

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. Business (Board Action)
 - Voting Delegate for the 2023 NYSSBA Annual Meeting.
 - Voting Delegate Alternate for the 2023 NYSSBA Annual Meeting.
 - Discards
- XV. Personnel (Board Action)
 - Resignations
 - Music Teacher
 - Teacher Assistant
 - Appointments
 - Music Teacher
 - School Bus Driver
 - 2023-2024 Extra-Curricular
 - Mentor
 - Excellus Plant-Based Coach
 - Excellus Lift Project Coordinator
 - Excellus Healthy Rewards Ambassador
- XVI. Consent Agenda Items (Board Action)
 - Student Teachers
 - Substitute(s)
 - Nurse
 - Teacher Assistant
- XVII. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, September 6, 2023 at 6:02 p.m. in the Naples High School Library.

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

Members Absent: Gail Musnicki

Also Present: Kevin Swartz, Chad Hunt, Lindsey Evershed-Pursel, Garrett Waltman and Pamela Claes.

Guests: Barbara Levasseur, Constance Rosen, Michele Barkley and Chris Brautigam

A quorum being present, the meeting was called to order at 6:02 p.m. by Board President Jacob Hall.

Motion: Robert Brautigam

2nd: Kelley Louthan

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

Voting Yes: 8 Motion Carried

Voting No: 0

Motion: Steven Mark

2nd: Kelley Louthan

Resolved, that the Board of Education approves calling an executive session at 6:03 p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes: 8 Motion Carried

Voting No: 0

Time out of Executive Session: 6:33 p.m.

Pledge of Allegiance

Public Comment: Guests Barbara Levasseur and Constance Rosen spoke regarding the income limits for the Senior Citizen Sliding Scale Exemption, comparing the exemption levels from the Wayland Cohocton School District, noting the income limits at Naples have not been changed in thirteen years, asking the District to review the income limits. Board President Jacob Hall stated the board will take this under consideration and do some review of Sliding Scale Exemption, adding they will try to communicate their preliminary response at the next board meeting. Guest Connie Rosen stated with the significant increase in taxes and being a widow on Social Security, the overall increases in costs are difficult to keep up with.

Points of Interest: 1st Vice President Joseph Callaghan stated he likes the new board meeting location in the High School Library Conference room as it is away from the hustle and bustle of the gym, the auditorium and the marching band in the spring. 2nd Vice President Maura Sullivan commented that the sound quality is much better.

Board Member Robert Brautigam stated he was able to get in the building a few days before school started and everything looks great, adding Director of Facilities Shawn Mason and his guys had a lot going on between the regular Summer cleaning schedule getting everything ready for the start of school and trying to put things back together in the Elementary with the abatement and renovation project.

Superintendent Recognitions & Updates:

Student Representative Update: Student Representative Garrett Waltman noted school had just started up and he loves his schedule and in talking with some of his friend that is the consensus; There was a Student Council meeting with Mr. Murphy to plan the Homecoming Pep Rally on next Friday; They also discussed Senior Trip possibilities; One of the students in the senior class is organizing a senior sunrise for sometime next week perhaps at Ontario County Park at the lookout; The Senior Picnic will be on Friday.

Board members welcomed Garrett as this year's Student Representative.

Superintendent Update: Superintendent Frahm noted we opened school for staff last Wednesday and students returned yesterday, noting it was a successful first day, adding the students at both the High School and Elementary School entered through the doors smiling, stating it's a reminder that kids cherish time with their friends and crave the structure that school provides, commending the work the bus drivers do, greeting the students with kindness and care, adding it truly is a team effort. Mr. Swartz stated he wanted to thank the maintenance staff in particular, noting it is a herculean effort just to get all of the essential cleaning done, but when you factor in all of the construction project related tasks it is just tremendous that they were able to get it all done, so kudos to all of those folks.

Superintendent Swartz stated he had the opportunity last week and this week to do a brief presentation for the UPK and Kindergarten parents during their orientation, adding it provided an opportunity for him to connect with the new families and to share some of the specific things we do at Naples Central School to maintain a positive culture that is safe to be in and also spoke with parents about technology, screens and social media and how those things relate to addiction, anxiety and depression, noting he received some very nice feedback from parents regarding the information presented. Mr. Swartz stated there was 100% parent attendance at both the UPK and Kindergarten presentations, noting it speaks to Naples and how supportive this community is.

