

BOARD MEETING: Regular Meeting
DATE: Wednesday, September 6, 2023
TIME: 6:00 p.m.
PLACE: Naples High School Library

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of September 6, 2023 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

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

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

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

Board 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.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Superintendent Update
- Administrative Update
 - Lindsey Evershed-Pursel: Student Learning & Priorities
- School Business Administrator Update

IX. Board Reports

- Facilities Committee

X. Minutes (Board Action)

XI. School Safety Plan (Board Action)

XII. Amendment to the Superintendent's Contract (Board Action)

XIII. Authorization for Litigation against Social Media Companies (Board Action)

XIV. 2023-2024 Capital Outlay Project (Board Action)

XV. Business (Board Action)

- Voting Delegate for the 2023 NYSSBA Annual Meeting.
- Voting Delegate Alternate for the 2023 NYSSBA Annual Meeting.
- Discards

XVI. Personnel (Board Action)

- Resignations
 - Music Teacher
 - Teacher Assistant
- Appointments
 - Music Teacher
 - School Bus Driver
- 2023-2024 Extra-Curricular
 - Mentor
 - Excellus Lift Project Coordinator
 - Excellus Plant-Based Coach
 - Excellus Healthy Rewards Ambassador

XVII. Consent Agenda Items (Board Action)

- Student Teachers
- Substitute(s)
 - Nurse
 - Teacher Assistant

XVIII. Adjournment (Board Action)

September 6, 2023

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

Also Present: Kevin Swartz, Chad Hunt, Kristina A. Saucke, Matt Mahoney, Katherine Piedici, Lindsey Evershed-Pursel and Pamela Claes.

Motion:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of September 6, 2023 as presented.

Motion Carried

Motion Denied

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.

Motion Carried

Motion Denied

Time out of Executive Session: _____ p.m.

2nd.

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

- Regular Meeting of June 21, 2023

Motion Carried

Motion Denied

2nd.

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the following Safety Plans as presented:

Naples Central School District-Wide Safety Plan

Motion Carried

Motion Denied

Motion:

2nd:

Resolved, that the Board of Education approves the amendment of Section 8 - F of the Superintendent's Agreement for the period commencing July 1, 2023 and terminating on June 30, 2028 to read as follows:

F. Technology Reimbursement: The Superintendent shall be provided a stipend of sixty dollars (\$60) per month to reimburse him for personal technology expenses necessary to fulfill essential job responsibilities.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

WHEREAS, the Surgeon General of the United States Public Health Service has issued an Advisory on Social Media and Youth Mental Health which:

- "calls attention to the growing concerns about the effects of social media on youth mental health;"
- emphasized that "now is the time to act swiftly and decisively to protect children and adolescents from risk of harm;"
- "[t]he onus of mitigating the potential harms of social media should not be placed solely on the shoulders of parents and caregivers;" and
- "[t]echnology companies play a central role and have a fundamental responsibility in designing a safe online environment and in preventing, minimizing, and addressing the risks associated with social media."

WHEREAS, the Surgeon General of the United States Public Health Service has further concluded that:

- "Social media use by youth is nearly universal. Up to 95% of youth ages 13-17 report using a social media platform, with more than a third saying they use social media 'almost constantly. '"
- "nearly 40% of children ages 8-12 use social media;"
- "in early adolescence ... brain development is especially susceptible to social pressures, peer opinions, and peer comparison;"
- "[s]ocial media may ... perpetuate body dissatisfaction, disordered eating behaviors, social comparison, and low self-esteem, especially among adolescent girls;"
- "[i]n a nationally representative survey of girls aged 11-15, one-third or more say they feel 'addicted' to a social media platform;"
- "[o]ver half of teenagers report that it would be hard to give up social media;" and
- "[t]here is a consistent relationship between excessive social media use "depression among youth."

WHEREAS, the Surgeon General of the United States Public Health Service has specifically urged that it is "urgent that we take action."

WHEREAS, it has been reported that students, "[m]ore than ever, were glued to [their cellphones] during class."

WHEREAS, it has been reported that "a growing number of educators ... find themselves on the front lines of a fight to change how students use social media" and "there was been a push for more schools to ... develop programs to help educate students on the dangers of social media."

