

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2015 MEETINGS - MINUTES

DATE: July 2, 2015

KIND OF MEETING: Reorganization Board Meeting

LOCATION: Administration Central Office Board Room, 630 66th
Street, Niagara Falls, NY

CALL TO ORDER: The Reorganization Meeting was called to order by Board
Member Russell Petrozzi at 5:30 p.m.

The Reorganization Meeting was opened with the Pledge of
Allegiance and a prayer led by Rev. Dobbs.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Destino, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino (5:52 pm), Mrs. Rotella,
and Mr. Vilardo

MEMBERS ABSENT: Mr. Cancemi (*excused*)

ADMINISTRATION OF OATH TO ELECTED BOARD MEMBER

District Clerk Dumas administered the Oath of Office to re-elected Board
Members Rev. Kevin Dobbs and Mr. Russell Petrozzi.

TEMPORARY CHAIRMAN

Mrs. Rotella moved that School Attorney Angelo Massaro be appointed
Temporary Chairman; seconded by Mr. Barstys.

The motion was approved unanimously by those present.

Mr. Massaro assumed the position as Temporary Chairman.

METHOD OF ELECTION OF OFFICERS

It was the consensus of the Board that a roll call vote be used for election
of officers. There were no objections.

NOMINATIONS FOR PRESIDENT OF THE BOARD OF EDUCATION

The Temporary Chairman announced that nominations for President of the Board of Education were in order.

Mr. Petrozzi placed the name of Mr. Nicholas Vilardo in nomination as Board President; motion seconded by Mr. Jocoy. There were no objections.

There were no other nominations for the position of Board President.

Rev. Dobbs moved that nominations be closed and that Mr. Nicholas Vilardo be elected as Board President for the 2015/16 School Year. Mr. Paretto seconded the motion.

The motion was approved unanimously by those present.

ADMINISTRATION OF OATH TO ELECTED OFFICER – BOARD PRESIDENT

District Clerk Dumas administered the Oath of Office to Mr. Vilardo.

PRESIDENT OF THE BOARD OF EDUCATION

Mr. Nicholas Vilardo officially became President of the Niagara Falls Board of Education for the 2015/16 School Year.

Mr. Massaro's temporary appointment as Chairman ended due to the election of Mr. Vilardo as Board President.

NOMINATION FOR VICE PRESIDENT OF THE BOARD OF EDUCATION

Board President Vilardo announced that nominations for Vice President of the Board of Education were in order.

Mr. Paretto placed the name of Mrs. Carmelette Rotella in nomination as Board Vice President; motion seconded by Mr. Petrozzi. There were no objections.

There were no other nominations for the position of Board Vice President.

Rev. Dobbs moved that nominations be closed and that Mrs. Carmelette Rotella be elected as Board Vice President for the 2015/16 School Year; motion seconded by Mr. Petrozzi.

The motion was approved unanimously by those present.

ADMINISTRATION OF OATH TO ELECTED OFFICER – VICE PRESIDENT

District Clerk Dumas administered the Oath of Office to Mrs. Carmelette Rotella.

VICE PRESIDENT OF THE BOARD OF EDUCATION

Mrs. Carmelette Rotella officially became Vice President of the Niagara Falls Board of Education for the 2015/16 School Year.

ADMINISTRATION OF OATH TO OTHER OFFICERS

The Oath of Office will be administered to the District Clerk, District Treasurer, Tax Collector, and District Auditor at a later date.

4. APPOINTMENTS

4.01 INTERNAL CLAIMS AUDITOR

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations empowers the Board of Education to appoint certain District Officers; and

WHEREAS, The School District has a distinct need for the position of Internal Claims Auditor; and

WHEREAS, Denise Kolber will provide service in the position of Internal Claims Auditor; therefore be it

RESOLVED, That Denise Kolber, Consultant, be appointed to the position of Internal Claims Auditor for the period July 1, 2015, through June 30, 2016 at a rate of \$36.05 per hour not to exceed \$32,000.

The motion was approved unanimously by those present.

4.02 THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District requires the services of an administrator for the Unemployment Insurance Program; and

WHEREAS, The District negotiated an improved Agreement with N.E.C. for unemployment insurance services; therefore be it

RESOLVED, That N.E.C. be appointed as Third Party Administrator for the District's Unemployment Insurance Program for the period July 1, 2015, through June 30, 2016.

The motion was approved unanimously by those present.

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Public Law 94-142 regulations 121a.572 states that each participating agency shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages; and

WHEREAS, It further states that one official shall assume responsibility for ensuring the confidentiality of such information; and

WHEREAS, Each agency shall maintain, for public inspection, a current listing of the names and positions of those employees who may have access to personally identifiable information; therefore be it

RESOLVED, That Dr. Michael Lewis, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2015, through June 30, 2016; and

RESOLVED, That instructional employees of the Niagara Falls City School District may examine and inspect the records of individual handicapped students with whom they are working to the extent necessary for the due performance of their instructional duties with respect to such students, subject to the approval and permission of the building administrator; and

RESOLVED, That, likewise subject to the approval and permission of the building administrator, members of the nursing and clerical staff designated by the building administrator may also have access to such records as necessary to the due performance of their duties.

The motion was approved unanimously by those present.

4.04 PUBLIC RECORDS ACCESS OFFICER

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Article 6, Section 84, of the Public Officers Law provides that government is the public's business and that the public, individually and collectively and represented by a free press, should have access to records of government in accordance with the provision of this article (Freedom of Information Law); and

WHEREAS, The Article states that the governmental body shall designate the person from whom such statements may be obtained; therefore, be it

RESOLVED, That the Administrator for Human Resources, Maria Massaro be appointed Public Records Access Officer for the period July 1, 2015, through June 30, 2016, with no additional compensation.

The motion was approved unanimously by those present.

4.05 RECORDS MANAGEMENT OFFICER

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §57.19 of the Local Government Records Law requires that each local government designate a "Records Management Officer" (RMO) to coordinate the development of and oversee its records management program; and

WHEREAS, Ruthel Dumas, the District Clerk, has been performing the duties of the Records Management Officer; therefore be it

RESOLVED, That the District Clerk, Ruthel Dumas be appointed Records Management Officer for the period July 1, 2015, through June 30, 2016, without additional compensation.

The motion was approved unanimously by those present.

4.06 DISTRICT CLERK

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, New York State Education Law, § 2130 and §2503(15) states that the Board of Education shall appoint a Clerk of the Board; and

WHEREAS, Ruthel D. Dumas has provided satisfactory performance in said position; therefore be it

RESOLVED, That Ruthel Dumas be reappointed District Clerk at the salary in the budget subject to any salary adjustments as approved by the Board of Education.

The motion was approved unanimously by those present.

4.07 SCHOOL DISTRICT TREASURER

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, New York State Education Law, §2130 and §2503(15) state that the Board of Education shall appoint a treasurer for the school district; and

WHEREAS, Specific responsibilities must be assigned to the school district treasurer that can only be performed by an individual so appointed; therefore be it

RESOLVED, That Rebecca A. Holody be appointed School District Treasurer for the period July 1, 2015 through June 30, 2016.

The motion was approved unanimously by those present.

4.08 TAX COLLECTOR

Mrs. Rotella moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §2506 of the Education Law states that the Board of Education shall appoint a school district Tax Collector; and

WHEREAS, Specific responsibilities must be assigned to the school district Tax Collector that can only be performed by an individual as appointed; therefore be it

RESOLVED, That Administrator for School Business Services, Joseph A. Giarrizzo, be appointed as School District Tax Collector with no additional compensation.

The motion was approved unanimously by those present.

4.09 MEDICAID COMPLIANCE OFFICER

Mr. Destino moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Niagara Falls City School District participates in programs that provide services to Medicaid eligible individuals and receives Medicaid reimbursement for such programs; and

WHEREAS, The District is committed to compliance with all applicable laws and regulations related to Medicaid billing and reimbursement; and

WHEREAS, The District has developed a Medicaid Compliance Program/Policy aimed to prevent inaccurate billing or inappropriate practices in accordance with New York Social Services Law Section 363-d; now therefore be it

RESOLVED, That Maria Massaro, Administrator for Human Resources is designated the Medicaid Compliance Officer for the period of July 1, 2015 through June 30, 2016.

The motion was approved unanimously by those present.

5. DESIGNATIONS

5.01 OFFICIAL BANK DEPOSITORIES

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §2130 of the New York State Education Law states that, "the Board shall designate by written resolution duly adopted by a majority vote of such Board which shall be entered into its minutes, a bank, banks, banker or bankers for the deposit of all moneys received by the treasurer, collector, village receiver or village collector; provided that such designation shall be made of a bank or banks or banker or bankers within the state"; and

5. DESIGNATIONS (cont'd.)

5.01 OFFICIAL BANK DEPOSITORIES (cont'd.)

WHEREAS, The District is recommending that four (4) banks handle all District accounts; therefore be it

RESOLVED, That the Board of Education designate, Manufacturers and Traders Trust Company, Bank of America, and J.P. Morgan Chase Manhattan Bank, N.A., as Official Bank Depositories for all school funds for the period July 1, 2015, through June 30, 2016; and be it further

RESOLVED That Rebecca Holody, School District Treasurer and the Administrator for School Business Services are hereby jointly and/or separately authorized to sign checks and/or execute other documents which may be required for the transaction of Niagara Falls City School District business with the depositories herein named.

The motion was approved unanimously by those present.

5.02 TRANSFER AGENT FOR DEBT SERVICE

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §70.00 of the New York Local Finance Law states, a finance board on behalf of any municipality, school district or district corporation may contract from time to time for a period or periods not exceeding ten years each, with any bank or trust company located and authorized to do business in this state for the purpose of having such bank or trust company act, in connection with all its obligations, or any specific issue or issues of its obligations, or any specific type or types of its obligations, as the registration agent for such municipality, school district or district corporation and for related services, and for the payment for such municipality, school district or school district corporation of a reasonable compensation to any such bank or trust company for the services to be performed by it pursuant to such contract"; and

WHEREAS, In the year immediately passed, Chase Manhattan Global Trust Services, Dormitory Authority of State of New York, Bank of New York, and Depository Trust Company, both of New York, New York have satisfactorily performed this function in their service as Transfer Agent for Debt Service; therefore be it

RESOLVED, That the Board of Education designate Manufacturers and Traders Trust Company, Chase Manhattan Global Trust Services, Dormitory Authority of State of New York, Bank of New York, Depository Trust Company, both of New York, New York as Transfer Agents for Debt Service for the period July 1, 2015, through June 30, 2016.

The motion was approved unanimously by those present.

5.03 MUNICIPAL BOND CONSULTANT

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Periodically it is necessary for the District to prepare for a bond or note sale; and

WHEREAS, The District has historically appointed a municipal bond consultant to expedite and facilitate the sale of bonds or notes, as well as provide consulting services to the Board of Education; and

WHEREAS, Capital Markets Advisors, LLC (CMA), a Municipal Bond Consultant of high reputation and located locally, has extensive knowledge and experience dealing with Qualified Zone Academy Bonds (QZABs) that have been used in creatively financing various school districts' sale of bonds for capital projects; therefore be it

RESOLVED, That the Board of Education designate Capital Markets Advisors, LLC as Municipal Bond Consultants for the period July 1, 2015, through June 30, 2016, with no annual retainer fee; and be it further

RESOLVED That designation herein is subject to conclusion of an appropriate agreement for payment of fee when required which shall contain terms and conditions acceptable to the Superintendent and School District Attorney.

The motion was approved unanimously by those present.

5.04 BONDING ATTORNEYS

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Niagara Falls City School District from time to time has the occasion to require a bond or note issue; therefore be it

RESOLVED, That the Board designate the law firm of Orrick, Herrington & Sutcliffe LLP as bonding attorneys with no annual retainer fee for the period July 1, 2015, through June 30, 2016.

The motion was approved unanimously by those present.

5.05 OFFICIAL NEWSPAPER

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

5.05 OFFICIAL NEWSPAPER (cont'd.)

WHEREAS, Various provisions of the New York State Education Law requires that certain notices be published at a particular time in a newspaper or newspapers having general circulation within the school district; and

WHEREAS, The *Niagara Gazette* is a published newspaper within the area identified as the Niagara Falls City School District; therefore be it

RESOLVED, That the *Niagara Gazette* be designated as the Board of Education Official Newspaper for the period July 1, 2015, through June 30, 2016; and

RESOLVED, That any official notices required by law be published in the Niagara Gazette in accordance with legal requirements.

The motion was approved unanimously by those present.

5.06 REGULAR MONTHLY MEETINGS

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, New York State Education Law §2504 provides that regular meetings of the Board of Education shall be held at least as often as once each month; therefore be it

RESOLVED, That the Niagara Falls Board of Education will hold its regular meetings for the 2015-2016 school year at 7:00 p.m. on the fourth Thursday of each month; and

RESOLVED, That the only exceptions to the stated schedule are July 2, November 19, December 17, 2015, and March 17, April 14, and May 18, 2016 (**full schedule to be posted on District website at www.nfschools.net**).

The motion was approved unanimously by those present.

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls, New York, is committed to making every effort to resolve differences involving educational programs for students with disabilities; and

WHEREAS, According to law and regulations, parents may request a formal impartial hearing to resolve any differences concerning the appropriate education for their child, a student with disabilities; and

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS (cont'd.)

WHEREAS, The Individuals With Disabilities Education Act (IDEA) and New York State Commissioner's Regulations requires various procedures in the selection of Impartial Hearing Officers and the conducting of Impartial Hearings; and

WHEREAS, The Board has developed a policy providing for a process to select Impartial Hearing Officers and the conducting of Impartial Hearings, all in accordance with laws and statutorily prescribed regulations; and

WHEREAS, When an IHO, properly contacted by the District Clerk, indicates availability, the Board of Education must immediately appoint him/her; now therefore, be it

RESOLVED, That in order to expedite the appointment process, the Board of Education designates the Board President to appoint the IHO on behalf of the Board.