Superintendent Swartz stated they will be holding interviews for the School Nurse position at the High School on Friday, noting former School Nurses Polly Halladay and Laura Finnan will be filling in at the High School until we are able to fill the position.

JV and Varsity athletics have begun, adding Modified sports will kick into gear in another week or so, noting across the board we are off to a great start with Boys Soccer winning last night and Girls Soccer winning tonight; Golf and Cross-Country are also doing well; Student numbers are fairly strong across the board.

School Business Administrator Update: School Business Administrator Chad Hunt stated the office is working through the 2022-2023 end-of-year audit, noting we should wrap up within the next few weeks and then submit state reporting; Accounts Payable Clerk Chris Brautigam is working on tracking down orders for the new year; Tax Collector Michele Barkley is quite busy with the tax season; Mr. Hunt stated we have boots on the ground for the Capital Project so it's an exciting time.

Administrative Update: Director of Student Learning, Curriculum, and Assessment Lindsey Evershed-Pursel stated they have been very busy over the summer, stating they started out with presenting information on Curriculum Writing, noting the Curriculum Writing goal for this summer was rooted in District Priority Area 1, foundational academic skills, really making the curriculum is vertically and horizontally aligned, getting into the standards, scope, sequence and curriculum. Mrs. Pursel stated fifty-one teachers were engaged in curriculum writing this summer; forty-three teachers and five staff members participated in the Professional Learning Workshops, with ten in-house offerings and two BOCES offerings; Two teachers also took advantage of the Smart Start Grant with a Focus on Science and Computer Science Standards requiring eighteen hours per participant; Five Food Service Staff members attended the Food Service Personnel Conference; The WFL BOCES Math Coach came in a couple of times to present. Mrs. Pursel stated this summer was a lot of hard work but it will help us move forward, describing next steps they are planning to continue the work. Discussion followed pertaining to information presented.

Board Reports: Facilities Committee

Board Member Robert Brautigam stated the Facilities Committee met that afternoon with SEI Design Group and LeChase Construction, noting the bulk of the meeting was about the current capital project, adding they have held two job meetings pertaining to onsite work; The canopy on the south side of the High School building will be removed later this week and some flashing will have to be removed for abatement; The chairs in the auditorium will be removed in about a week; There will be a construction office trailer set up near the bus garage driveway for the contractors' office; The gas line that runs under the auditorium will have to be rerouted before the cold season; The wording on the contract for the Capital Outlay project will have to be changed as the original specifications required a specific certification that is not needed and the District will re-advertised for bids; Pulling up the 9x9 tiles in the Elementary School rooms scheduled for the abatement project resulted in an issue with re-installing the toilets as the level of the floor was lower, making it difficult to reinstall the toilets in the bathrooms, however Director of Facilities Shawn Mason put in a lot of extra time over Labor Day weekend to take care of the issue so that the classrooms would be ready for the start of school, adding that LeChase Construction has been made aware of the problem and they will be dealing with the contractor; We have a position posted for an Assistant Maintenance Mechanic position; Signs have been installed for each of the buildings including the bus garage; The NYS required Building Condition Survey is coming up in March of 2024, adding the survey is used to determine the condition of all the buildings which helps the District to determine which projects should be prioritized. 2nd Vice President Sullivan stated items that are listed on the survey as needing repair or replacement are eligible for more state aid as we bring them up in our capital projects.; Mrs. Sullivan asked if the District is donating the old auditorium chairs to anyone. School Business Administrator Chad Hunt stated they will be donated to the Bristol Valley Theater, adding the District found out at about 2:30 p.m. today that they are taking the chairs out tomorrow so they are looking for a place to store the chairs until they are installed at the BVT.; Board Member Steven Mark asked where the Band and Choral concerts will be held. Superintendent Swartz stated they will be held in the gymnasium however they are hoping to have the annual Musical at the BVT.; Board President Jacob Hall stated owner meetings will be scheduled every two weeks so if you have any questions about progress with the Capital Project the meetings should coincide with board meetings and we can give up to date progress reports.