WHEREAS, the Naples Central School District (the "School District") has and continues to experience significant problems with student use of social media, which use, among other things: (i) has created a substantial and ongoing interruption of and disturbance to its educational mission; (ii) has resulted in the diversion of substantial resources in an attempt to abate and prevent such use and its results harms; and (iii) poses a significant risk to the health and wellbeing of its students; and

WHEREAS, the School District is a leader in education excellence whose faculty and administrators care deeply about the education and well-being of its students;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL DISTRICT:

That the Board of Education authorizes the law firm of Wagstaff & Cartmell, LLP and Ferrara Fiorenza PC to initiate litigation and file suit against any appropriate parties to seek compensation to the School District for damages suffered by the School District and its students as a result of the development, operation, and marketing of social media platforms, and to seek any other appropriate relief. The School District hereby authorizes its Superintendent of Schools or their designee to sign all appropriate documents and fee agreements on behalf of the School District.

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 authorizes the following 2023-2024 Capital Outlay Project Bid Award, SED Control No. 43-12-014-04-0-002-020 as presented:

General Trades Work

Flower City Glass Co. of NY, LLC

188 Mt. Hope Avenue

Rochester, NY 14620

Base Bid Amount: Ninety-two thousand and five hundred dollars (\$92,500.00)

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

- Resolved, that Board of Education member _____ is hereby appointed as Voting Delegate for the 2023 NYSSBA Annual Meeting.
- Resolved, that Board of Education member _____ is hereby appointed as Voting Delegate Alternate for the 2023 NYSSBA Annual Meeting.
- Resolved that approval be given for the following to be declared surplus property and approval given to discard as per Policy #5250:
 - High School Special Education Department Discards: Attached
 - Technology Discards: Attached

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:**2nd:**

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

- Resolved, that the Board of Education approves the following resignations, with regret:
 - Margaret Crabb, Music Teacher, effective August 11, 2023.
 - Kelly Hall, Teacher Assistant, effective August 11, 2023
- 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:
 - Ryan McNally, to a probationary term of four (4) years beginning on August 14, 2023 and expiring on August 13, 2027, as a Music Teacher, effective July 13, 2023. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification areas and status is Music, Initial. Salary for this position will be Step 1 of the 2023-2024 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
 - Elizabeth Mehloose, 7281 County Road 12, Naples, NY 14512, as a School Bus Driver, effective August 28, 2023, at the rate of \$18.00/hour for the time period associated with school bus driver training. Costs associated with trainings, permits, licensing, certification and other items required by Federal or NYS law for school bus drivers will be reimbursed once documentation is submitted indicating successful completion of each of the above. Following completion of all necessary training, permits, licensing, certification and other items required by Federal and/or New York State law for School Bus Drivers, the rate of pay will be \$21.40/hour.
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2023-2024 School Year, salary as per negotiated agreement:
 - Mentor for Ryan McNally: Phillip Bariteau
 - Excellus Lift Project Coordinator: Alyson Powers
 - Excellus Plant-Based Coach: Kelly VandeSande
 - Excellus Health y Rewards Advisor: Alyson Powers

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

Resolved, that the Board of Education, upon the recommendation of Superintendent Kevin Swartz, approves the Consent Agenda Items as presented:

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

<u>Name</u>	<u>Placement</u>	<u>Supervising Teacher</u>
Danielle Stein	Science: 08/29/23 – 10/20/23	Ellen Ellison
Darren Redmond	Social Studies: 08/29/23 – 10/20/23	Elizabeth Wolfe
Allison Voyer	Spanish: 08/29/23 – 10/20/23	Heather Reigelsperger
Julia Lange	Elementary Education: 08/30/23 – 10/20/23	Jennifer Lester

- b. 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>
Polly Halladay	Nurse	1913 Middle Road, Rush, NY 14543 effective 08/21/23
Jade Tandle	Teacher Assistant	7426 County Rd 36, Naples, NY 14512 effective 08/28/23

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

There being no further business, the Regular Meeting of September 6, 2023 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 / Matthew Mahoney (High School Principal / Interim High School Principal)
- Philip Bariteau (High School Teacher)
- Sheila Brundage (Naples Ambulance)
- LaVerne Webster (Fire Chief)
- Patrick Elwell (Transportation Supervisor)
- (High School Nurse)
- Laurie Fitzgerald (Elementary School Teacher)
- Matthew Green (High School Teacher)
- Carrie Grove (Elementary School Teacher on Special Assignment)
- Shawn Mason (Director of Facilities)
- Timothy Durgan (School Resource Officer—Ontario County Deputy)
- Monica Kastner (High School Counselor)
- Jason Klewicki (NYS Trooper)
- Heather Clark (Assistant Principal/Data Coordinator)
- Tammy Matthews (Elementary School Psychologist)
- Brian Meteyer (Elementary School Psychologist)
- William Murphy (High School Counselor)
- Katherine Piedici (PPS Director)
- Darlene Wolfanger (Teacher Aide)
- Kristina Saucke (Elementary School Principal)
- Melissa Andalaro (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, Confidential Secretary, 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 Instruction, Technology, and Professional Development, 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. Exposure to Confirmed COVID-19 Cases:

If there is a confirmed case of COVID-19 at NCS, the District will immediately contact the Ontario County Department of Health as well as its medical provider (Workfit Medical) to determine appropriate next steps. To ensure the health and safety of students and staff, actions will involve:

- Isolating and safely removing individual(s) with a positive COVID-19 diagnosis
- Closing off areas used by individual(s) with the positive COVID-19 diagnosis
- Follow CDC and DOH recommendations for cleaning and disinfecting affected areas
- Coordinating with the DOH in notifying relevant classroom/building/district parents of the positive COVID-19 diagnosis. (Note: Medical confidentiality will be protected and identifying student and/or staff information will not be shared.)
- Supporting contact tracing efforts by:
 - o Maintaining accurate visitor logs and attendance records
 - o Keeping up to date class rosters and attendance records
 - o Creating bus and classroom seating charts
 - o Utilizing hallway cameras to help determine potential exposure

f. 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).

g. Emergency Housing for Essential Employees:

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

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

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**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
NAPLES CENTRAL SCHOOL DISTRICT
AND
KEVIN SWARTZ**

THIS AGREEMENT amended this the ~~21st~~6th day of ~~June~~September, 2023, by and between
THE BOARD OF EDUCATION OF THE NAPLES CENTRAL SCHOOL DISTRICT, 136
North Main Street, Naples, New York 14512 (hereinafter “the Board”) and Kevin Swartz, (hereinafter
“the Superintendent”).

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and
Administrative Officer of the Naples Central School District (hereinafter referred to as the “District”),
upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has warranted and represented that the Superintendent is
under no contractual restraint which would prevent him from accepting this appointment and offer of
employment; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of
the Superintendent’s employment by the District will provide the basis for effective communication
and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative
to the Superintendent’s employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good
and valuable consideration, the parties agree as follows:

1. Offer of Employment.

The Board, pursuant to Section 1711, subsection 3 of the New York Education Law, and in

accordance with a resolution duly adopted at a meeting held on November 17, 2021, hereby offers to employ Kevin Swartz as the Superintendent of Schools of the District, upon the terms and conditions set forth in this Agreement.

2. **Acceptance by Superintendent.**

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of the Superintendent's ability, the duties of such position.

3. **Term of Employment.**

The Superintendent's employment under this Agreement shall be three (3) years and will commence on January 3, 2022, and expire on June 30, 2028 unless sooner terminated or extended as noted herein. The Board and the Superintendent shall meet during the month of May each school year to discuss the extension of this agreement.

4. **Duties and Responsibilities.**

The Superintendent shall be the Chief Administrative Officer of the District. The Superintendent shall perform all of the duties as are customarily and generally associated with the position of Superintendent of Schools as more particularly set forth in the laws of the State of New York, including, though not limited to, Education Law Section 1711, the regulations of the New York State Commissioner of Education, Title 8 NYCRR and the policies, rules and regulations of this District as well as the customs and practices of the Board as presently in effect, and shall be responsible to the Board of Education.

The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent, provided, however, that:

(i) The Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and

(ii) All additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

The Superintendent will have the freedom and responsibility to recommend organization, reorganization and arrangement of the administrative and supervisory staff which, in the Superintendent's judgment, best serves the interests of the Naples Central School District. The administration of instruction and business affairs will be lodged with the Superintendent and administered by the Superintendent with the assistance of the Superintendent's staff. The responsibility for selection, placement and transfer of personnel, and all other matters in this paragraph, shall be vested in the Superintendent and the Superintendent's staff, subject to the lawful input and approval, where required by law, of the Board of Education.

5. Board and Superintendent Referral.

The Board, individually and collectively, shall endeavor to discreetly refer to the Superintendent for the Superintendent's study and recommendation, any suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of duties.

Similarly, the Superintendent shall endeavor to promptly advise the Board of such developments or incidents which could adversely affect the administration, operation, or mission of the District.

6. Cooperation with Distinguished Educator.

The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211(c) of the Education Law.

7. Other Work.

The Superintendent shall devote the Superintendent's full time, skill, labor and attention to the discharge of the Superintendent's duties during the term of this Agreement, provided, however, that upon advance notice to and approval of the Board, which may be obtained informally based on a majority consent (i.e. via email), the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein or interfere with or contradict the mission of the District.