The motion was approved unanimously by those present.

6. AUTHORIZATIONS

6.01 PURCHASING AGENT

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, §170.2(b) of the Commissioner's Regulations states that, "the Board of Education of every union free district shall have power and it shall be its duty to designate the persons to be responsible for the following functions: (1) Purchasing, (2) Certification of Payrolls"; therefore be it

RESOLVED, That the Board of Education authorize Collis Earl Smeal to perform the duties of Purchasing Agent for the period July 1, 2015, through June 30, 2016, with no additional compensation provided.

The motion was approved unanimously by those present.

6.02 CERTIFICATION OF PAYROLLS

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, §170.2(b) of the Commissioner's Regulations states that, "the Board of Education of every union free district shall have power and it shall be its duty to designate the persons to be responsible for the following functions: (1) Purchasing, (2) Certification of Payrolls"; therefore be it

RESOLVED, That this Board of Education authorize the Business Administrator and the Administrator for Human Resources to certify payrolls for the period July 1, 2015, through June 30, 2016, with no additional compensation provided.

The motion was approved unanimously by those present.

7. PURCHASING PROCEDURES POLICY

Mr. Paretto moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The New York State Municipal Law §104-b requires that procurement policies of the district be reviewed annually by the Board of Education; and

WHEREAS, Effective June 22, 2010, an amendment was made to §103 of the General Municipal Law increasing threshold requirements for public bidding on purchases from \$10,000 to \$20,000, and

WHEREAS, Effective November 12, 2009, an amendment was made to §103 of the General Municipal Law increasing threshold requirements for public bidding on public works from \$20,000 to \$35,000; and

WHEREAS, Also effective January 1, 1992, provisions on new §104-b of the General Municipal Law relating to the procurement of goods and services for which competitive public bidding is not required, requires the Board of Education to adopt internal policies and procedures, governing all procurement activities; therefore be it

RESOLVED, That the District will use the Purchasing Procedures Policy for the School District of Niagara Falls, New York, as approved on June 24, 2010, and described as Policy 2010-5410.

The motion was approved unanimously by those present.

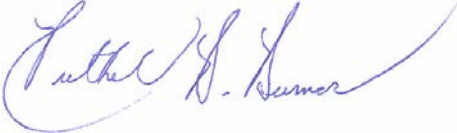
ADJOURNMENT

Mr. Paretto moved that the July 2, 2015 Reorganization Meeting be adjourned. Rev. Dobbs seconded the motion. All Board members were present with the exception of Mr. Cancemi and Mr. Restaino.

The motion was approved by unanimous vote.

The July 2, 2015 Reorganization Meeting was adjourned at 5:50 p.m.

Respectfully submitted,



Ruthel D. Dumas
District Clerk

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2015 MEETINGS - MINUTES

DATE: July 2, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Auditorium, 630 66th Street,
Niagara Falls, NY

CALL TO ORDER: The Regular Meeting was called to order by President
Nicholas Vilardo at 5:50 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Destino, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino (5:52 pm), Mrs. Rotella,
and Mr. Vilardo

MEMBERS ABSENT: Mr. Cancemi (*excused*)

ORAL COMMUNICATION – PUBLIC COMMENT

NONE

MINUTES

NONE

BUDGET TRANSFER

NONE

BOARD MEMBER ARRIVES

Mr. Restaino arrived at the meeting at 5:52 p.m.

BID #8 – NUTS AND BOLTS SUPPLIES

Mr. Paretto moved for approval of the following resolution on Nuts and Bolts Supplies - Bid No. 8, for the 2015-2016 School Year. Mrs. Rotella seconded the motion.

BID #8 – NUTS AND BOLTS SUPPLIES (cont'd.)

WHEREAS, Funds were appropriated for Nuts and Bolts Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 8 – Nuts and Bolts Supplies; and

WHEREAS, Legal notice was published June 3, 2015 and bid documents were mailed to or secured by 8 potential bidders; and

WHEREAS, Bids were publicly opened and read on June 24, 2015 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Energy/Procurement Specialist; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Discount Percentage</u>
8A	Fastenal	45 %

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

BID #9 – PLUMBING SUPPLIES

Mr. Paretto moved for approval of the following resolution on Plumbing Supplies - Bid No. 9, for the 2015-2016 School Year. Mrs. Rotella seconded the motion.

WHEREAS, Funds were appropriated for Plumbing Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 9– Plumbing Supplies; and

WHEREAS, Legal notice was published June 3, 2015 and bid documents were mailed to or secured by seven potential bidders; and

BID #9 – PLUMBING SUPPLIES (cont'd.)

WHEREAS, Bid was publicly opened and read on June 24, 2015 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Energy/Procurement Specialist; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Contractor</u>	<u>Items</u>	<u>Amount</u>
9A	Plumbmaster	30	\$4,715.10
No Bid	Release to Open Market	<u>22</u>	
	Total	52	\$4,715.10

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

TREASURER'S REPORT

NONE.

BUDGET STATUS REPORT

NONE

BOARD MEMBER ARRIVES

Mr. Restaino arrived at the meeting at 5:52 p.m.

PERSONNEL REPORT--CERTIFICATED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Certificated Staff, Items #I through #XIII. Mrs. Rotella seconded the motion.

I. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Italo Baldassarre R	Level 5 Admin., CEC \$103,186 (probationary) A2020.150.052	Level 3 Admin. Kalfas \$124,673 (probationary) A2020.150.059	July 13, 2015 (probationary period ends July 12, 2019)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Peter Carlo <u>R</u>	Teacher Grade 6 Abate	\$47,298 Step 2-30M A2101.120.056	September 1, 2015 (probationary period ends June 30, 2018)
Christine Chase <u>R</u>	Teacher Grade 5 79 th	\$59,616 Step 11-50M A2101.120.065	September 1, 2015 (probationary period ends June 30, 2018)
Michael Kineke <u>M</u>	Teacher Music GJ Mann (.5) Abate (.5)	\$46,915 Step 1-30M A2162.120.067 (.5) A2162.120.056 (.5)	September 1, 2015 (probationary period ends June 30, 2019)
Lenny LeBlanc <u>R</u>	Teacher Grade 6 NSS	\$53,890 Step 7-50M A2101.120.061	September 1, 2015 (probationary period ends June 30, 2018)
Michael LeBlanc <u>R</u>	Teacher Special Education LPS	\$48,518 Step 3-40M A2250.133.050	September 1, 2015 (probationary period ends June 30, 2018)
Angelica Martin <u>R</u>	Teacher Special Education GPS	\$49,332 Step 3-50M A2250.133.049	September 1, 2015 (probationary period ends June 30, 2018)

III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Caterina Antonacci <u>R</u>	Teacher Grade 4 Hyde Park (Andrew Touma)	\$61,730 Step 10-90M A2101.120.058	September 1, 2015
Raquela Aversa <u>R</u>	Teacher Kindergarten NSS (Claudia Knight)	\$40,198 Step 1-BA A2110.110.061	September 1, 2015
James Belin-Irving <u>S</u>	Teacher Science CEC (.5)	\$20,295 Step 2-BA A2127.130.052 (.5)	September 1, 2015
Brandie Brown <u>R</u>	Teacher English GPS (Jessica Kulbago-Onevelo)	\$48,503 Step 4-30M A2125.130.049	September 1, 2015
Goldie Burton <u>R</u>	Pupil Service Assistant 10 Mo. NFHS (Donald Bass)	\$37,250 Step 2 A2810.147.045	September 1, 2015

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. <u>REGULAR SUBSTITUTES (Continued)</u>				
<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>	
Martin Campbell <u>R</u>	Teacher Business NFHS (Marc Catanzaro)	\$68,302 Step 12-90MM A2120.130.045	September 1, 2015	
Kathryn Canterbury <u>R</u>	Teacher Science CEC (Edwin Maynard)	\$55,681 Step 9-30M A2127.13.052	September 1, 2015	
Bryan Collins <u>R</u>	Teacher English CEC (Eileen Burkett)	\$50,472 Step 5-40M A2125.130.052	September 1, 2015	
Sarah Collins <u>R</u>	Teacher Grade 5 Cataract (Samuel Fruscione)	\$40,984 Step 3-BA A2101.120.057	September 1, 2015	
Cheree Copelin <u>R</u>	Teacher Social Studies GPS (.5) (Marcus Latham)	\$32,424 Step 9-90MM (.5) A2128.130.049 (.5)	September 1, 2015	
Martin DeRosa <u>R</u>	Teacher Physical Education NSS (.9)/79th (.1) (Nicholas Ruffolo)	\$50,472 Step 5-40M A2164.120.061 (.9) A2164.120.065 (.1)	September 1, 2015	
Jessica Fortunate <u>R</u>	Teaching Assistant 79 th Street (Geraldine Koch)	\$31,239 Step 1 F2250.143.007.0716	September 1, 2015	
Melissa Franke <u>R</u>	Teacher Health GPS (Randy Gall)	\$68,302 Step 12-90MM A2122.130.049	September 1, 2015	
Daniel Giancola <u>R</u>	Teacher Grade 3 Hyde Park (Deanna Cudahy)	\$54,587 Step 8-40M A2101.120.058	September 1, 2015	
Megan Glasser <u>R</u>	Teacher Social Studies LPS (Francis Coney III)	\$59,281 Step 10-60M A2128.130.050	September 1, 2015	
Melissa Huffman <u>S</u>	Teacher Grade 2 NSS (Sara Strangio)	\$47,298 Step 2-30M A2101.120.061	September 1, 2015	
Louis Jacklin <u>S</u>	Teacher Science GPS (Ronni McGrath)	\$48,503 Step 4-30M A2127.130.049	September 1, 2015	
Kaitlyn Kinan <u>R</u>	Teacher Special Education GPS (.5)/CEC (.5) (Cheryl Meteer)	\$40,198 Step 1-BA A2250.133.049 (.5) A2250.133.052 (.5)	September 1, 2015	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. <u>REGULAR SUBSTITUTES (Continued)</u>				
<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>	
Edward Kladke <u>R</u>	Teacher Grade 3 NSS (Janine Bellonte)	\$49,655 Step 5-30M A2101.120.061	September 1, 2015	
Valerie Klender <u>R</u>	Teaching Assistant LPS (Kathryn Canterbury)	\$31,239 Step 1 A2257.143.050	September 1, 2015	
Geraldine Koch <u>R</u>	Teacher Grade 6 Kalfas (Kathleen Urban)	\$40,198 Step 1-BA A2101.120.059	September 1, 2015	
Amanda LaChance <u>R</u>	Teacher Physical Education Abate (Brian Carey)	\$60,432 Step 11-60M A2164.120.056	September 1, 2015	
Matthew Leo <u>R</u>	Teacher Health NFHS (Dennis Balogh)	\$49,320 Step 4-40M A2122.130.045	September 1, 2015	
Deanna Matsulavage <u>R</u>	Teacher Math NFHS (Karl Wagner)	\$51,624 Step 6-40M A2126.130.045	September 1, 2015	
Rebecca May <u>S</u>	Teacher Science LPS (Michael Corsaro)	\$49,655 Step 5-30M A2127.130.050	September 1, 2015	
Julia Meyers <u>R</u>	Teacher Math LPS (Richard Meranto)	\$49,655 Step 5-30M A2126.130.050	September 1, 2015	
Michael Montanaro <u>R</u>	Teaching Assistant GPS (Raquela Aversa)	\$31,239 Step 1 A2257.143.049	September 1, 2015	
Colleen Pascuzzi <u>R</u>	Teacher Social Studies NFHS (Thomas Fisher)	\$52,475 Step 7-40M A2128.130.045	September 1, 2015	
Diane Pati <u>S</u>	Teacher Grade 4 Cataract (Joseph Bellonte)	\$47,298 Step 2-30M A2101.120.057	September 1, 2015	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT.CODE</u>	<u>EFFECTIVE DATES</u>
William Rodgers <u>R</u>	Teacher Math CEC (Maria Murgia)	\$61,584 Step 12-60M A2126.130.052	September 1, 2015
Bryan Rotella <u>R</u>	School Psychologist LPS (.8)/79th (.2) (Michael Lewis)	\$71,795 Step 8-90MM A2820.133.050 (.8) A2820.133.065 (.2)	September 1, 2015
Frank Rotundo <u>R</u>	Teaching Assistant GJ Mann (.5)/Abate (.5)	\$31,239 Step 1 A2257.133.067 (.5) A2257.133.056 (.5)	September 1, 2015
Justin Speidel <u>R</u>	Teacher Math GPS (.5)/LPS (.5) (Colleen Caprio)	\$48,518 Step 3-40M A2126.130.049 (.5) A2126.130.050 (.5)	September 1, 2015
James Stypa <u>S</u>	Teacher Physical Education Abate (Noelle Gaetano-Kasprzak)	\$51,624 Step 6-40M A2164.120.056	September 1, 2015
Richard Venator <u>R</u>	Teacher Technology GPS (John Forcucci)	\$73,723 Step 13-90MMM A2124.130.049	September 1, 2015
Sunnie Ventry <u>R</u>	Teacher Grade 3 Cataract (Carrie Cino)	\$50,151 Step 3-60M A2101.120.057	September 1, 2015
Nicollette Walaszek <u>R</u>	Teaching Assistant GPS (Angelica Martin)	\$31,239 Step 1 A2257.143.049	September 1, 2015
Lindsey Wrobel <u>R</u>	Teacher Grade 6 CES(John Briglio)	\$48,125 Step 2-40M A2101.120.057	September 1, 2015
James Zacher <u>R</u>	Teacher Grade 4 Abate(Christopher Murgia)	\$51,658 Step 7-30M A2101.120.056	September 1, 2015