Motion: Steven Mark
2nd: Maura Sullivan

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

- Regular Meeting of June 21, 2023

Voting Yes: 8 Motion Carried

Voting No: 0

Motion: Robert Brautigam
2nd: Steven Mark

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

Voting Yes: 8 Motion Carried

Voting No: 0

Motion: Joseph Callaghan
2nd: Steven Mark

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: 8 Motion Carried

Voting No: 0

Motion: Maura Sullivan
2nd: Robert Brautigam

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: 8
Voting No: 0

Motion Carried

Motion: Kelley Louthan
2nd: Joseph Callaghan

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 Kelley Louthan is hereby appointed as Voting Delegate for the 2023 NYSSBA Annual Meeting.
- Resolved, that Board of Education member Maura Sullivan 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: 8
Voting No: 0

Motion Carried

Motion: Steven Mark

2nd: Joseph Callaghan

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 September 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 area and status are 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 Mehrlrose, 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: 8

Motion Carried

Voting No: 0

Motion: Kelley Louthan

2nd: Steven Mark

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

Regular Meeting

September 6, 2023

- 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: 8

Motion Carried

Voting No: 0

Motion: Steven Mark

2nd: Joseph Callaghan

There being no further business, the Regular Meeting of September 6, 2023 is hereby adjourned at 7:32 p.m.

Voting Yes: 8

Motion Carried

Voting No: 0

Dated this 6th day of September, 2023



Pamela Jo Claes, District Clerk



Summer Curriculum Writing & Professional Learning

September 2023
L. Pursel

Curriculum Writing

• Curriculum Writing Goal

- **Priority Area #1: Foundational Academic Skills:** *We will work collaboratively to maximize the impact of our instruction through focus upon factors that most significantly impact student instruction and alignment across all tiers.*

Standards	<ul style="list-style-type: none"> • 7R1: Cite textual evidence to support an analysis of what the text says explicitly/implicitly and make logical inferences. (RI&RL) • 7R2: Determine a theme or central idea of a text and analyze its development over the course of the text; summarize a text. (RI&RL) • 7R5: In literary texts, analyze how structure, including genre-specific features, contributes to the development of themes or central ideas. (RL) • 7R6: In literary texts, analyze how an author develops and contrasts the point of view and the perspectives of different characters or narrators. (RL) • 7W1a: Introduce a precise claim, acknowledge and distinguish the claim from a counterclaim, and organize the reasons and evidence logically. • 7W1b: Support claim(s) with logical reasoning and relevant evidence, using credible sources while demonstrating an understanding of the topic or text. 				
Big Ideas (1-3ish total)	<ul style="list-style-type: none"> • Individual survival in challenging environments requires both physical and emotional resources. • Using informational writing about a historical time, place, or people enriches our understanding of a fictional portrayal of the same time period or events. 				
Essential Questions (3-5ish total)	<ul style="list-style-type: none"> • How do individuals survive in challenging environments? • How do culture, time, and place influence the development of identity? • How does reading from different texts about the same topic build our understanding? • How does juxtaposing multiple characters help authors develop and contrast their points of view? 				
Content/Topics	Skills	Vocabulary	Assessments/Success Criteria	Prerequisite Skills	Intervention/Extension
<ul style="list-style-type: none"> • <i>A Long Walk to Water</i>, by Linda Sue 	<ul style="list-style-type: none"> • Determine the central idea of a text 	<ul style="list-style-type: none"> • points of view • central idea 	<ul style="list-style-type: none"> • Test 1: Identifying Perspective and 	<ul style="list-style-type: none"> • Characterization within text and how 	Intervention: <ul style="list-style-type: none"> • Decoding/encoding

Curriculum Writing by the Numbers...