8. Salary.

A. During the term of this Agreement, the Superintendent shall be compensated as noted below.

The Superintendent's base salary shall be One Hundred Seventy Thousand Dollars (\$170,000.00) for the 2023-2024 school year. The Superintendent's base salary shall be increased by 3.25% over the prior year's base salary for each school year of this agreement.

B. Any further adjustment in compensation, fringe benefits or other terms and conditions of employment made during the life of this Agreement shall be in the form of a written amendment signed by both parties, and shall become a part of this Agreement. It is agreed, however, that by so doing and unless required by operation of law, it shall not be considered that the Board has entered into a new contract with the Superintendent, nor that the termination date of the existing contract has been extended. However, the Board may, by specific action, extend the expiration date of the existing contract.

C. **Tax-Sheltered Annuity.** The Board, at the request of the Superintendent and in accordance with applicable state and federal laws, shall permit the Superintendent to participate, if the Superintendent so desires, in a tax-sheltered annuity plan under IRC Section 403(B) as such may be authorized by District policy and practices. On July 1 of 2022, the District shall make a non-elective contribution of \$2,500 to the Superintendent's tax-sheltered annuity plan. For each school year thereafter, the District shall contribute, as a non-elective employer contribution, \$2,500 on December 1 and \$2,500 on June 1.

D. **Reimbursement of Travel Expenses.** The District shall reimburse the Superintendent at the applicable Internal Revenue Service rate for reasonable and necessary travel expenses (excluding travel to and from the Superintendent's residence to the District office), incurred by the Superintendent undertaken in the performance of the Superintendent duties as Superintendent. The Superintendent shall provide appropriate documentation of such expenses in accordance with District policy and procedures.

E. **Lodging and Meals.** The Superintendent shall be reimbursed for the reasonable and necessary expenses of overnight lodging and for meals incurred as a result of any District business to which the Superintendent attends. The Superintendent shall provide appropriate documentation of such expenses in accordance with District policy and procedures.

F. **Cell Phone Technology Reimbursement.** ~~The Superintendent shall be provided a stipend of Sixty Dollars (\$60) per month to reimburse him for business use of his personal cell phone.~~ The Superintendent shall be provided a stipend of Sixty Dollars (\$60) per month to reimburse him for personal technology expenses necessary to fulfill essential job responsibilities.

G. **Laptop Computer.** The Superintendent shall be supplied with a District-owned laptop computer and other technology for school-related business and the Superintendent's incidental personal use which shall be in compliance with the District's policy and regulations on acceptable use

of technology.

9. Performance Evaluation.

A. Extensions of this Agreement.

No later than June 30, 2024, and upon the request of the Superintendent, the Board will consider and notify the Superintendent of its desire to continue the Superintendent's employment, either through a new agreement or extension of this Agreement. Thereafter, any additional extensions or new agreement shall be upon terms and salaries agreeable to the parties. Should the Board decline the Superintendent's request to extend the term, the Board shall give the Superintendent written notice at least twelve (12) months prior and the appointment of the Superintendent shall end upon the normal expiration of this Agreement.

B. Development of Evaluation Methodology.

The Superintendent shall meet with the Board to develop goals, objectives and criteria for the evaluation of the Superintendent within sixty (60) days of start date and then by July 1 annually thereafter.

Within thirty (30) days of the meeting with the Board to review the goals, the Superintendent shall furnish the Board with a memorandum setting forth those mutually agreed upon areas within which the Superintendent is to concentrate the Superintendent's efforts during the ensuing year, including a statement of the goals and objectives to be achieved during the year, together with criteria for evaluating such performance. This process shall be continued from year-to-year, taking place on or about September 1, unless otherwise agreed by the parties. However, it is understood and agreed that, notwithstanding the mutually designated areas of concentration, the Superintendent is, and shall be, responsible for the District's entire educational process.

C. Evaluation Process.

Approximately during the month of December, the Board will meet and confer with the Superintendent at a designated Executive Session portion of a Board meeting to engage in a mid-year general discussion and an oral evaluation with the Superintendent concerning performance to date and future goals and expectations. The results of this discussion will be reduced to writing by the Board and serve as a basis for continuing observation and discussion throughout the remainder of the school year.