IV. REVISED REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Jessica DeMarco <u>R</u>	Teacher Grade 1 Niagara Street (Kelly Piccirillo)	\$48,547 Step 1-50M A2103.149.097 (Revised Salary)	March 11, 2015 – until teacher returns (Converted 6/16/15)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. REAPPOINTMENTS FOR 2015-2016

A. INDIAN EDUCATION STAFF SCHOOL YEAR 2015 – 2016

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY /ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Linda Capton	Cultural Specialist I Abate	\$15,223 / 25 hrs per week F2103.120.052.1516	September 1, 2015 - June 30, 2016
Noreen Hill	Project Director Abate	\$34,479 / 30 hrs per week F2103.150.052.1516	July 1, 2015 - June 30, 2016
Patricia Miller	Cultural Specialist II Abate	\$23,913 / 25 hrs per week F2103.120.052.1516	September 1, 2015 - June 30, 2016

B. EMPLOYMENT COORDINATOR SCHOOL YEAR 2015 – 2016

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY /ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terrell Rodgers	Employment Coordinator Center for Young Parents	\$34,487 F2830.130.045.5516	July 1, 2015 – June 30, 2016

VI. TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Robert Bradley	Level 3 Administrator GPSA2020.150.049	Level 3 Administrator NFHSA2020.150.045	July 1, 2015
Dorothy Brundidge	Level 4 Administrator Cataract A2020.150.057	Level 4 Administrator CEC A2020.150.052	July 1, 2015
Colleen Caprio	TSA as Instructional Coach Kalfas F2103.138.059.4315	TSA as Instructional Coach Kalfas - F2103.138.059.4316 (.6) Maple - F2103.138.060.4316 (.4)	September 1, 2015
Carrie Cino	TSA as Instructional Coach Hyde Park F2103.138.058.4315	TSA as Instructional Coach Mann - F2103.138.067.4316 (.6) HP - F2103.138.058.4316 (.4)	September 1, 2015
Noelle Gaetano-Kasprzak	Teacher on Special Assignment GPS A2102.138.049	Teacher on Special Assignment CES A2101.138.057	September 1, 2015
Kate Johnston	Teacher Science NFHS – A2127.130.045 (.6) CEC – A2127.130.052 (.4)	Teacher Science NFHS A2127.130.045	September 1, 2015
Mary Kerins	Level 3 Administrator Kalfas A2020.150.059	Level 3 Administrator Hyde Park A2020.150.058	July 1, 2015

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. TRANSFERS (Continued)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Anne Mardon	TSA as Instructional Coach LPS F2103.138.050.0115	TSA as Instructional Coach GPS – F2103.138.049.0116 (.6) LPS – F2103.138.050.0116 (.4)	September 1, 2015
Christopher Murgia	Teacher on Special Assignment Abate A2101.138.061	Teacher on Special Assignment Abate – A2101.138.056 (.5) NSS – A2101.138.061 (.5)	September 1, 2015
Beckie Richards	Teacher Grade 3 Hyde Park A2101.120.058	Teacher Grade 2 Hyde Park A2101.120.058	September 1, 2015
Sheila Smith	Level 3 Administrator Hyde Park A2020.150.058	Level 3 Administrator GPS A2020.150.049	July 1, 2015
Kathleen Urban	Teacher on Special Assignment NSS A2101.138.061	Teacher on Special Assignment GPS A2102.138.049	September 1, 2015

VII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Raquela Aversa	Teaching Assistant GPS	Other (to take other District position)	September 1, 2015 – June 30, 2016
Kathryn Canterbury	Teaching Assistant LPS	Other (to take other District position)	September 1, 2015 – June 30, 2016
Roberta Cortese	Teacher Kindergarten Abate	FMLA (without pay)	June 25, 2015 – June 26, 2015
Geraldine Koch	Teaching Assistant 79 th Street	Other (to take other District position)	September 1, 2015 – June 30, 2016
Angelica Martin	Teaching Assistant GPS	Other (to take other District position)	September 1, 2015 – June 30, 2016
Sunnie Ventry	Teaching Assistant GJ Mann (.5)/Abate (.5)	Other (to take other District position)	September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII.	<u>SUMMER WORK – 2015-2016</u>			
	<u>PER DIEM</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Adam Bianco	5 days	\$462.46 General Fund	Counselor Planning
	Bernadette Boland	17 days	\$462.46 F2250.132.098.0716	Speech Services
	Bruce Brundidge	5 days	\$458.15 General Fund	Counselor Planning
	Caroline Buchman	15 days	\$515.93 Title I	Administrative Planning
	Eileen Burkett	15 days	\$321.84 Title I	Assessment Planning
	Catherine Contento	13 days	\$320.49 F2250.132.098.0716	Speech Services
	Marc Daul	5 days	\$264.60 General Fund	Counselor Planning
	John Forcucci	20 days	\$479.54 General Fund	Athletic Director, Planning
	Kenneth Krieger	30 Days	\$528.09 F2250.132.098.0716	Psychologist Services
	Michael Lewis	20 Days	\$393.69 F2103.132.098.2115	Special Education, Grants Planning
	Michael Lewis	5 Days	\$393.69 F2103.132.007.6315	Special Education, Grants Planning
	Maria Mascaro-Sinatra	5 days	\$483.80 General Fund	Counselor Planning
	Cheryl Meteer	17 days	\$435.10 F2250.132.098.0716	Special Ed. Planning
	Tammy Novak	5 days	\$317.76 General Fund	Counselor Planning
	Rose Rajczak	5 days	\$483.80 General Fund	Counselor Planning

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. SUMMER WORK – 2015-2016 (Continued) PER DIEM

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Rachel Rotella	5 days	\$316.08 General Fund	Counselor Planning
Sarah Ruffolo	10 Days	\$362.24 F2250.132.098.0716	Speech Services
Corinna Scozzaro	5 Days	\$528.09 Grant Code	Comprehensive Evaluations
Pamela Smith	5 days	\$462.46 General Fund	Counselor Planning
Catherine Sullivan	25 Days	\$462.46 Title I	Curriculum Planning
Derek Zimmerman	15 Days	\$515.93 Title I	Administrative Planning

IX. SCHEDULE B

1. FALL 2015 ATHLETIC PLACEMENT PROCESS TESTING – NTE 8 HOURS EACH – A2855.141.098

Robert Braham	Ollie McClain
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2. REVISION OF GRADUATION – NFHS – JUNE 27, 2015 – NTE 3.5 HOURS EACH – A2020.140.045

<u>ADD:</u>	<u>ADD:</u>	<u>REMOVE:</u>
Christine Barstys	Susan Fallon	Rachel Rotella

3. FUNCTIONAL SKILLS SUMMER CAMP – NTE 75 HOURS EACH – A6300.140.098

<u>Program Director</u>	<u>Guidance Counselor</u>	<u>Art Teacher</u>	<u>Physical Education Teacher</u>
Maralynn Giancola	Mary Kurek	Nicole Lasut-Campbell	Stanley Wojton

4. SPEECH PATHOLOGIST – JULY 1 – AUGUST 16, 2015 – NTE 30 HOURS

Shannon Savage

5. ELEMENTARY SPECIAL EDUCATION TEACHERS – NTE 5 HOURS EACH – JULY & AUGUST 2015

Jennifer Korzelius	Patricia Rafferty
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6. MSP GRANT – COACHES – NTE HOURS AS INDICATED BELOW – F2103.140.007.2116

<u>NTE 8 HOURS</u>	<u>NTE 20 HOURS</u>	<u>NTE 20 HOURS</u>	<u>NTE 5 HOURS</u>
Janine Bellonte	Colleen Caprio	Carrie Cino	Ronni McGrath
<u>NTE 8 HOURS</u>			
Sara Strangio			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX. SCHEDULE B (Continued)

7. TRC DIRECTOR – NTE 330 SCHEDULE B HOURS – JULY 1, 2015 – JUNE 30, 2016 – F2070.140.045.8116

Susan Rhodenizer

8. SUMMER TRC PRESENTERS – NTE 9 HOURS EACH @ \$50.00/HOUR – F2070.131.007.8116

Book Study Group: (Aug/Sept)

Sheila Chille

Book Study Group: (July)

Susan Rhodenizer

Book Study Group: (Aug/Sept)

Susan Rhodenizer

9. SUMMER TRC PRESENTERS – NTE 6 HOURS EACH @ \$50.00/HOUR – F2070.131.007.8116

Collaboration/Co-Teaching for English Language Learners

Joanna Antonacci

Technology Essential for the Effective Teacher

Edwin Maynard

An Introduction to Project-Based Learning

Julie McIntyre

10. SUMMER WORK – SCHEDULE B FROM VARIOUS LOCATIONS – NTE HOURS AS INDICATED BELOW

NTE 3.75 Hrs x 3 days = (11.25 Hrs)

CES/NFHS Autism Teachers

Kathryn Barto

NTE 7 HOURS – NFHS

A2020.140.045

Joseph Bellonte

NTE 19 HOURS – GPS

F2102.140.049

Francis Coney III

NTE 35 HOURS

F2103.140.007.7614

Thomas Fisher

NTE 11 HOURS – GPS

F2102.140.049

Gail Hoesterman

NTE 3.75 Hrs x 3 days = (11.25 Hrs)

CES/NFHS Autism Teachers

Mary Kurek

NTE 3 HOURS – GPS

F2102.140.049

Anne Mardon

NTE 3 HOURS – GPS

F2102.140.049

Maria Murgia

NTE 10 HOURS – D-WIDE

F2103.140.007.5715

Ebone Rose

NTE 35 HOURS – F2103.140.007.7614

NTE 3 HOURS – F2102.140.049 - GPS

Kathleen Urban

X. SCHEDULE B - ASSESSMENT/CURRICULUM

A100. PREP LEVEL – LOTE ASSESSMENTS – NTE 11.25 HOURS EACH

Julie McIntyre

Michelle Melohusky

A101. ELEMENTARY MUSIC ASSESSMENTS – NTE 11.25 HOURS EACH

Kathy Costanzo

Amy Heist

Veronica Schucker

A102. ELEMENTARY ART ASSESSMENTS – NTE 11.25 HOURS

Terri Ryan

A103. SECONDARY LOTE ASSESSMENTS – NTE 11.25 HOURS EACH

Adrienne Navaroli

Jill Wagner

Karen Waugaman

A103A. PREP LEVEL LOTE ASSESSMENTS – NTE 11.25 HOURS EACH

Miquel Carey

Jill Wagner

Karen Waugaman

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>SCHEDULE B - ASSESSMENT/CURRICULUM (Continued)</u>			
C100.	<u>GRADE 3 – 6 STEM/SCIENCE – NTE 3.75 HOURS EACH</u>			
	Johanna Bolender	Ronni McGrath	David St. Onge	Daniel Weiss
	Tammy Zaker			
C101.	<u>ELEMENTARY TECHSTEPS (GRADES K – 5) – NTE 3.75 HOURS EACH</u>			
	Julie Brundage-Lowry	Elizabeth Canada	Stefany Critelli	Maria D'Antonoli
	Danielle Dionne	Angela Demunda-Martin	Maria Ehde	Lyndie Grant
	Lisa Malpica	David St. Onge	Michele Walker	Daniel Weiss
C102.	<u>GRADES (KINDERGARTEN – GRADE 2) ELA CURRICULUM – NTE 26.25 HOURS EACH</u>			
	Deanna Cudahy	Maria D'Antonoli	Maria Ehde	Lyndie Grant
	Janis Leo	Lynn Pasek	Nancy Sarkees	Joanne Washcalus
C106.	<u>GRADE 7 & 8 ELA CURRICULUM – CAP – NTE 15 HOURS EACH</u>			
	Kristen Mihalko-Hyland	Christina Schove		
C108.	<u>GRADE 7 MATHEMATICS CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Amanda Molnar	Justin Speidel		
C109.	<u>GRADE 8 MATHEMATICS CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Derek Frommert	Julia Meyers		
C110.	<u>GRADE 7 & 8 MATHEMATICS AIS CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Amanda Molnar	Cory Savard		
C111.	<u>PREP SCHOOL MATHEMATICS HEAD TEACHER – NTE 15 HOURS</u>			
	Maria Murgia			
C112.	<u>PREP SCHOOL STEM: MATH & SCIENCE INTEGRATION – NTE 11.25 HOURS EACH</u>			
	Derek Frommert	Edwin Maynard	Amanda Molnar	Ronni McGrath
	Michael McGrath	Frank Strangio		
C116.	<u>PHYSICAL EDUCATION CURRICULUM – HIGH SCHOOL – NTE 22.5 HOURS EACH</u>			
	Martha Amoretti	Stanley Wojton		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. SCHEDULE B - ASSESSMENT/CURRICULUM (Continued)

C119. NFHS – ENGLISH – GRADE 11 – NTE 18.75 HOURS EACH

Catherine Burke	Judith Deull	Aimee Wolf
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C121. NFHS – ENGLISH – ACCELERATED AND ADVANCED PLACEMENT – NTE 18.75 HOURS EACH

Christine Barstys	Catherine Burke	Amy Chiarella	Victoria Grant
Sarah Sperry	Aimee Wolf		

C123. NFHS ENGLISH – NTE 2 HOURS EACH

Leah Baldassarre	Christine Barstys	Catherine Burke	Amy Chiarella
Cathleen Chilberg	Judith Deull	Victoria Grant	George Mariano
Kristen Mihalko-Hyland	Sarah Sperry	Aimee Wolf	