- **51 Teachers** engaged in Curriculum Writing over the Summer



Curriculum Writing Breakdown

- Math
- Science
- ELA
- Social Studies
- Special Education
- Foreign Language
- Fine Arts
- PE/Health/FACS
- Freshman Mentoring Program
- Technology
- ES Intervention (Reading & Math)
- ES Library
- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4/5th Grades (departmentalized)

Professional Learning

- **Priority Area #1: Foundational Academic Skills**

We will work collaboratively to maximize the impact of our instruction through focus upon factors that most significantly impact student instruction and alignment across all tiers.

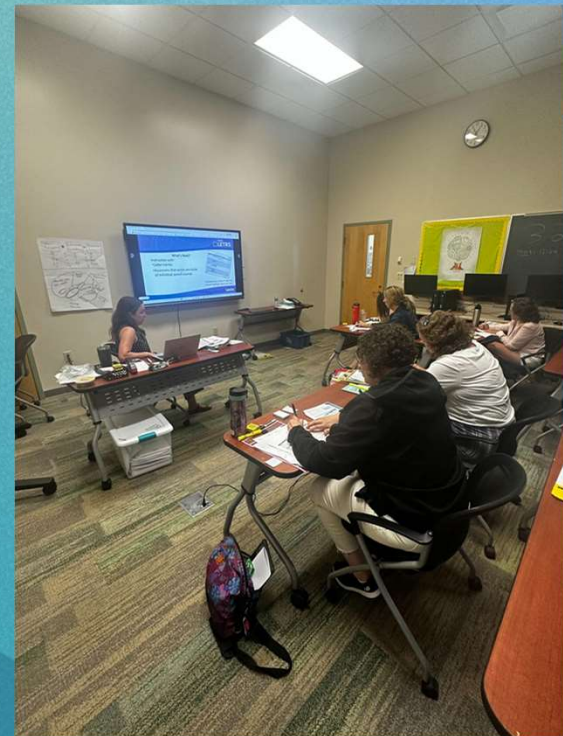
- **Priority #2: Foundational Social and Emotional Skills & Supports** *We will work collaboratively to provide all NCS students to ensure they possess the skills and confidence necessary to engage productively in the school setting.*

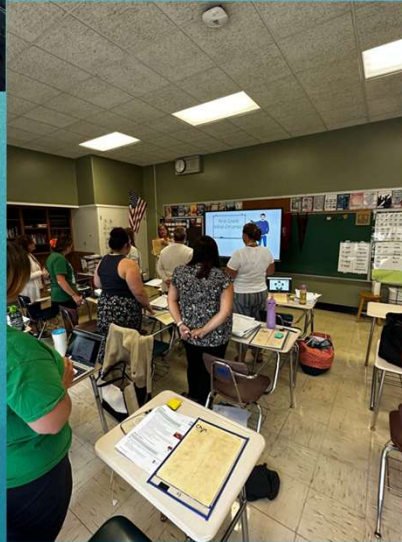
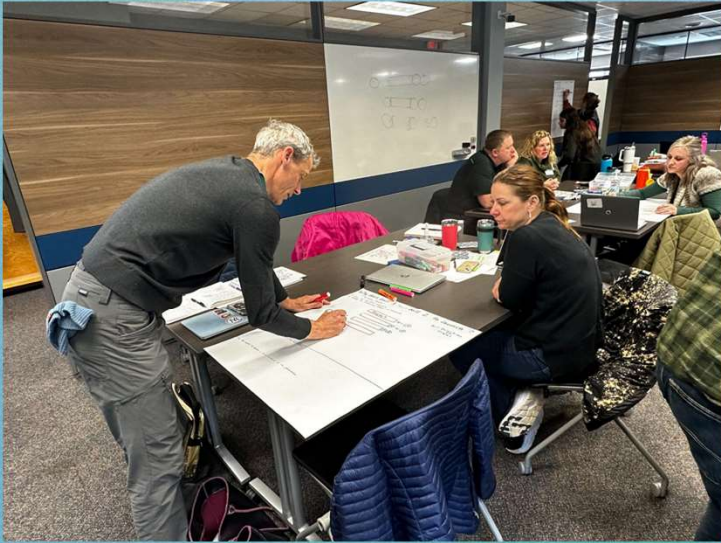
- **Priority Area #3: Opportunities for All NCS Students**

Work collaboratively to create pathways that foster student participation and engagement in both academic and extra-curricular experiences.