The Board shall conduct a formal evaluation of the Superintendent's performance annually. The evaluation will take place and be reviewed with the Superintendent in Executive Session at a Board meeting to take place upon mutually convenient date(s), but no later than June 1, wherein overall performance and working relationships will be taken into account. This evaluation will be reduced to writing using a form and criteria mutually agreed upon by the parties.

10. Required Certification.

Upon commencement of employment, the Superintendent shall furnish and thereafter maintain, throughout the term of this appointment, valid and appropriate certification to act as Superintendent of Schools in the State of New York. The revocation or suspension of such certification at any time during the term of this Agreement shall be grounds for immediate dismissal of the Superintendent by the Board without regard to the hearing process noted in Section 22(F) of this Agreement.

11. Vacation Leave.

A. On July 1, 2023 and each July 1 thereafter, the Superintendent shall be entitled to twenty-five (25) days of paid vacation leave, exclusive of holidays, and thereafter, shall receive such allowance during each year of this Agreement.

B. Vacation days must be utilized within the twelve (12) months of the fiscal year in which they are credited and, except as noted herein. The Superintendent shall be entitled to carry over up to a maximum of five (5) unused vacation leave days into the following year. Such carry over shall not

accumulate beyond the following year and in no event shall the Superintendent's vacation leave be greater than a maximum of thirty (30) days in any year. Up to five unused vacation days may also be converted to sick leave or be paid at the rate of 1/240th of the Superintendent's then present salary.

C. The Superintendent shall provide reasonable advance notice to the Board of intended dates of vacation. Vacation leave usage by the Superintendent will be reported by the Superintendent to the Board on an annual basis, through the Board President. Upon the Superintendent's separation from employment with the District, the Superintendent shall be entitled to reimbursement for up to a maximum of thirty (30) days at the rate of 1/240th of the Superintendent's then present salary, for unused accumulated vacation leave that the Superintendent may have at that time.

12. Personal Illness Leave.

A. The Superintendent shall be credited initially with sixty (60) days of personal illness leave days upon commencement of employment.

B. On July 1, 2022 and each July 1 thereafter, the Superintendent shall be credited with fifteen (15) days of personal illness each year of this Agreement. Unused personal illness leave may be accumulated from year-to-year, up to a maximum of one hundred eighty (180) days. There will be no payment for accumulated personal illness leave upon the Superintendent's separation from employment.

13. Personal Business Leave.

The Superintendent shall be entitled to five (5) personal business leave days each July 1 of this agreement. Unused personal business leave days shall be credited to his personal illness leave.

14. Holidays.

The Superintendent shall be entitled to the following legal holidays for the Superintendent. These holidays shall include New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday,

Memorial Day, Juneteenth Day, July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day).

15. Family Illness or Bereavement Leave.

The Superintendent shall receive up to five (5) days of paid bereavement leave or family illness leave due to death in the Superintendent's immediate family or on account of illness in the Superintendent's immediate family. The immediate family means father, mother (as well as in-laws), spouse, child, stepchild, sibling, grandparents, as well as any member of the Superintendent's household. Other instances of paid bereavement leave will be at the discretion of the Board.

16. Jury Duty.

Time necessary for the performance of jury duty shall be granted with pay. The Superintendent shall turn over to the District monies received for jury service, if any, except reimbursed meals and mileage, and except as provided by applicable laws. If the Superintendent is required to serve jury duty for three (3) hours or less in any one (1) day, or is on call by the court, the Superintendent will report to work for the day or the remainder of it.

17. Memberships and Attendance at Professional Association Meetings.

The Board of Education expects the Superintendent to continue professional development and further expects the Superintendent to participate in relevant professional learning experiences. The Superintendent shall be authorized to attend, subject to prior approval of the Board of Education which may be obtained informally based on a majority consent (*i.e.* via email or text messages), appropriate conferences, meetings and conventions of professional organizations and associations relating to superintendency, at District expense, for the purpose of keeping apprised of developments in the fields of education and school administration. The Superintendent shall be pre-approved to attend the NYSCOSS new superintendent's institute. The District will reimburse the Superintendent for all such reasonable and necessary expenses incurred by the Superintendent. The Superintendent shall file an

itemized statement with the President of the Board regarding all expenses, reasonable and necessary, incurred in connection with such attendance.

In addition, the District shall pay for dues and other fees related to membership in the New York State Council of School Superintendents, Monroe 2 BOCES Superintendent Association, Genesee Valley Superintendent's Association, American Association of School Administrators, and other related professional associations and societies for school administration at a cost not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) annually.

18. Other Expense Reimbursements.

The Superintendent shall be reimbursed for reasonable expenses incurred in the discharge of the Superintendent's duties as the Superintendent of this District.