C124. HIGH SCHOOL SPECIAL EDUCATION GRADUATION PATHWAYS PLANNING TEAM – NTE 11.25 HOURS EACH

Martin Campbell	Kevin Michael	Ebone Rose	Monica Smith-Gottlieb
Holly Spanbauer			

C125. HIGH SCHOOL STEM/BIO-SCIENCE INTERACTIONS CURRICULUM – NTE 22.50 HOURS EACH

Bhawna Chowdhary	Denise Karski
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C126. HIGH SCHOOL STEM/APPLIED INNOVATIONS CURRICULUM – NTE 48.75 HOURS EACH

Amy Kilmer	Valerie Rotella-Zafuto
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C127. HIGH SCHOOL STEM/APPLIED INNOVATIONS ART CURRICULUM – NTE 3.75 HOURS

Frank Scibilia

C128. HIGH SCHOOL STEM/APPLIED INNOVATIONS/PHYSICS CURRICULUM INTEGRATION – NTE 7.5 HOURS

Matthew Rajczak

C129. CO-TEACHING: MODELS AND GUIDELINES – NTE 11.25 HOURS EACH

Bhawna Chowdhary	Denise Karski	Stephen Kutis	Tracy St. Onge
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C130. DISTRICT STEM PROGRAM COORDINATION – NTE 15 HOURS EACH

Edwin Maynard	Ronni McGrath
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C131. NIAGARA FALLS HIGH SCHOOL SPECIAL EDUCATION – NTE 7.5 HOURS EACH

Kevin Michael	Richard Slaiman
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. SCHEDULE B - ASSESSMENT/CURRICULUM (Continued)

C132.	<u>HIGH SCHOOL MATH – ALGEBRA (MAT 130) – NTE 11.25 HOURS EACH</u>			
	Deanna Matsulavage	Laurie Mettler		
C133.	<u>HIGH SCHOOL MATH – GEOMETRY (MAT 230) – NTE 18.75 HOURS EACH</u>			
	Amy Kilmer	Laurie Mettler		
C134.	<u>HIGH SCHOOL MATH – ALGEBRA II (MAT 330) – NTE 41.25 HOURS EACH</u>			
	Edward Ceccato	Edward Ventry	Michael White	
C135.	<u>HIGH SCHOOL MATH – MATH 530 – NUSTEP STATISTICS – NTE 18.75 HOURS EACH</u>			
	Edward Ceccato	Denise Karski		
C136.	<u>HIGH SCHOOL MATHEMATICS HEAD TEACHER – NTE 56.25 HOURS EACH</u>			
	Karl Wagner			
C137.	<u>ART CURRICULUM RENEWAL (KINDERGARTEN – GRADE 12) – NTE 3.75 HOURS EACH</u>			
	Katie Churakos	Robert Lynch		
C138.	<u>MUSIC CURRICULUM RENEWAL (KINDERGARTEN – GRADE 12) – NTE 3.75 HOURS EACH</u>			
	Kathy Costanzo	Amy Heist	Veronica Schucker	
C139.	<u>CEC/ALTERNATIVE PROGRAM CURRICULUM ENHANCEMENT – NTE 11.25 HOURS EACH</u>			
	Leah Baldassare	James Belin-Irving	Kathryn Canterbury	Bryan Collins
	Colleen Pascuzzi	William Rodgers	Cory Savard	Erin Schwenkebeck
CA103.	<u>GRADE 6 ELA CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Johanna Bolender	Dianne Havens	Anthony Nastasi	
CA104.	<u>GRADE 7 ELA CURRICULUM – NTE 18.75 HOURS EACH</u>			
	Maria Fiore	Monique Gazy		
CA105.	<u>GRADE 8 ELA CURRICULUM – NTE 18.75 HOURS EACH</u>			
	Carleen Krysa	Kristen Mihalko-Hyland		
CA107.	<u>PREP LANGUAGE ARTS HEAD TEACHER – NTE 18.75 HOURS</u>			
	Anne Mardon			
CA113.	<u>SOCIAL STUDIES CURRICULUM – PREP SCHOOL GRADE 8 – NTE 26.25 HOURS EACH</u>			
	Bryan Dean	Megan Glasser		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. SCHEDULE B - ASSESSMENT/CURRICULUM (Continued)

CA114. HIGH SCHOOL HEALTH HEAD TEACHER – NTE 37.50 HOURS

Randy Gall

CA115. HEALTH CURRICULUM – HIGH SCHOOL – NTE 26.25 HOURS EACH

Matthew Leo

Lisa Szalach

CA117. NIAGARA FALLS HIGH SCHOOL ENGLISH – GRADE 9 – NTE 15 HOURS EACH

Leah Baldassarre

Christine Barstys

Cathleen Chilberg

CA118. NIAGARA FALLS HIGH SCHOOL ENGLISH – GRADE 10 – NTE 15 HOURS EACH

George Mariano

Sarah Sperry

CA120. NIAGARA FALLS HIGH SCHOOL ENGLISH – GRADE 12 – NTE 15 HOURS EACH

Amy Chiarella

Cathleen Chilberg

Sarah Sperry

CA122. NIAGARA FALLS HIGH SCHOOL ENGLISH LANGUAGE ARTS HEAD TEACHER – NTE 30 HOURS

Amy Chiarella

XI. SCHEDULE B – MSP GRANT – F2103.140.007.2116

1. ELEMENTARY MSP GRANT COURSE – FEEDBACK THAT MOVES STUDENTS FORWARD – NTE 3 HOURS EACH

Stefany Critelli

Susan Dineen

Catherine Dunstan

Tiffaney Gadacz

Stanley Mack

Donna Nadrowski

Lynn Pasek

Sandra Peters

Angela Ruffolo

Daniel Weiss

2. ELEMENTARY MSP GRANT ONLINE COURSE – ILLUSTRATIVE MATH – NTE 6 HOURS EACH

Janine Bellonte

Janelle Brydges

Allen Cowart

Daniel Giancola

Joanne Joyce-Touchette

Edward Kladke

Anthony Kutis

Sandra Peters

3. ELEMENTARY MSP GRANT COURSE - LEARNZILLION – NTE 3 HOURS EACH

Janelle Brydges

Stefany Critelli

Catherine Dunstan

Deborah Hicks

Stanley Mack

Donna Nadrowski

Lynn Pasek

Sandra Peters

Angela Ruffolo

Daniel Weiss

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XI. SCHEDULE B – MSP GRANT – F2103.140.007.2116 (Continued)

4. ELEMENTARY MSP GRANT COURSE – MORNING MATH ROUTINES AND CENTERS – NTE 3 HOURS EACH

Allen Cowart	Maria D'Antonoli	Angela DeMunda-Martin	Danielle Dionne
Chiara Durkin	Tiffaney Gadacz	Deborah Hicks	Joanne Joyce-Touchette
Wendy Magaddino	Dean Tamborello		

5. ELEMENTARY MSP GRANT COURSE – NIMBLE WITH NUMBERS, GAMES, & RESOURCES (GRADES 3-5) – NTE 3 HOURS EACH

Diane Amantia	Stefany Critelli	Susan Dineen	Elizabeth Franciosa
Stanley Mack	Donna Nadrowski	Sandra Peters	Mary Pogel
Angela Ruffolo	Daniel Weiss		

6. ELEMENTARY MSP GRANT COURSE – NIMBLE WITH NUMBERS, GAMES & RESOURCES GRADES K - 2 – NTE 3 HOURS EACH

Maria D'Antonoli	Danielle Dionne	Chiara Durkin	Jametta Felts
Tiffaney Gadacz	Daniel Giancola	Deborah Hicks	Joanne Joyce-Touchette
Elizabeth Krause	Dean Tamborello		

7. ELEMENTARY MSP GRANT PBS ONLINE COURSE – ENCOURAGING MATH COMMUNICATION SKILLS – NTE 3 HOURS EACH

Maria D'Antonoli	Angela DeMunda-Martin	Chiara Durkin	Daniel Giancola
Joanne Joyce-Touchette	Dean Tamborello		

8. ELEMENTARY MSP GRANT PBS ONLINE COURSE – DEVELOPING MATH PROBLEM SOLVING SKILLS – NTE 3 HOURS EACH

Angela DeMunda-Martin	Chiara Durkin	Daniel Giancola	Joanne Joyce-Touchette
Dean Tamborello	Maria D'Antonoli (ADD)		

9. ELEMENTARY MSP GRANT PBS ONLINE COURSE – FOSTERING MATH REASONING SKILLS – NTE 3 HOURS EACH

Angela DeMunda-Martin	Chiara Durkin	Daniel Giancola	Joanne Joyce-Touchette
Dean Tamborello	Maria D'Antonoli (ADD)		

10. ELEMENTARY MSP GRANT PBS ONLINE COURSE – PROMOTING MATH REPRESENTATION SKILLS – NTE 3 HOURS EACH

Angela DeMunda-Martin	Chiara Durkin	Daniel Giancola	Joanne Joyce-Touchette
Dean Tamborello	Maria D'Antonoli (ADD)		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XI. SCHEDULE B – MSP GRANT – F2103.140.007.2116 (Continued)

11. ELEMENTARY MSP GRANT COURSE – STEM: ENGINEERING IS ELEMENTARY – NTE 3 HOURS EACH

Janelle Brydges	Peter Carlo	Stefany Critelli	Susan Dineen
Catherine Dunstan	Elizabeth Franciosa	Donna Nadrowski	Angela Ruffolo
David St. Onge	Daniel Weiss		

12. ELEMENTARY MSP GRANT COURSE – TEN FRAME GAMES AND RESOURCES – NTE 3 HOURS EACH

Maria D'Antonoli	Angela DeMunda-Martin	Danielle Dionne	Chiara Durkin
Jametta Felts	Tiffany Gadacz	Daniel Giancola	Deborah Hicks
Dean Tamborello			

XII. STIPENDS

1. NFHS – PROM STAFF – NTE \$80.00 STIPEND EACH – A2020.140.045

Dennis Balogh	Donald Bass	Brian Carey	Marc Catanzaro
Randy Gall			

2. NFHS – (DEANS) POST PROM STAFF – NTE \$60.00 STIPEND EACH – A2020.140.045

Dennis Balogh	Donald Bass	Marc Catanzaro	Randy Gall
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3. NFHS – (NURSE) POST PROM STAFF – NTE \$80.00 STIPEND – A2020.140.045

Laura Lasher

XIII. SCHEDULE C

A. FALL COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Robert Augustino	Varsity Boys Soccer	\$5189 Step 3
Donald Bass	Varsity Football	\$5460 Step 3
Jennifer Clyde	Varsity Cheerleading	\$2594.50 (1/2 pay)
Bryan Collins	Assistant Girls Swimming	\$2646.60 (11/15 th)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII.

SCHEDULE C (Continued)

A. FALL COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Romel Griggs	Assistant Football	\$4003 Step 3
Edward Kladke	Assistant Football	\$3874 Step 2
Anthony Kutis	Assistant Boys Soccer	\$3739 Step 3
Israel Martinez	Varsity Cross Country	\$3453 Step 3
Edwin Maynard	Varsity Girls Swimming	\$3805.27 Step 3 (11/15th)
Ollie McClain	Varsity Boys Volleyball	\$3453 Step 3
John Pero	Varsity Golf	\$3453 Step 3
Jonathan Robins	Assistant Football	\$4003 Step 3
Nicholas Ruffolo	Assistant Modified Football	\$4003 Step 3
James Stypa	Assistant Girls Swimming	\$2741.93* Step 3 (*11/15th of the boys' season)
Mark Teoli	Assistant Modified Football	\$4003 Step 3
Matthew Thompson	Varsity Tennis	\$3359 Step 2
Joseph Tiberi	Assistant Boys JV Volleyball	\$2595 Step 1
Nikita Ventresca	Varsity Girls Soccer	\$4931 Step 1
Michael Vilardo	Assistant Girls Soccer	\$3739 Step 3
Kenneth Wagner	Assistant Cross-Country	\$3453 Step 3
Nicollette Walaszek	Assistant Cheerleading	\$1869.50 Step 3 (1/2)
John Weatherston	Assistant Girls JV Volleyball	\$2595 Step 1
David Zona	Varsity Girls Volleyball	\$3230 Step 1

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII. SCHEDULE C (Continued)

B. FALL SUPPORT STAFF APPOINTMENTS - 2015-2016 SCHOOL YEAR - \$50.69/PER DAY - NTE 25 EVENTS – A2855.141.098

Bruce Brundidge	Michelle Cutler	Bryan Devantier	Joseph Dolce
Vicky Drylewski	Louise Dunning	Richard Dunning	Mark Edwards
Thomas Filosofos	James Hartung	Betty Ivancic	Garry Knight
Theresa Kurilovitch	Gloria Mayes	William Mayes	Kelly Maynard
Teresa Naccarato	Erik Olander	Michele Pryor	Frank Rotundo
James Scott	Earl Smeal	Pamela Smith	Frank Strangio
Mark Teoli	Rasheen Wilson		

The vote on the motion was as follows:

Ayes: Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Classified Staff, Items #I through #IV. Mr. Barstys seconded the motion.

