District, Mozaic and its Clinical Services shall observe all applicable Federal and State requirements relating to confidentiality of records and/or the disclosure of information.

Mozaic and its Clinical Services shall obtain, maintain and transmit all applicable and required records and documentation requested by the Naples Central School District.

Naples Central School District shall have no right or authority to commit Mozaic and its Clinical Services in any matter, cause or thing whatsoever without the prior written consent of Mozaic and its Clinical Services either hereunder or otherwise, or to use the Clinical Services name in any way not specifically authorized by this agreement.

Naples Central School District is primarily interested in the results obtained by Mozaic and its Clinical Services and agrees that it will have no right to control or direct the details, manner, or means by which Assistive Technology Providers accomplish the results of the services performed hereunder, other than requiring services described above.

Mozaic and its Clinical Services agrees to indemnify and hold the Naples Central School District harmless from any and against all liabilities, claims, damages, losses or expenses (including costs, expenses, and attorney's fees on account thereof), that arise in connection with the performance of services hereunder and caused in whole or in part by Mozaic and its Clinical Services acts or omissions. This agreement to indemnify and hold harmless is not applicable and does not extend to any liability the

Naples Central School District, its agents, or employees which arise from the carrying out of the instructions of Mozaic and its Clinical Services in treating individuals as directed by Mozaic and its Clinical Services.

This agreement may be amended whenever determined necessary by the Naples Central School District and Mozaic and its Clinical Services. All amendments must be in writing, duly signed by both parties and annexed to the agreement.

It is agreed by both parties that they shall communicate and otherwise cooperate with one another in the performance of the Agreement in order that its purpose may be fulfilled, and to this end the parties agree to communicate and notify one another in writing as to all matters pertaining to the party's performance of this agreement.

This agreement may be terminated by either party giving a 30-day letter of notification.

THIS AGREEMENT IS ACCEPTED BY:

Jennifer Goodman Director of Clinical & Business Development <i>Jennifer Goodman</i>	Date 6/5/2024
Name: Title: Signature:	Date