19. Health, Medical, Dental and Other Insurance Benefits.

A. Benefits.

During the term of the Agreement, the Superintendent shall continue to be eligible for, and participate in and receive, health insurance coverage pursuant to the provisions of the District-wide insurance plans in effect. The District shall pay 85% of the Insurance Premium, with the Superintendent paying 15%.

At the Superintendent's option, and after demonstrating proof of health insurance coverage elsewhere, he shall be entitled to a payment of \$1,500 if eligible for single coverage and \$3,000 if eligible for two-person or family coverage. The payment will be made in two (2) equal payments in January and June of each school year. In order to be eligible for the payment, the Superintendent must provide proof of coverage by another carrier. In the event the Superintendent, due to unforeseen circumstances resulting in loss of coverage, must rejoin the District's health insurance plan during the school year, the stipend will be prorated accordingly.

Dental coverage will be provided to the Superintendent through a mutually agreeable

plan, to the Superintendent and any dependents, upon filing a written request for the same, using yearly updated allowances based on usual, customary and reasonable charges.

B. Eligibility for Other Benefits.

The Superintendent shall be allowed to enroll in such flexible spending plan or deferred compensation plan as the District makes available to its employees, subject to any applicable eligibility rules for same.

C. Medical Examination.

Upon commencement of employment and at such other times as requested by the Board (but, not more than once per year), the Superintendent will undergo, at District expense, a comprehensive medical examination. The examining physician shall furnish the President of the Board of Education with certification of the Superintendent's ability to perform the essential functions of the position, for Executive Session review. Such report shall be treated as confidential unless disclosure is required by law in an appropriate proceeding.

D. Health Insurance in Retirement

Upon completing at least eight years of service to the district, the Superintendent shall be entitled to health insurance in retirement if he retires directly from the district in accordance with the rules and regulations of the New York State Teachers' Retirement System.

- a) Upon retirement, the district will provide the Superintendent with a statement indicating the number of unused and accumulated sick leave days in the Superintendent's account at the time of retirement. Such days shall be converted into a fund based upon the formula of $1/240^{\text{th}}$ of the then current salary of the Superintendent. The district will thereafter pay out of this fund the full cost of the health insurance program (except for the cost of dental insurance) in effect for the Superintendent, whether or not he is enrolled in such program at the time of

retirement to the extent allowed by law and the contract carrier policy, family, or individual coverage as the retiree chooses, until exhaustion of fund established at the time of retirement.

- b) Once the fund has been exhausted, the district will provide fifty percent (50%) of the premium for individual coverage, except dental coverage, for the retired Superintendent for life. The Superintendent shall have the option of apply the dollar amount equivalent to fifty percent (50%) of individual coverage to offset family coverage at his option.
- c) If the Superintendent predeceases his spouse, the surviving spouse will be entitled to continue under the district health plan by continuing to use the Superintendent's accumulated sick leave account for the purpose of purchasing health insurance (including dental insurance) until exhaustion of the fund established at the time of retirement, after which time the surviving spouse may continue under the district health plan by paying one hundred percent (100%) of the premium for individual coverage.
- d) The Superintendent shall be entitled to participate in the District base insurance plan and shall be eligible for the least costly of either the \$5-15-30 copay prescription drug rider or the drug rider.
- e) If the Superintendent becomes permanently or 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 Superintendent of any and all costs of such participation.

- f) Once the Superintendent is Medicare eligible, then the benefit for the Superintendent and/or spouse shall become secondary to Medicare coverage for the Superintendent and/or spouse once it becomes available to that individual. When eligible for Medicare, the Superintendent, and/or spouse, shall enroll in any Medicare supplement program offered by the district at the time of his retirement, or that the district offers at any time thereafter. In the event the health insurance plan applicable to the retired Superintendent/spouse is no longer offered by the district, the retired Superintendent/spouse will be entitled to the district's offered plan with the most nearly equivalent coverage.
- g) In the event the Superintendent is precluded from enrolling in district provided health insurance due to the law or the plan rules, the Superintendent may purchase supplemental health insurance coverage and be directly reimbursed on an annual basis from the fund established pursuant to subparagraph a of this paragraph. Once such fund is exhausted, he shall be eligible for annual reimbursement from the district equal to the cost the district would have incurred to provide coverage pursuant to this paragraph.

20. Attendance at Board of Education Meetings.

The Superintendent shall be entitled to attend and participate in all Board meetings and Executive Sessions of said meetings, except for those Executive Sessions, or portions thereof, which relate to Board deliberations concerning evaluation of the Superintendent's performance and/or salary adjustments for the Superintendent.