- I. **REAPPOINTMENTS FOR THE 2015-2016 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2015 – JUNE 30, 2016**
1. **CLASSROOM ASSOCIATES – PRE-K PROGRAM – VARIOUS LOCATIONS – F2510.177.3116 – 5.5 HOURS**
- | | | | |
|------------------------------------|---------------------------|----------------------------------|--------------------------------------|
| Patricia Augustino (Kalfas) | Jody Bateman (Maple) | Minnie Blackmon (Hyde Park) | Dawn Bradley |
| Marie Calvello (Mann) | Mary Ann Campanella (CES) | Annette Davis (Mann) | Christine Edwards (Mann) |
| Lisa Edwards (Hyde Park) | Shirley Fiocco (NSS) | Lisa Flinchum (NSS) | Jean Fortino (Hyde Park) |
| Angeline Freeman-Harrigan (NSS) | Paula Fruscione (Abate) | Donald Harris (NSS) | Virginia Kilmer (CES) |
| Denise Kramarz (79 th) | Deborah LaGamba (Maple) | Patricia LeGault (Maple) | Elizabeth Mangno (79 th) |
| Mary Beth Manning (Mann) | Diana Marshall (CES) | Angela Rubin (79 th) | Louise Scalzo (Abate) |
| Kathleen Sirianni (Mann) | Mary Tyran (Maple) | Catherine Virtuoso (CES) | Cathy White (79 th) |
2. **CLASSROOM ASSOCIATES – KALFAS MAGNET SCHOOL – A2020.177.059 – 5.5 HOURS**
- | | | | |
|-----------------|-----------------|--------------|----------------|
| Camille Freeman | Joanne Genovese | Brenda Jeffs | Carla O'Malley |
|-----------------|-----------------|--------------|----------------|
- Elizabeth York
3. **CLASSROOM ASSOCIATES – VARIOUS LOCATIONS AND ACCOUNT CODES – 5.5 HOURS**
F2510.177.056.3116 **F2103.171.067.0116**
 Sandra Shaffer (Abate) Maria Ganczewski (Mann)
4. **CLASSROOM ASSOCIATES – LIBRARY – A2610.175 – 5.5 HOURS**
- | | | | |
|------------------------------------|--------------------------|---------------------------|------------------------|
| Denise Bradley (79 th) | Mary Ellen Bradley (NSS) | Barbara Cohen (Hyde Park) | Shelia Lewis (Kalfas) |
| Gloria Panattoni (CES) | Marilyn Rignall (Mann) | Margaret Rowles (Abate) | Kathy Violanti (Maple) |
5. **CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171 – ELEM 5.5 HRS / PREP 6.5 HRS**
- | | | | |
|----------------------------------|-----------------------------|-----------------------------|--------------------------------|
| Michelle Bailey (CES) | Luciana D'Amico (Hyde Park) | Tony Elrod (Abate) | Anne Marie Fowle (GPS) 6.5 Hrs |
| Judy Kutis (79 th St) | Donna Mariglio (NSS) | Brenda Mitravich (Maple) | Deborah Pucci (Mann) |
| Grace Stewart (NSS) | Tina Vigrass (Kalfas) | Brenda Waters (LPS) 6.5 Hrs | |

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

I. REAPPOINTMENTS FOR THE 2015-2016 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2015 – JUNE 30, 2016 (Continued)

6. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171.045 – HIGH SCHOOL – 7 HRS

Vicky Drylewski (NFHS)	Mark Edwards (NFHS)	James Colquitt (NFHS)	Margaret Sertick (NFHS)
Regina Walker (NFHS)			

7. CLASSROOM ASSOCIATES – SPECIAL EDUCATION – A2252.173 / F081.2250.173 - ELEM 5.5 HRS / PREP 6 HRS / HS 6.5 HRS

Suzanne Akers (NFHS)	Tina Bailor (GPS)	Alida Barreto (NFHS)	Darlane Frazier (LPS)
Christine Goodwin (Mann)	Janis Hamner (Cataract)	Brenda Huffman (Abate)	Garry Knight (NFHS)
Kathleen Mauro (NFHS)	William Mayes (NFHS)	Tina Panepinto (79 th)	Debora Russell (NFHS)
Eileen Schnettler (Abate)	Tammy Siuta (LPS)	Leona Williams (Abate)	

8. ASSISTANT CHILD CARE ASSOCIATES – A2252.173 / F071.2250.177 / A2336.177 / F092.2250.177 – 6 HOURS

Linda Barauskas (Maple)	Stephanie Brown (NFHS)	Patricia Buchman (Maple)	Melanie Bunce (CES)
Maxine Casey (Mann)	Vanessa Clay (NFHS)	Nancy Dell (NSS)	Cathlene Dorsogna (CES)
Joan Jacobs (NFHS)	Susan Martin (NSS)	Lillie Morrisette (NSS)	Latrice Powell (NFHS)
Cheryl Pries (LPS)	Theresa Puccio (NFHS)	Roberta Rubin (NSS)	Tina Ryan (NFHS)
Terri Sorg (Maple)			

9. HEALTH CLINIC ASSOCIATES – A2815.174 – ELEM 6 HOURS / PREP 6.5 HOURS / NFHS 7 HOURS

Michele Brocious (NFHS)	Margaret Ewing (GPS/LPS)	Mary Ann Fennell (Abate .6/HP .4)
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10. SENIOR SCHOOL MONITORS – A2101.177 & PREP – A2102.177 – 7 HOURS

Jacquelyn Alfearie (HP)	Marjorie Breed (CES)	Denise Claps (Mann)	Lynn Emmick (LPS)
Pamela Fuller (Abate)	Linda Granto (NSS)	Barbara Guarin (Kalfas)	Deborah Maj (Maple)
Joyce Wiepert (GPS)			

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

I. REAPPOINTMENTS FOR THE 2015-2016 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2015 – JUNE 30, 2016 (Continued)

11. SCHOOL MONITOR LUNCH ELEMENTARY – 3 HOURS/DAY

A. CATARACT ELEMENTARY SCHOOL – C2080.176.057

Mary Jane Dutton

B. 79TH STREET SCHOOL – C2080.176.065

Annette Clute

Antoinette Frail

C. ABATE ELEMENTARY – C2080.176.056

Donna Perrier

Diane Trethewey

Dona Washington

D. HYDE PARK – C2080.176.058

Rina Ligammari

Lynda Palmer

Kimberly Rubin

E. KALFAS MAGNET – C2080.176.059

Joyce Braham

Lena Rochon

F. MANN – C2080.176.067

Mary Hannold

G. NIAGARA STREET – C2080.176.061

Renee Bogan

Kathleen Kachurek

Concetta Merante

11. SCHOOL MONITOR LUNCH SECONDARY – 3 HOURS/DAY

A. LASALLE PREPARATORY – C2080.176.050

Tenille Benton

Robert Walton

12. FAMILY SUPPORT ASSISTANTS – NFHS – F2103.176.098.8416

Judith Martin

Margaret Mozell

13. TECHNOLOGY ASSOCIATES – VARIOUS LOCATIONS – A1680.177.098

Amber Eagan

Shereta L. Flournoy

Stefany Kurilovitch

Cheryl LaBelle

Jean M. Robbins

Brittany Sebring

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
David Spacone	Director of Facilities III Maintenance (probationary)	Director of Facilities III Maintenance	July 17, 2015

III. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Diana Restaino	Secretary I HRO	Personal (without pay)	June 26, 2015 – June 30, 2015

IV. ADDITIONAL HOURS

A. PREPARATION FOR OPENING OF SCHOOLS – MAPLE – NTE 20 HOURS – A2020.178.060

Debbie Maj

B. TECHNOLOGY ASSOCIATES PLANNING – SEPTEMBER 1, 2015 – NTE 6 HOURS EACH – A1680.177.098

Amber Eagan	Shereta Flournoy	Steffany Kurilovitch	Cheryl LaBelle
Jean Robbins	Brittany Sebring		

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on March 12, and June 23, 2015, for the annual review of special education students and on May 28, June 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, and 26, 2015 to review and initiate the placement of students with disabilities

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the attached ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 4, 4.08](#)) recommendations made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on June 12 and 22, 2015 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see “Meetings”, 2015, 07/02/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015 – 2016 school years.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contract was received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Melinda A. Scime, Psychologist 1517 Main Street Niagara Falls, NY 14305	Presentation	August 2015	Mark Laurie	Maria Massaro 6/26/15 Cynthia Bianco 6/26/15

UNFINISHED BUSINESS

NONE

NEW BUSINESS

6.01 APPROVAL OF SCHOOL LUNCH BUDGET 2015-16

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The School Lunch Fund is subject to all provisions of the Uniform System of Accounts as established by the New York State Department of Audit and Control; and

WHEREAS, The recommended 2015-16 School Lunch and Breakfast Budget has been developed according to the revenue and expenditure accounts specifically established for a School Lunch and Breakfast Fund; therefore be it

RESOLVED, That the Board of Education approve the 2015-16 School Lunch Budget in the amount of \$3,854,896.

The motion was approved unanimously by those present.

6.02 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2016/17

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The adoption of the Superintendent's recommended General Fund Budget is one of the most important annual activities of the Board of Education; and

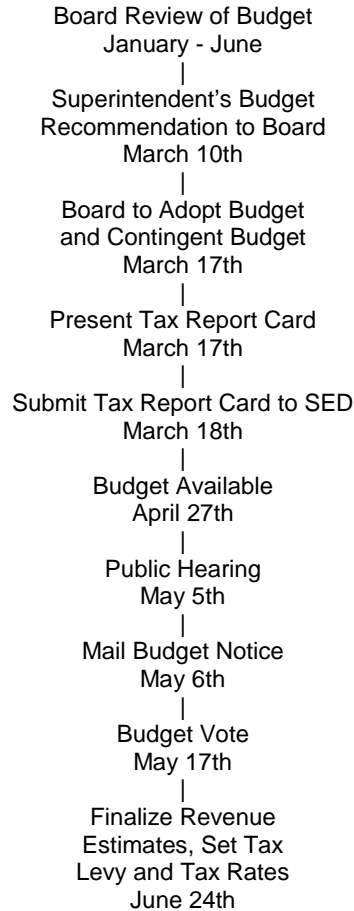
WHEREAS, Board adoption of the General Fund Budget is the final step in a series of preceding steps and activities that must be accomplished according to a schedule; and

WHEREAS, The development of a general fund budget is dependent upon a clear understanding of responsibilities that are both Board and staff related; therefore be it

RESOLVED, That the Board of Education adopt the attached Calendar of Board Activities for the preparation of the General Fund Budget.

6.02 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2016/17 (cont'd.)

Niagara Falls Board of Education 2016-17 Key Budget Dates



The motion was approved unanimously by those present.

6.03 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2015/16

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2015/16 tax levy and are therefore in compliance with §1302 of the Real Property Tax Law; and

WHEREAS, The delivery of the assessment rolls, Board adoption of the General Fund Budget on March 26, 2015 and official adoption of budget on May 20, 2015 following voter approval on May 19, 2015, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

6.03 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2015/16(cont'd.)

WHEREAS, The full value tax rate has been determined to be \$19.5343M; and

WHEREAS, All calculations used to determine the total tax levy per ward have been completed; therefore be it

RESOLVED, That the Board establish a final tax rate of \$19.53428721M; and

RESOLVED, That the tax rolls for the fifteen (15) wards of the City of Niagara Falls, New York, for the school taxes for the fiscal year beginning July 1, 2015, be and ending June 30, 2016, as completed, be and the same hereby are confirmed and approved by the Board of Education of the School District of the City of Niagara Falls New York, as follows:

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York
WARRANT**

State of New York)
County of Niagara)
City of Niagara Falls)

To Mr. Joseph Giarrizzo, SCHOOL TAX COLLECTOR of the City School District of the City of Niagara Falls, New York.

YOU ARE HEREBY REQUIRED AND COMMANDED TO commence to collect on August 1, 2015, and continue to collect through January, 2016, from the several persons named in the Assessment Roll, to which this warrant is attached, the several mentioned in the last column thereof, and set opposite to the names of such persons respectively, together with your fees thereon.

And for that purpose you are required, immediately after receiving this warrant, to cause notices of the reception thereof to be given as required by law.

You are further required and commanded, out of the money so collected by you, to pay over to the Board of Education of the City School District of the City of Niagara Falls, New York, the sum of \$25,828,989 or such part thereof as has been received by you.

IN WITNESS VVHEREOF, the Board of Education of the City School District of the City of Niagara Falls, New York, at a meeting held on the 2nd day of July 2015, has caused this

WARRANT to be signed by the members of the Board of Education present and by the Clerk of said Board, and the seal of the Board of Education of the School District of the City of Niagara Falls, New York, to be affixed thereto.

BOARD MEMBERS		Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The motion was approved unanimously by those present.

6.04 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2015 - 2016

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The use of school facilities is under the control and supervision of the Board of Education, and the Board has adopted policies and approved regulations and procedures concerning the use of school facilities which conform with the provisions set forth in §414 of the Education Law; and

WHEREAS, Schools of the community have been built with public funds and are supported by the citizens of the community, and the Board wishes to make these facilities available to community organizations when such use is not inconsistent with the New York State Education Law or violation of Board Policy; and

WHEREAS, a Committee of the Board and the Administrator for School Business Services has computed the fee schedule for community use of facilities for the 2015-2016 school year; and

WHEREAS, a Committee of the Board and the Administrator for School Business will be meeting to set new rates for the 2015-2016 year that includes fees for the use of new facilities constructed in 2013-2014; therefore be it

RESOLVED, That the Board of Education continue using the fee schedule approved for the 2015-2016 fiscal year (see attached) until such time that the new rate schedules are completed and approved by the Board for use in 2015- 2016.

COMMUNITY USE OF SCHOOL FACILITIES July 3, 2015 – June 30, 2016 – For Newly Scheduled Facilities Use

School	Employee	Monday/Friday	Overtime Rates Monday/Saturday 1.5	Overtime Rates Sunday 2
School Hours				
7:00 a.m. to 10:00 p.m. (NFHS, GPS, LPS)				
NFHS (Saturday only)	Custodian	O.T. after 2:00 p.m.	56.00	66.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	56.00	66.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	56.00	66.00
GPS	Custodian	O.T. after 3:00 p.m.	53.00	71.00
GPS	Porter	O.T. after 10:00 p.m.	45.00	59.00
LPS	Custodian	O.T. after 3:00 p.m.	53.00	71.00
LPS	Porter	O.T. after 10:00 p.m.	45.00	59.00
GPS	Cleaner	O.T. after 10:00 p.m.	36.50	48.00
LP	Cleaner	O.T. after 10:00 p.m.	36.50	48.00
School Hours				
7:00 a.m. to 10:00 p.m.				
H. F. Abate				
Cataract				
C.E.C.				
Hyde Park				
Kalfas				
Mann				
Maple	Custodian	O.T. after 3:00 p.m.	53.00	71.00
Niagara St.	Porter	O.T. after 10:00 p.m.	45.00	59.00
79th St.	Cleaner	O.T. after 10:00 p.m.	36.50	48.00
Audio Visual as required:			66.00	86.00
Facility Attendant as required	39.26			
Safety Officer			22.50	28.50

6.04 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2015 – 2016 (cont'd.)