Professional Learning by the Numbers...

- 43 Teachers
- 5 Staff Members
- 86 Total Enrollments
- 10 In-house Offerings
- 2 BOCES Offerings





Professional Learning Breakdown

- **LETRS- Foundational Literacy Learning**
 - 3-day Sessions
 - July Series- Lauren Eisinger
 - August Series- Cassie Montemarano
- **Strength Based Practices- SEL**
 - 2-day Session
 - Charlie Appelstein
 - Follow-up PLC
- **Science Vertical Alignment**
- **Elementary Department Chair Retreat- Building Capacity**
- **UPK-2 Department Vertical Alignment**
- **Mentoring Program & New Teacher Orientation**
 - 5 New Teachers
- **Reading Horizons-Discovery Foundational Literacy Supplemental Program**
 - Susannah Allen
- **Character Education- Elementary SEL**

Professional Learning with BOCES

- Smart Start Grant- Focus on Science and Computer Science Standards
 - 18 hours per participant
- Food Service Personnel Conference
- Opportunities to work with our WFL BOCES Math Coach





Hard work
is a key to success.

Next Steps...

★ Continue the work...

- Faculty Meetings
- Department Meetings
- Creating PLC's
- Curriculum Writing Release Time
- District Professional Development Committee
- Engaging in open communication and feedback loop.



**Thank
you!**



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)
- Rick Jaus (School Resource Officer—Ontario County Deputy)
- Monica Kastner (High School Counselor)
- Jason Klewicki (NYS Trooper)
- Heather Clark (Assistant Principal/Data Coordinator)
- Tammy Matthews (Elementary School Psychologist)
- Brian Meteyer (Elementary School Psychologist)
- William Murphy (High School Counselor)
- Katherine Piedici (PPS Director)
- Darlene Wolfanger (Teacher Aide)
- Kristina Saucke (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, 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. 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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ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The Attorney-Client Engagement Agreement ("Agreement") is entered into by and between Naples Central School District ("Client" or "District") and Wagstaff & Cartmell, LLP and its co-counsel Beasley Allen Crow Methvin Portis & Miles, P.C., Goza & Honnold, LLC, Kirton McConkie PC, and Ferrara Fiorenza PC ("Attorneys" or "We"), and encompasses the following provisions:

1. CONDITIONS

This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE

Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with social media litigation, including against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as well as other defendants Attorneys determine appropriate and in the best interests of Client ("Action").

3. DUTIES AND RESPONSIBILITIES OF PARTIES

All professional work performed under this Agreement shall be performed by Attorneys in accordance with existing professional standards. Attorneys shall exert their best efforts and use their best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings. Client will cooperate with Attorneys and their representatives at all times and comply with all reasonable requests of Attorneys in the prosecution of this matter on a timely basis. Client agrees to be truthful at all times with Attorneys, to provide whatever information is necessary (in the Attorneys' estimation) in a timely and competent manner, and to provide immediate information as to any change in Client's status which may have any impact on the prosecution of the Action. At the end of this Agreement Client shall designate a "District Representative" as the authorized representative to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement.

4. LEGAL SERVICES SPECIFICALLY EXCLUDED

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will *not* provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES

- a. Client will pay Attorneys' fees ("Attorneys' Fees") of:
 - i. For any monetary settlement or recovery, or any non-monetary recovery, that Attorneys obtain for Client, Attorneys shall be entitled to thirty-three percent (33%), including thirty-three percent (33%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants. However, if money recovered from defendants is less than thirty-three percent (33%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from defendants.