21. Indemnification.

The Board shall defend, save harmless and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections

3023, 3028 and 3811 of the Education Law and Article 18 of the Public Officers Law, provided the Superintendent was acting in good faith in the discharge of the Superintendent's duties and within the scope of the Superintendent's employment and/or under the direction of the Board, when the alleged action(s) occurred. The Board shall not be so obligated unless the Superintendent shall, within ten (10) days of the time the Superintendent is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the Board.

22. Termination.

The Superintendent's employment may be terminated under this Agreement by:

- A. Expiration of the Agreement without further extension or amendment.
- B. Voluntary resignation by the Superintendent during the term and upon at least ninety

(90) days' written advance notice to the Board.

- C. Mutual agreement of the parties during the term of this Agreement.

D. Disability of the Superintendent defined as ill health, physical or mental disability, injuries sustained by accident or other causes which have rendered the Superintendent unable to perform the duties of the Superintendent's position as required under this Agreement for a period of time extending beyond the Superintendent's accumulated sick leave entitlement, together with an additional extended medical leave to a maximum of two (2) months' employment at one-half pay. Should the foregoing occur, the Board is hereby granted the option to terminate this Agreement by notifying the Superintendent or the Superintendent's representative, in writing. Said termination under this subsection shall become effective ten (10) working days from receipt by the Superintendent or the Superintendent's representation of such notice from the Board.

- E. Death of the Superintendent prior to the expiration of the term, with compensation and other accrued benefits noted herein prorated to the date of death. The foregoing shall not be construed

as a waiver of any conversion or continuing eligibility rights afforded to the Superintendent's dependent(s) under applicable regulations of C.O.B.R.A.

F. Discharge or discipline for breach of this Agreement through non-performance of the duties outlined in this Agreement or any amendment thereto, or by the Superintendent's inefficiency, incompetence, misconduct or insubordination.

Applicable to this subsection of the Agreement, the parties shall first meet and confer in accordance with subsection "C" above. Should such efforts to resolve the issues not reach satisfactory conclusion, written charges seeking the imposition of discipline or discharge, as noted above, shall be approved by at least five (5) members of the Board and shall be served upon the Superintendent at least thirty (30) days before any proposed hearing. Unless otherwise agreed by the parties, the hearing upon such charges shall be private, and such hearing shall be commenced expeditiously. Should either party desire, the hearing shall be conducted by an impartial hearing officer, who shall be mutually selected by the parties and who shall be a licensed attorney at law. If the parties are unable to mutually agree upon the selection of a hearing officer within ten (10) days of the notice of disciplinary charges being approved by the Board, the parties shall obtain a qualified hearing officer, utilizing the procedures available through PERB.

Board members may attend the hearing if conducted by a hearing officer. The hearing shall be conducted to afford due process protections to the Superintendent, including but not limited to, the right of representation by counsel at the Superintendent's sole expense, the right to present, cross-examine and subpoena witnesses, the right to subpoena documents, papers, letters or other tangible evidence and to have all testimony provided under oath, and to receive written recommendations from the hearing officer regarding guilt or innocence, and the appropriate measure of discipline, if any, as to the charges. During the pendency of such hearing, the Superintendent may be suspended, with full pay, from the performance of the Superintendent's duties.

The hearing officer's report and recommendations, together with all other papers and documents constituting the record before the hearing officer, shall be reviewed and voted upon by the entire Board of Education. No finding of guilt to any charges nor any imposition of penalty shall be made by the Board of Education, unless by an affirmative vote of the majority of the members of the entire Board of Education. The vote of each member shall be taken separately with respect to each charge.

The decision of the Board, after review of the hearing officer's report and recommendations and the record of such proceedings, shall be final and binding and subject to review by a court of competent jurisdiction only upon the ground that said decision is arbitrary or capricious.

23. Enforceability.

This Agreement is made in accordance with the powers vested in the Board by virtue of applicable provisions of the Education Law of the State of New York. It is to be construed in accordance with the laws of the State of New York.

The invalidity or unenforceability of any provision hereof shall, in no way, affect the validity or enforceability of any other provision. It is understood and agreed that the terms and conditions set forth are in every respect subject to appropriate provisions of the laws of the State of New York, and that this appointment shall be so construed and interpreted.