2015-2016 CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS July 3, 2015 - June 30, 2016

1.) Facility Use - Base Fee Per Day:			Resident Rate		Non-Resident Rate			
Performing Arts Center(PAC)			\$ 250.00		\$ 250.00			
Pool (High School)			\$ 75.00		\$ 150.00			
Pool (All other schools)			\$ 25.00		\$ 50.00			
Sal Maglie Stadium								
Facility Fee			\$ 200.00		\$ 400.00			
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00			
Add: Field Lights (if chosen)			Rate determined by # of events per billing cycle. Check with district personnel					
Nicoletti Field (football)								
Facility Fee			\$ 100.00		\$ 200.00			
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00			
Add: Field Lights (if chosen)			Rate determined by # of events per billing cycle. Check with district personnel					
Nicoletti Field (softball diamonds)								
Facility Fee			\$ 50.00		\$ 100.00			
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00			
Add: Field Lights (if chosen)			Rate determined by # of events per billing cycle. Check with district personnel					
All other sports fields								
Field Prep			\$ 75.00		\$ 150.00			
2.) ADD to Facility Use Base Fee								
	Fee for Number Attending:							
	1 - 150		\$ 100.00		\$ 200.00			
	151 - 250		\$ 175.00		\$ 350.00			
	251 - 375		\$ 225.00		\$ 450.00			
	376 - 500		\$ 250.00		\$ 500.00			
	501 - 1,000		\$ 300.00		\$ 600.00			
	1,000 +		\$ 500.00		\$ 1,000.00			
3.) ADD Labor Fees for All Personnel Overtime Needed per attached Schedule #2 (this includes Custodians, Security Officers, HVAC checks Etc.)								
EXAMPLES: Use of PAC for Dance Recital - one (1) day rehearsal + weekend (Saturday + Sunday) for Recital (325 attending Saturday and 503 on Sunday) =								
	Rehearsal		\$ 250.00					
	Saturday Recital		\$ 475.00	\$250 base fee + (\$225.00 for 325 attendance)				
	Sunday Recital		\$ 550.00	\$250 base fee + (\$300.00 for 325 attendance)				
	Total Use Fees- Before Labor Costs		\$ 1,275.00					
	Add: Labor Costs for personnel used		-					
	TOTAL Costs for Your Event		\$\$\$					
Appeals Process: Any group or individual, who wishes to appeal the Base Fees, Labor Charges, or other charges, must submit in writing a request, with rationale, at least thirty (30) calendar days prior to the activity or event to the Superintendent of Schools.								

The motion was approved unanimously by those present.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM

Mr. Petrozzi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls participates in programs that provide services to Medicaid eligible individuals and receives Medicaid reimbursement for such programs; and

WHEREAS, The New York State Office of the Medicaid Inspector General requires Medicaid providers to implement compliance programs aimed at detecting fraud, waste, and abuse in the Medicaid program; and

WHEREAS, The District is committed to compliance with all applicable laws and regulations related to Medicaid billing and reimbursement; and

WHEREAS, The District has developed a Medicaid Compliance Program aimed to prevent inaccurate billing or inappropriate practices in accordance with New York Social Services Law Section 363-d; therefore be it

RESOLVED, That the City School District of the City of Niagara Falls' Medicaid Compliance Program, a copy of which is attached hereto, is hereby approved; and

RESOLVED, That Maria Massaro, Administrator for Human Resources, is designated as the District's Medicaid Compliance Officer in accordance with the Program; and

RESOLVED, That the Board of Education hereby waives the thirty (30) day requirement for tabling of policies and approves and adopts the Medicaid Code of Ethics Policy and the Policy of Non-Intimidation and Non-Retaliation for Good Faith Participation in Medicaid Compliance Program as part of the Medicaid Compliance Program adopted herein; and be it further

RESOLVED, That the Superintendent and the District's Medicaid Compliance Officer are hereby directed to take steps to implement the District's Medicaid Compliance Program.

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
MEDICAID COMPLIANCE PROGRAM**

Chapter 442 of the Laws of 2006 established the New York State Office of the Medicaid Inspector General (OMIG) and created Social Services Law Section 363-d which requires that Medicaid providers develop, adopt and implement effective compliance programs aimed at detecting fraud, waste and abuse in the Medicaid program. The law further authorized the Medicaid Inspector General to promulgate regulations establishing those providers subject to the compliance program requirement. Under regulations which became effective July 1, 2009, the Medicaid Inspector General determined that the mandatory compliance law applies to providers of care, services and supplies for which the Medicaid program "constitutes a substantial portion of the their business operations" which is defined as ordering, providing, billing or claiming \$500,000.00 or more from Medicaid in a 12-month period. (18 NYCRR 521.2 (b)).

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

The Board of Education of the City School District of the City of Niagara Falls is a provider required by law to develop a Medicaid Compliance program designed to assist in the detection and prevention of Medicaid fraud, waste and abuse in connection with the District's participation in the New York State Medicaid program and receipt of Medicaid reimbursement for certain health services and related services provided to students in the School District who are eligible to receive Medicaid support. The School District Therefore promulgates:

- I. A Code of Ethics describing compliance expectations and providing guidance on dealing with potential compliance issues and the reporting investigation and resolution of potential compliance problems;
- II. The designation/appointment of a Compliance Officer vested with responsibility for the operation of the compliance program;
- III. Training and education of all affected employees and persons on compliance issues expectations and the compliance program operations;
- IV. A communication process for reporting compliance issues which includes a method for anonymous and good faith reporting of such issues;
- V. Disciplinary policies/procedures which encourage good faith participation in the compliance program and outline expectations for reporting compliance issues and sanctions for non-compliant behavior;
- VI. A system for routine identification of compliance risk areas, self evaluation and audits of risk areas and evaluation of potential for non-compliance;
- VII. A system for responding to compliance issues and reducing the potential for recurrence;
- VIII. A policy of non-intimidation and non-retaliation for good faith participation in compliance program.

I. CODE OF ETHICS

The City School District of the City of Niagara Falls aspires to the highest ethical standards of conduct and commits its best efforts to comply with all applicable laws and regulations that govern its operations. The Board of Education recognizes that there are rules of ethical conduct for public officers and employees which must be observed if the higher degree of moral conduct is to be obtained and if public confidence is to be maintained in this unit of local government. In this regard, the School District has developed this Code of Ethics as well as compliance policies to guide all employees in the administration of the Medicaid Compliance Program.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Purpose

It is the purpose of this Code of Ethics to promulgate rules of ethical conduct for the officers and employees of this School District regarding responsibilities to provide our students with related services and school health services that are consistent with their individualized education programs and school health plans and to provide services to students in ways that are consistent with applicable laws and ethical responsibilities. The rules of ethical conduct herein set forth shall not conflict with, but shall be in addition to, any prohibition or standard set forth in Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal or school district officers and employees.

Standards of Ethics

All employees and independent contractors are responsible for being familiar with and abiding by this Code of Ethics and other policies, procedures and protocols governing their conduct within the School District. The standards of ethics set forth herein are not all inclusive and are not meant to conflict with the School District's Code of Conduct and other policies applicable to students, staff, contractors or others doing work with and for the School District. The failure to follow the standards of ethics set forth herein may result in disciplinary action, up to and including termination of employment and independent contractors may be subject to termination of their contracts.

Professional Ethics

Employees are responsible for knowing and following all legal requirements relevant to performance of their job duties.

Employees and professionals providing services to students shall not disclose confidential information as required by law.

Appropriate informed consent will be obtained from parents and/or eligible students as required by law.

Claims Submission and Payment

Billing and collection activities shall be performed in accordance with applicable state and federal laws.

Services provided by the School District and its employees and contractors shall be adequately documented in accordance with applicable laws.

Claims for payment to a government program or private payer shall be submitted only for services which were actually performed and only where there is adequate and proper documentation that the service was performed in accordance with a student's individualized education program (IEP) or other school health plan. Claims shall be submitted for payment only if the services provided were mandated in such IEP or other plan and where appropriate, ordered by a physician or other licensed provider. Employees, independent contractors and professionals are responsible for being familiar with the applicable documentation for the services they provide or for which they are responsible for submitting claims.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

No employee or independent contractor shall submit, or cause to be submitted false information with respect to services or billing to a government agency, a parent of a student or eligible student, a third party payer, a vendor or to the School District. This includes presenting claims for an item or service the employee knows or should know was not provided, was fraudulent, was not mandated by the IEP or health service plan, or was rendered by a provider the employee knows is not authorized to provide the service.

Employees or independent contractors shall not steal, embezzle or otherwise convert to the benefit of another person or intentionally misapply any funds, money, premiums, credits or other assets of any health care benefit program, including Medicaid or private payer.

Employees or independent contractors shall not encourage, direct, or facilitate either actively or passively non compliant behavior concerning Medicaid billings, payments, medical necessity of services, quality of services, governance, mandatory reporting credentialing, and other risk areas identified.

Reporting Compliance Matters

All employees, and independent contractors and agent of the School District have an obligation to assist the School District in promoting and assuring compliance with applicable laws, and to assist and cooperate with the School District in any compliance investigation.

Employees, independent contractors and agents of the School District have a duty to report any suspected wrongdoing or violation of applicable laws or School District policies or procedures. Employees should be familiar with and follow the School District's policy for reporting compliance concerns, which addresses how reports are made and procedures for responding to reports.

Employees, independent contractors and agents of the School District may make reports of any suspected problems concerning Medicaid billings, payments, medical necessity of services, quality of services, governance, mandatory reporting, credentialing and other risk areas identified directly to the Compliance Officer, the Chairperson of the Committee on Special Education, the employee's supervisor or the director of the employee's department. Reports may be made anonymously, but employees are encouraged to identify themselves to aid in the investigative process. Reports may also be made confidentially to the State Compliance Officer by U.S mail, courier service, email or facsimile transmission.

Audits/Reviews/Investigations

Periodic audits and reviews of billing practices will be conducted to assure that accurate and appropriate bills are submitted to Medicaid, other federal health programs, and private payers. Employees, independent contractors and agents are responsible for cooperating with and participating in these reviews, as requested.

Any employee who receives a subpoena, inquiry or other legal document regarding matters covered by this policy from any government agency will immediately notify his or her supervisor who will immediately notify the Compliance Officer and the Clerk of the City School District of the City of Niagara Falls. The Compliance Officer will be responsible for coordinating the District's response to a government audit review inquiry or investigation.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Records

All necessary records maintained regarding matters covered by this policy shall comply with applicable legal requirements.

No employee, independent contractor or agent of the School District shall create a false record or falsify any information in a record regarding matters covered by this policy.

All records regarding matters covered by this policy shall be retained as required by law and the School District's Record retention policy. No records shall be destroyed unless authorized by the Chairperson for the Committee on Special Education after review with and approval is obtained from the Compliance Officer.

Distribution of the Code of Ethics

The Superintendent shall cause a copy of this Code of Ethics to be distributed to every office, administrator, affected employee, independent contractor and professional. Anyone subsequently elected, appointed or employed shall be furnished a copy before entering upon the duties of his/her office or employment.

Penalties

Any question pertaining to this Code of Ethics should be referred to the Compliance officer, the Chairperson of the Committee on Special Education, the director of the appropriate department, or a member of the administration.

In addition to any penalty provided by law or contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this Code of Ethics may be fined, suspended, or removed from office or employment in the manner provided by law.

II. APPOINTMENT OF A COMPLIANCE OFFICER

The Superintendent of Schools shall appoint a Compliance Officer responsible for implementing the School District's Medicaid Compliance Program and monitoring, evaluating and revising the program as necessary to conform to changes in the regulatory environment. The Superintendent's appointment is subject to the approval of the Board of Education.

The Compliance Officer has the responsibility to:

Periodically review and update the School District's Code of Ethics, compliance standards and policies to respond to changes in School District procedures and the laws policies and procedures of governmental agencies applicable to Medicaid billing

Develop, coordinate, oversee and participate in education and training programs to inform School District employees and independent contractors of applicable state and federal laws and to promote compliance with such laws.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Assist with audits or investigations of suspected wrongdoing and coordinating the School District response to any external investigation or voluntary disclosure to an applicable regulatory agency.

Develop mechanisms to detect potential compliance violations and promote adherence to the compliance program. Coordinate and conduct internal investigations or compliance reviews related to compliance issues including any resulting corrective action and recommending employee discipline related to compliance issues.

Review documents and other information relevant to compliance issues including without limitation, education records, billing records and the School District's arrangements with other parties such as employees, independent contractors, suppliers, agents and payers.

Report directly to the Superintendent of Schools and perform other activities as assigned by the Superintendent or Board of Education.

Provide periodic and annual reports to the Board of Education on the activities of the Compliance program. Reports will be made to the Board of Education by the Superintendent and the Compliance Officer as soon as practicable in the event of an investigation into an alleged violation of the Program.

III. TRAINING AND EDUCATION ON COMPLIANCE ISSUES

Training and education on compliance issues is a condition of employment or contractual relationship with the City School District of the City of Niagara Falls. No employee or independent contractor shall perform functions which require adherence to compliance standards without receiving the required training. Any exceptions to this policy must be in writing and approved by the Administrator for Human Resources upon consultation with the Compliance Officer.