- ii. Client understands and acknowledges that Attorneys are co-counsel in this Action and are entitled to share in the Attorneys' Fees. Client understands that this Agreement will not increase the total amount of attorneys' fees owed to Attorneys by Client. Client understands and acknowledges that the Attorneys' Fees will be shared as follows:

1. Wagstaff & Cartmell, LLP	21%
2. Beasley Allen Crow Methvin Portis & Miles, P.C.	21%
3. Goza & Honnold, LLC	21%
4. Kirton McConkie, P.C.	12% ⁴³
5. Ferrara Fiorenza, P.C.	25% ⁴⁴

- b. For determining the Attorneys' Fees as outlined in paragraph 5(a), the date of recovery shall be the date that monies are paid or non-monetary value conveyed by defendants as a result of the Action, whether through settlement, judgment, or other means, rather than the date such monies are promised, agreed, or ordered to be paid.
- c. Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.
- d. The contingent fee is calculated as a percent of any settlement or recovery prior to the deduction of any expense or cost, i.e., the "Gross Recovery," unless prohibited by law or Court rule. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.
- e. The Gross Recovery shall include, without limitation, any monetary payments, or the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by defendants shall be included in calculating the Gross Recovery.
- f. If, by judgment, there is *no* monetary recovery and District receives nonmonetary or "in kind" relief, Attorneys acknowledge that District is not obligated to pay Attorneys' Fees from public funds for the value of the in kind relief. In the event of in kind relief by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.
- g. District agrees the defendants shall pay all attorneys' fees in a settlement that includes only nonmonetary relief. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and Client agrees to make a good faith effort to include attorneys' fees for Attorneys as part of the terms of any settlement or resolution of the Action.

⁴³ In the event that MDL or State Court coordinated proceedings result in the assessment of common benefit or similar fees, and, notwithstanding Section 6, those fees are ordered to be paid from the Attorneys' Fees, this fee percentage will be calculated net of those common benefit or similar fees.

⁴⁴ In the event that MDL or State Court coordinated proceedings result in the assessment of common benefit or similar fees, and, notwithstanding Section 6, those fees are ordered to be paid from the Attorneys' Fees, this fee percentage will be calculated net of those common benefit or similar fees.

6. FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS

- a. In the event there is a Court ordered assessment or agreement for fees and costs required to be paid to any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, which typically ranges from 6% to 10% of the gross proceeds, any such assessment will be paid from Client's share of any recovery proceeds as part of the costs and expenses advanced, unless otherwise ordered by the Court or prohibited by law or Court rules. At this time, Attorneys cannot determine what Court ordered assessment, if any, will be paid to an MDL or to a State Court coordinated proceeding.
- b. District understands that additional Attorneys' Fees and/or litigation expense reimbursement(s) may be received by Attorneys from common benefit fund(s) or plaintiff's steering committee discretionary funds from an MDL or State Court coordinated proceeding, Attorneys' representation of other claimants in this litigation, or from other sources. District agrees and understands that the Attorneys' Fees set forth above in Section 5 shall be recoverable to Attorneys in addition to and notwithstanding such other fees, and that Attorneys' Fees are calculated prior to the assessment of any Court ordered assessment, i.e., from the Gross Recovery.

7. SETTLEMENT

Client has the authority to accept or reject any final settlement amount after receiving the advice of Attorneys. District understands settlements are a "compromise" of its claim, and that Attorneys' Fees, as outlined in Section 5 above, apply to settlements. For example, if a settlement is reached, and includes future or structured payments, Attorneys' Fees shall include its contingent portion of those future or structured payments.

8. ASSOCIATE COUNSEL

- a. District agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting District's claim, and District agrees to the participation of any lawyers that Attorneys may choose to involve in District's case. With the exceptions set forth below, payment of Attorneys' Fees to any such additional counsel will be the responsibility of Attorneys and will not increase the total Attorneys' Fees to be paid by District. Appropriate costs and expenses incurred by any such additional counsel on District's behalf, however, will be chargeable to District on the same terms (set out in this Agreement) as costs and expenses incurred on District's behalf by Attorneys.
- b. In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting District's claim for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection and District seeks bankruptcy counsel that affects District's claim; or a complex, group settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary. District understands that Attorneys do not specialize in these areas of the law and agrees that Attorneys may retain such special outside counsel to represent District when Attorneys deem such assistance to be reasonably necessary. District understands that the fees for such counsel will be deducted from District's share of the recovery.