24. Further Modification.

It is agreed that no additions, deletions or modifications of any of the terms and conditions contained herein will be effective unless such changes are mutually agreed upon, in writing, by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

NAPLES CENTRAL SCHOOL DISTRICT

~~Dated: June 21~~September 6, 2023

Jacob Hall
President, Board of Education

Dated: September 6, 2023

SUPERINTENDENT

~~Dated: June 21~~September 6, 2023

Kevin Swartz
Superintendent of Schools

Dated: September 6, 2023

Attest:

Pamela Claes
District Clerk, Board of Education

Approved by the Naples Board of Education: September 6, 2023

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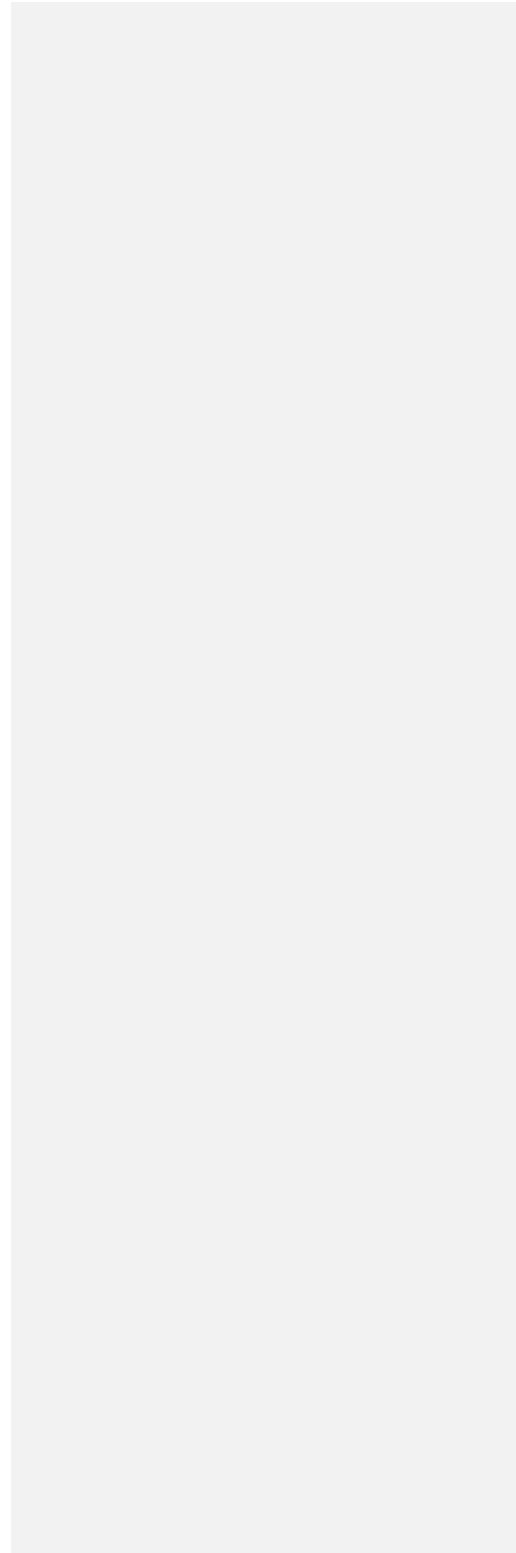
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High School Building Discards

Title	Quantity
Chemistry The Study of Matter, 1992	38
Physical Science, 2005	61
Physical Science, TE	4
Chemistry The Physical Setting	1
Environmental Science	1
Environmental Science, TE	1
Teaching General Chemistry A Materials Science	1
Science in a Technical World, TE	1
Chemistry	2
World of Chemistry	1
Science Voyages	2
Miscellaneous Binders w/ Papers	8
Old VHS Tapes	22
Miscellaneous Books	82
Chemistry The Physical Setting Review Books, 2020	7
Total	232

Technology Department Discards: Approved August 9, 2023

<u>CPU:</u>	16-013	15-018	18-362	18-357	18-367	18-368	18-365
	18-369	19-145	18-356	18-360	18-363	18-384	18-377
	18-376	18-346	16-008	18-381	18-381	18-375	19-136

<u>Laptop:</u>	18-331	18-543
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<u>Monitor:</u>	10-072	20-294	09-082	16-218	18-471
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<u>Printers</u>	12-254	08-309	08-310	13-076	14-263	10-109
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<u>Chromebooks</u>	20-007	18-234	17-430
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<u>Scanners</u>	07-243
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<u>Document camera</u>	13-265	13-300	14-280
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<u>Chromebox</u>	21-407
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<u>Phone/ Headset</u>	18-424
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