Training and education may take place through internal training programs provided by the District or through attendance at external training seminars with the approval of the Compliance Officer.

Internal training programs may take place using publications, lectures, videos, videos and other interactive activities designed to effectively communicate information to employees and others. Training and education program materials should be designed to be understandable by all levels of employees who receive the materials. The program should include a component to verify that persons receiving the training and education understand the materials provided.

Written materials provided at any training program shall be retained and attached to a verified attendance list. A copy of the attendance list and training program materials shall be provided to the Compliance Officer.

Training materials shall be reviewed and updated at least annually by the Chairperson for the Committee on Special Education and the Compliance Officer.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

IV. PROCEDURES FOR REPORTING COMPLIANCE CONCERNS

Duty

All employees and independent contractors for the City School District of the City of Niagara Falls have a duty to report any suspected wrongdoing or violation of applicable laws, regulations or the School District's compliance standards or policies. Employees who fail to fulfill this duty may be subject to disciplinary action and independent contractors may be subject to termination of their contracts.

Methods of reporting

Suspected misconduct or violations of compliance standards and policies may be reported in any of the following ways:

Directly contacting the Compliance Officer.

Contacting the employee's supervisor or the director of the employee's department. Supervisors and directors who receive such reports shall forward them immediately to the Compliance Officer.

Submitting a written report using a compliance report form which may be obtained from the Compliance Officer.

Submitting a report to the State Compliance Officer by U.S. mail courier service, e-mail or facsimile transmission. Reports are to be submitted to Rose Firestein or her successor, State Compliance Officer, New York State Department of Health, Officer of General Counsel, 90 Church Street, 4th Floor, New York, New York 10007, Telephone: (212) 417-4393, Facsimile: (212) 417-4392 E-mail: ref01@health.state.ny.us. Oral Disclosure to the State Compliance Officer will not generate review and follow-up by the State Compliance Officer.

The report must contain specific information regarding the suspected misconduct, including how and when the conduct occurred or is occurring, the persons involved in the conduct and the specific nature of the conduct.

Anonymous reporting

Employees may report suspected violations anonymously. The School District encourages persons making anonymous reports to maintain contact with the Compliance Officer so that the Compliance Officer may obtain any additional information needed to properly investigate the report.

Confidentiality of reports

The School District shall treat reports of suspected misconduct as confidential insofar as legal and practicable, subject to the obligation to investigate, report and correct any violations or misconduct. The School District shall also take reasonable steps to maintain the confidentiality of the identity of the person making the report. The School District does not guarantee complete confidentiality of the person(s) who make reports due to obligations to investigate and correct misconduct and its obligations to report certain misconduct to state and federal authorities.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

No retaliation/false reports

The School District prohibits any form of retaliation against any employee or other person for filing a report in good faith pursuant to this policy. Persons who engage in such retaliation shall be subject to discipline. If it is determined that a report is not bona fide or that a person has knowingly and willfully provided false information, disciplinary action may be taken against the individual who knowingly or willfully distorted, exaggerated, minimized or otherwise fabricated, filed the false report or gave the false information.

Discipline of a reporting employee

An employee who files a report of misconduct concerning personal wrongdoing is not guaranteed protection from disciplinary action. The weight given to self-reporting will depend upon whether the employee's involvement was not previously known to the School District or its discovery was not imminent.

V.DISCIPLINARY POLICIES/PROCEDURES WHICH ENCOURAGE GOOD FAITH PARTICIPATION IN THE COMPLIANCE PROGRAM

Employees who fail to report suspected problems, participate in noncompliant behavior, or encourage, direct or permit noncompliant behavior will be subject to sanctions ranging from a written warning, up to suspension or immediate termination or initiation of procedures leading to termination. In appropriate cases, referrals will be made to law enforcement agencies.

Any disciplinary action will be taken in accordance with applicable legal requirements and applicable provisions of any collective bargaining agreement or employment agreements to which the School District is a party

VI.IDENTIFICATION OF COMPLIANCE RISK AREAS

The School District will take reasonable steps to achieve compliance with applicable laws and with compliance standards by utilizing, monitoring and auditing systems reasonably designed to detect criminal or other improper conduct by its employees and other agents.

The School District will conduct regular audits and/or reviews of its operations to assure that it is complying with its own compliance standards and with applicable laws and regulations regarding matters covered by this policy.

A written report of the results of the audits and/or reviews together with recommendations for corrective action or modification of compliance standards or policies will be submitted to the Superintendent of Schools and the Board of Education on a regular basis and no less frequently than annually.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS' MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

VII. RESPONDING TO COMPLIANCE ISSUES AND REDUCING THE POTENTIAL FOR RECURRENCE

Should an offense or violation of the School District's compliance standards or policies be detected, the School District will take steps to respond appropriately to the offense or violation and to prevent further similar offenses or violations which may include any necessary modifications to the Medicaid Compliance Program to prevent and detect violations of the law or the compliance standards or policies.

The School District shall take all reports of misconduct or wrongdoing seriously. Any such report shall be forwarded to the Compliance Officer who shall assure that the appropriate investigation, review and follow up will be undertaken.

VIII. POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN THE MEDICAID COMPLIANCE PROGRAM

The City School District of the City of Niagara Falls prohibits any retaliatory behavior directed against a person or persons who report a non-compliance issue or suspicion of non-compliance or wrongdoing, in good faith, as well as against any witness who testifies in a non-compliance investigation. Persons who engage in such retaliation shall be subject to discipline.

Employees may report suspected violations anonymously. The School District encourages employees to identify themselves in order to aid in the investigative process. Such individuals are also encouraged to maintain contact with the Compliance Officer so that the Compliance Officer may obtain any additional information needed to properly investigate the report. Persons making anonymous reports will be assured that retaliation for making such report is prohibited and that an individual who subjects an employee to such retaliation or intimidation will be subject to discipline under this policy.

An employee making a report under this policy may only be subject to disciplinary action if it is determined that a report was not made in good faith or that a person has knowingly and willfully provided false information, or knowingly or willfully distorted, exaggerated, minimized or otherwise fabricated the false report or gave the false information.

The motion was approved unanimously by those present.

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, Public Law 94-142 and New York State Commissioner's Regulations 200.5 requires that if a parent requests a review of their child's placement in a special education program, the Board of Education must have available a current list of people who will serve as Impartial Hearing Officers; and

WHEREAS, The State Education Department provides the Niagara Falls School District with a list of approved Impartial Hearing Officers; therefore, be it

RESOLVED, That individuals appearing on the provided list be appointed Impartial Hearing Officers for Disabled Children for the period of July 1, 2015 through June 30, 2016; and be it further

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2015-2016 school year, are also to be considered approved upon receipt by the District Clerk.

PROCEDURES FOR AN IMPARTIAL HEARING

You may submit a written request for an impartial hearing if, at any time:

1. The Committee on Special Education (CSE) fails to conduct an initial evaluation and make a recommendation within 60 school days from the date of your consent.
2. You disagree with the CSE recommendation when you receive notice.
3. You disagree with action taken by the Board of Education that approves, modifies or rejects the CSE recommendation.
4. The recommendations of the CSE are not implemented within 60 school days of receipt of the CSE recommendation by the Board of Education.
5. The CSE fails to complete a review of your child at least once a year or fails to complete a current evaluation of your child once every three years.
6. You do not agree with the school district regarding the provision of an appropriate special education program for your child.

To request an impartial hearing, send a letter to your Board of Education regarding your challenge:

1. The Board will appoint an impartial hearing officer. This individual cannot be an officer, employee or agent of the school district or of the BOCES of which the school district is a component. The hearing officer will preside at the hearing and can administer oaths, and issue subpoenas.
2. You and the Board of Education may be represented by attorneys or assisted by individuals who have special knowledge or training on problems of children with handicapping conditions. You and the Board of Education may bring any other people of your choice to the hearing.
3. At any time in the hearing, if they are needed, interpreters of the deaf and/or language translators must be available. The district must pay for this service.

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2015-2016 SCHOOL YEAR (cont'd.)

4. The hearing will be closed to the public, unless you request an open hearing. You have the right to decide if your child should attend the hearing.
5. You, your representative, and the representative of the school district can present evidence and question all the witnesses at the hearing. You and the school district have the right to prohibit the introduction of new evidence when its substance was not shared with the other party at least five days before the hearing.
6. The hearing officer may appoint a guardian ad litem to protect the interest of the child and the hearing officer must also ensure that the parents' rights are preserved.
7. A written or electronic, word-for-word record of the hearing must be kept and made available to you and the school district.
8. After both you and the school district have presented your cases and the hearing has ended, the hearing officer must write a decision. A copy of the decision must be mailed to you and the Board of Education within 45 calendar days of the date that the Board of Education received your initial request for a hearing.

The hearing officer's decision will be based only on what occurred at the hearing and will explain the reasons and the basis for the decision. The decision will also inform you and the Board of Education of the right to appeal the decision.

If either you or the Board of Education is dissatisfied with the decision of the impartial hearing officer, you have the right to appear to a State Review Officer of the State Education Department. If you decide to do this, it is not necessary to hire a lawyer. However, in order to bring an appeal to a Review Officer, you must carefully follow certain procedures. Please write for a copy of these procedures to:

New York State Education Department
Office of the Professions
Education Building
Albany, New York 12234

The written decision of the State Review Officer will be mailed to you and to the Board of Education. The decision is final. However, either party may seek judicial review by following Article 78 Civil Practice Law and Rules or USC Section 1415.

Please feel free to contact the District Representative of the Committee on Special Education if you have any questions or concerns.

The motion was approved unanimously by those present.

6.07 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, Public Law 94-142, Section 121a, 514, and New York State Commissioner's Regulations, Section 200.5 requires that each Board of Education maintain a list of parents willing to serve as Surrogate Parent(s) when a natural parent or guardian is unknown or unavailable to appear on behalf of a child; and

6.07 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, These laws also mandate that the Surrogate parents shall not be officers, employees or agents of the local school district, and shall, to the maximum extent possible:

1. have no other interest that would conflict with their primary allegiance to the child they represent;
2. be committed to acquaint themselves personally and thoroughly with the child and the child's educational needs;
3. be of the same racial, cultural and linguistic background as the child they seek to represent; and
4. be generally familiar with the educational options available to disabled children; therefore be it

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled Children for the period of July 1, 2015 through June 30, 2016 the following:.

Palmer, Tina

1713 – 15th St. Niagara Falls, NY 14305

The motion was approved unanimously by those present.

6.08 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, Public Law 94-142 and New York State Regulations 200.3 require that the Board of Education appoint the Committee on Preschool Special Education; and

WHEREAS, The regulations require the inclusion of five (5) members to be appointed to each Committee on Preschool Special Education as follows: a teacher of special education or an administrator; a professional who participated in the evaluation of the child; the parent of a preschool or elementary disabled child; a certified or licensed professional designated by the agency charged with the responsibility of the child in a birth to two system, if any; and a certified or licensed professional appointed by the county at its discretion; therefore be it

RESOLVED, That the following people be appointed to the Committee on Preschool Special Education for the period of July 1, 2015 through June 30, 2016.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Contento, Catherine	Chairperson/Speech Teacher
To be determined for each case	Member of Evaluation Team
Palmer, Tina	Parent

6.08 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2015-2016 SCHOOL YEAR (cont'd.)

Chester, Lisa	A certified or licensed professional designated by the agency charged with the responsibility of the child in the birth to two system
Tilton, Gail	A certified or licensed professional appointed by the county at its discretion

ALTERNATE MEMBERS

Michael F Lewis	District Representative/Psychologist/ Special Ed/General education
Kenneth Krieger	District Representative/Psychologist
Cheryl Meteer	District Representative/Sp Ed/Gen Ed
Bernadette Boland	District Representative/Speech Teacher
Tammy Dochstader	Parent
Darlene Janese	Parent
Tina Palmer	Parent
Lois Betton	Parent
Kelly Alvarez	Parent

The motion was approved unanimously by those present.

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, Public Law 94-142 and New York State Regulations 200.3 require that the Board of Education appoint the Committee on Special Education; and

WHEREAS, Sub-committees may also be appointed to determine the needs of each disabled child in the District and to recommend to the Board of Education the appropriate educational services and programs to meet the child's needs; and

WHEREAS, The regulations require the inclusion of six (6) members to be appointed to each Committee on Special Education as follows: a teacher of special education or an administrator; a general education teacher knowledgeable of District curriculum; a school psychologist; a school physician when requested; the parent of a disabled child not employed by or under contract with the school district; and a certified teacher designated by the school administrator as the teacher of the child being reviewed by the Committee on Special Education; therefore be it

RESOLVED, That the following people be appointed to the Committees on Special Education for the period of July 1, 2014 through June 30, 2015.

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2015-2016 SCHOOL YEAR (cont'd.)

CENTRAL COMMITTEE ON SPECIAL EDUCATION

Lewis, Michael F	CSE Representative
Krieger, Kenneth	CSE Representative/Psychologist
Meeter, Cheryl	CSE Representative/General Ed/Sp. Ed
Boland, Bernadette	CSE Representative/Special Education
Palmer, Tina	Parent
Chief School Medical Officer	Physician

A certified Special Education Teacher designated by the School Administrator as the teacher of the child being reviewed by the Committee on Special Education

A General Education Teacher knowledgeable of District curriculum

SUB-COMMITTEE:

CSE REPRESENTATIVES:

- James Spanbauer
- Robert Bradley
- Richard Carella
- Diane Coty
- Maria Chille-Zafuto
- Tina Smeal
- Mary Kerins
- Cynthia Jones
- Sheila Smith
- Rocco Merino
- Italo Baldassarre

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Bonnie Kane
- Maria Meranto
- Corinna Scozzaro
- Bryan Rotella
- Anargyros Halaris (intern)
- Tiara Handy (intern)

PSAs/PSYCHOLOGIST INTERNS

- Don McCoy
- Patti Thompson
- Carlos Bradberry
- John Caldwell
- Kelli Kneepple
- Holly Rodgers-Parker
- Rick Forgione
- Karen Grana
- Ken Jones
- Beth Fagiani
- Jan Horton
- Goldie Burton

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2015-2016 SCHOOL YEAR (cont'd.)