9. REASONABLE FEE IF CONTINGENT FEE IS UNENFORCEABLE OR IF ATTORNEY IS DISCHARGED BEFORE ANY RECOVERY

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliate with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed

thirty-three (33%) of the Gross Recovery as defined herein.

10. NO GENERAL FUND PAYMENTS

Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no circumstances shall Client's own funds be obligated to satisfy the Attorneys' Fees as a result of the Action or this Agreement.

11. COSTS AND EXPENSES

In addition to paying Attorneys' Fees, Client shall reimburse Attorneys for all "costs/expenses," which include but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, travel expenses, and other similar items incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' Fees and Client will reimburse those costs/expenses after Attorneys' Fees have been deducted, unless prohibited by law or Court rule. If there is no recovery, Client will not be required to reimburse Attorneys for costs/expenses. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for any costs/expenses above and beyond the recovery.

12. SHARED EXPENSES

Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

13. DISBURSEMENT OF PROCEEDS TO CLIENT

- a. The proceeds of any settlement, judgment or recovery on District's behalf under the terms of this Agreement shall be disbursed to District as soon as reasonably practicable after receipt by Attorneys. At the time of disbursement of any proceeds recovered on District's behalf under the terms of this Agreement, District will be provided with a detailed disbursement sheet reflecting the method by which Attorneys' Fees have been calculated and the expenses of litigation which are due to Attorneys from such proceeds. Attorneys are authorized to retain out of any monies that may come into their hands by reason of its representation of District the fees, costs, expenses and disbursements to which they are entitled as determined in this Agreement.
- b. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The Attorneys' Fees will be paid out of the initial payment if there are sufficient funds to satisfy the Attorneys' Fees. If there are insufficient funds to pay the Attorneys' Fees in full from the initial payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

14. LIEN

In the event any third-party attempts to lien any proceeds recovered in this Action, Client hereby grants, and agrees, to the extent permitted by law or Court rule, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from defendants in the Action in the amount of the Attorneys' Fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from defendants and in no way affects any other rights of Client in any way whatsoever.

15. DURATION

This Agreement shall cover the period from date of execution until the termination of the Action or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by District upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by District against the defendant(s) subsequent to termination, Attorneys shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, Attorneys shall immediately return to District all materials and documents of every kind and nature, including but not limited to District documents and computer disks, relating to this Agreement and the Action. Attorneys may withdraw as District's attorneys at any time if they determine, in their sole discretion, that District's claim lacks merit or that it is not worthwhile to pursue District's claim further.

16. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

17. MULTIPLE REPRESENTATIONS

District understands that Attorneys do or may represent many other individuals/entities with actual or potential claims in the Action. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys' representation of clients, and especially where conflicts of interest may arise from Attorneys' representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of District and other multiple claimants and that District nevertheless wants Attorneys to represent District, and that District consents to Attorneys' representation of others in connection with the Action. Attorneys strongly advise District, however, that District remains completely free to seek other legal advice at any time even after District signs this Agreement.

18. AGGREGATE SETTLEMENT

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever attorneys represent multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. District authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include District's individual claims. Although District authorizes Attorneys to engage in such group settlement discussions and agreements,

District will still retain the right to approve, and Attorneys are required to obtain District's approval of, any settlement of District's case.

19. VALID PURPOSE

Client is advised that a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

20. ENTIRE AGREEMENT

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

21. SEVERANCE CLAUSE

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or PDF versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____

Print Name of School District: Naples Central School District (the "Client" or "District")

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT (the "District Representative")

Print Name: _____

Print Title: _____

Print Phone Number: _____

Print Email: _____

ACKNOWLEDGMENT OF ATTORNEYS

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Dated: _____

Tom Cartmell, Esq.
Wagstaff & Cartmell, LLP

Dated: _____

Joseph VanZandt, Esq.
Beasley Allen Crow Methvin Portis
& Miles, P.C.

Dated: _____

Kirk Goza, Esq.
Goza & Honnold, LLC

Dated: _____

Joel Wright, Esq.
Kirtan McConkie PC

Dated: _____

Jeffrey Lewis, Esq.
Ferrara Fiorenza PC

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 September 6, 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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