PARENT MEMBERS:

- Tina Palmer
- Darlene Janese
- Lois Betton
- Theresa Sitgreaves
- Kelly Alvarez
- Samantha Phillips
- Tammy Dochstoder

A certified Special Education Teacher designated by the School Administrator as the teacher of the child being reviewed by the Committee on Special Education

A General Education Teacher knowledgeable in District curriculum

ALTERNATE CSE REPRESENTATIVES:

- Mark Laurrie
- School-Based Administrative Staff
- Special Education Department Chairpersons

The motion was approved unanimously by those present.

6.10 APPROVAL OF APPOINTMENT OF THE DIGNITY ACT COORDINATOR(S) IN ACCORDANCE OF ARTICLE 2 OF NEW YORK STATE EDUCATION LAW, THE DIGNITY FOR ALL STUDENTS ACT AND PURSUANT TO NEW YORK STATE EDUCATION LAW SECTIONS 10 – 18

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, Section 10 – 18 of the New York State Education Law requires the Board of Education to appoint at least one Dignity Act Coordinator at each school building in accordance to the Dignity for All Students Act, trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex; and

WHEREAS, Any additions or amendments to the Dignity Act Coordinators must be approved by the Board of Education; and

WHEREAS, the District must appoint the Dignity Act Coordinators in accordance of the Dignity for All Students Act effective July 1, 2012; and

**6.10 APPROVAL OF APPOINTMENT OF THE DIGNITY ACT COORDINATOR(S)
IN ACCORDANCE OF ARTICLE 2 OF NEW YORK STATE EDUCATION LAW,
THE DIGNITY FOR ALL STUDENTS ACT AND PURSUANT TO NEW YORK
STATE EDUCATION LAW SECTIONS 10 – 18 (cont'd.)**

WHEREAS, the appointment of the Dignity Act Coordinators must be approved by the Board of Education, and the names and contact information shared with all school personnel, students, and parents/persons in parental relation; and

WHEREAS, the Superintendent and the Board of Education are authorized to appoint the appropriate school employees as Dignity Act Coordinator(s) at each school building in accordance to the Dignity for All Students act for the period commencing July 1, 2015, through June 30, 2016; therefore be it

RESOLVED, That the appointments of the following persons as Dignity Act Coordinators for the Niagara Falls City School District for period commencing July 1, 2015, through June 30, 2016, and they hereby are ratified and confirmed:

Maple Elementary School

Maria Chille-Zafuto

Linda Blake

Kalfas Elementary School

Mary Kerins

Rebecca Tantillo

Harry F. Abate Elementary School

Cynthia Jones

Linda D'Amore-O'Grady

Cathy Touma-D'Angelo

Niagara Street Elementary School

Rocco Merino/Diane Bianco

Michele DiGregorio

Amanda Vail

Hyde Park Elementary School

Sheila Smith

Tiffany Bradberry

Cataract Elementary School

Jeffrey Showers/Dorothy Brundidge

Molly Kurek

Seventy-Ninth Street Elementary School

Diane Coty

Amy Milleville

Geraldine J. Mann Elementary School

Tina Smeal

Thomas Zafuto

Gaskill Preparatory School

Robert Bradley/Janice Graham

Angela Mecca

Stephen Zafuto

LaSalle Preparatory School

James Spanbauer/Tina Gregory

James Hutchinson

Justine Tambroni

**6.10 APPROVAL OF APPOINTMENT OF THE DIGNITY ACT COORDINATOR(S)
IN ACCORDANCE OF ARTICLE 2 OF NEW YORK STATE EDUCATION LAW,
THE DIGNITY FOR ALL STUDENTS ACT AND PURSUANT TO NEW YORK
STATE EDUCATION LAW SECTIONS 10 – 18 (cont'd.)**

Niagara Falls High School

TBD

Adam Bianco

Bruce Brundidge

Marc Daul

Maria Mascaro-Sinatra

Tammy Novak

Rose Rajczak

Ebone Rose

Rachel Rotella

Pamela Smith

Community Education Center

Italo Baldassarre

Nicole Gall

The motion was approved unanimously by those present.

**6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND
ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT
ATTORNEY 2015-2016**

Mr. Paretto moved for approval of the following resolution. Rev. Dobbs
seconded the motion.

WHEREAS, The District desires to continue the services of Angelo Massaro dba Hovey &
Massaro as School District Attorney; and

WHEREAS, The services to be performed by Angelo Massaro as School District Attorney
shall consist of those specialized services and duties inherent in the functions, responsibilities and
position of General Counsel of the District; therefore be it

RESOLVED, That the Board of Education hereby retains Angelo Massaro dba Hovey &
Massaro to provide legal services for the District as School District Attorney and approves the renewal
of the Retainer Agreement modified to provide for payment of annual sum of \$98,733 for the year
commencing July 3, 2015, and terminating June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent
and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be and he hereby is authorized and directed to
execute the Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President
of the Board.

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2015-2016 (cont'd.)

RETAINER AGREEMENT

AGREEMENT made this 3rd day of July, 2015, between the **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK** (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and **ANGELO MASSARO**, dba Hovey & Massaro Attorney (hereinafter referred to as "School District Attorney"), 631 Main Street, Niagara Falls, New York 14301.

WHEREAS, The District desires to retain the School District Attorney to perform various legal services upon the terms and conditions herein set forth; and

WHEREAS, The School District Attorney has consented and agreed to perform legal services for the District upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the School District Attorney agree as follows:

FIRST: RETAINER. The District retains the School District Attorney and the School District Attorney agrees to serve the District and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 3rd day of July 2015, and continuing thereafter until the 30th day of June 2016 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

SECOND: SCOPE OF SERVICES. The services to be performed by Mr. Angelo Massaro as School District Attorney shall consist of acting as general legal counsel of the District and to perform all professional duties and services inherent in the functions, responsibilities and position of general counsel of the District in relation to the conduct of the District's business and operations pursuant to law under the direction and control of the Board of Education of the District and at their direction the Superintendent of Schools. Without limitation of the foregoing, the School District Attorney shall perform the following services as School District Attorney:

(a) Advise and consult with the Board of Education and/or the Superintendent of Schools and/or at their/his/her direction the agents and employees of the District on all legal matters of the District which may from time to time be presented to the School District Attorney.

(b) Prepare all instruments, contracts, deeds or other documents required, useful or necessary in the conduct of the District's business which may from time to time be presented to the School District Attorney for preparation.

(c) Institute, prosecute or defend all actions or proceedings to which the District may be a party in any court, bureau, commission or department or other judicial or administrative body before which the Attorney may now or hereafter be licensed to practice, all of which may from time to time be presented to the School district Attorney so as to institute and/or prosecute and/or defend.

(d) All legal services required in personnel matters, disciplinary matters, and area of labor relations, including but not limited to handling of grievances, unfair labor matters and, further, to assist in contract negotiations and contract management if requested by the Superintendent.

(e) To attend all District Board meetings upon request and direction of the Board and/or Superintendent and to review and render legal opinions as to any and all matters that may be presented to the Board, including but not limited to legal opinions as to the form of resolutions which may be presented to the District's Board for action.

(f) To assign any duties and functions and services to Deputy School District Attorney and/or any Special Counsel as may from time to time be retained by the District provided, however, that the School District Attorney shall continually advise and direct the Deputy School District Attorney and/or any Special Counsel as may from time to time be retained by the District as deemed necessary by the School District Attorney.

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2015-2016 (cont'd.)

(g) Generally to perform such other legal services ordinary and necessary for the functions of the District as may be required in the course of the District's business.

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$98,733 per year, payable in equal monthly installments of \$8,227.75. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

The District shall not pay to the School district Attorney any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurance and/or other insurances.

FOURTH: STAFFING. The School District Attorney shall provide staff and furnish and equip his office for the performance of his duties and services and for the conduct of his private law practice. There shall be no supervision of the School District Attorney and no requirement as to hours for services to be performed provided however, the School District Attorney shall provide such time as may be required to perform all of the services and/or duties required pursuant to the terms of this Agreement in a professional and satisfactory manner.

FIFTH: DISBURSEMENTS AND COSTS: The District and School District Attorney agree that in addition to the retainer amount to be paid the School District Attorney, as provided in paragraph "THIRD" of this Agreement, the District shall pay and/or remit to the School District Attorney, upon receipt of proper documentation, all disbursements and expenses which the School District Attorney may incur in the performance of the services to be performed, including legal disbursements, telephone toll charges, postage, travel and mileage, as authorized and/or necessary, photocopying, printing, subscription costs for legal databases such as West Law, etc. The District shall also provide the School District Attorney with access to District facilities and staff as may from time to time be available and approved by the Superintendent or his designee and with use of books and publications, including electronic, necessary for the performance of the School District Attorney's duties and services including but not limited to a complete set of Opinions of the Commissioner of Education and which may be located in the School District Attorney's Office but which shall remain the property of the District and be used by any District personnel and the Deputy School District Attorney and/or Administrative Counsel and/or any Special Counsel that may from time to time be retained by the District.

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 3rd day of July 2015, and shall continue until the 30th day of June 2016. Thereafter this Agreement shall automatically renew for additional one-year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

Notwithstanding anything herein to the contrary, the District may terminate the services of the School District Attorney for just cause at any time during the original term or any renewed term of this Agreement.

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

**SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK**

By _____
President

Angelo Massaro dba Hovey & Massaro

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2015-2016 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2015-2016

Mr. Paretto moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, the District desires to continue the services of James C. Roscetti of Roscetti & DeCastro, PC as Deputy School District Attorney; and

WHEREAS, the services to be performed by James C. Roscetti as Deputy School District Attorney shall consist of those specialized services and duties inherent in the functions, responsibilities and position of Deputy School District Attorney of the District; therefore be it

RESOLVED that the Board of Education hereby retains James C. Roscetti of Roscetti & DeCastro, PC to provide legal services for the District as Deputy School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$93,353 for the year commencing July 3, 2015 and terminating June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED that the President of the Board be and he hereby is authorized and directed to execute the Agreement; and

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board.

RETAINER AGREEMENT

AGREEMENT made this 3rd day of July, 2015, between the **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK** (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and **JAMES C. ROSCETTI of Roscetti & DeCastro , PC** (hereinafter referred to as "Attorney"), 730 Main Street, Niagara Falls, New York 14301.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2015-2016 (cont'd.)

WHEREAS, the District desires to retain the Attorney as Deputy School District Attorney to perform legal services upon the terms and conditions herein set forth; and

WHEREAS, the Attorney has consented and agreed to perform legal services for the District as Deputy School District Attorney upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the School District Attorney agree as follows:

FIRST: RETAINER. The District retains the Attorney and the Attorney agrees to serve the District as Deputy School District Attorney and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 3rd day of July 2015, and continuing thereafter until the 30th day of June 2016 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

SECOND: SCOPE OF SERVICES. The services to be performed the Attorney as Deputy School District Attorney shall consist of such legal matters as may be assigned to him from time to time by the Board of Education of the District, and/or the Superintendent of Schools and/or the School District Attorney. Without limitation of the foregoing, the Attorney shall perform the following services as Deputy School District Attorney:

(a) Advise and consult with the School District Attorney and/or the Board of Education and/or the Superintendent of Schools on all legal matters which may be assigned to him by the School District Attorney and/or the board of Education and/or the Superintendent of Schools.

(b) In consultation and association with the School District Attorney prepare all instruments, contracts, deeds or other documents required, useful or necessary in the conduct of the District's business which may from time to time be presented to him for preparation.

(c) In consultation and association with the School District Attorney institute, prosecute or defend all actions or proceedings to which the District may be a party in any court, bureau, commission or department or other judicial or administrative body before which the Attorney may now or hereafter be licensed to practice, all of which may from time to time be assigned to him by the Board of Education and/or Superintendent of Schools and/or the School District Attorney.

(d) In consultation and association with the School District Attorney, to perform such other legal services which may be required of him by assignment from the Board of Education and/or Superintendent of Schools and /or the School District Attorney provided however, that the Deputy School District Attorney may be advised and directed, when necessary, by the School District Attorney in the performance of such services.

(g) Generally to perform such other legal services ordinary and necessary for the functions of the District as may be required in the course of the District's business.

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$93,353 per year, payable in equal monthly installments of \$7,779.42. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

The District shall not pay to the Deputy School District Attorney any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurance and/or other insurances.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2015-2016 (cont'd.)

FOURTH: STAFFING. The Deputy School District Attorney shall provide staff and furnish and equip his office for the performance of his duties and services and for the conduct of his private law practice. There shall be no supervision of the Deputy School District Attorney and no requirement as to hours for services to be performed provided however, the Deputy School District Attorney shall provide such time as may be required to perform all of the services and/or duties required as Deputy School District Attorney in a professional and satisfactory manner.

FIFTH: DISBURSEMENTS AND COSTS: The District and Deputy School District Attorney agree that in addition to the retainer amount to be paid the Deputy School District Attorney, as provided in paragraph "THIRD" of this Agreement, the District shall pay and/or remit to the Deputy School District Attorney, upon receipt of proper documentation, all disbursements and expenses which the Deputy School District Attorney may incur in the performance of the services to be performed, including legal disbursements, telephone toll charges, postage, travel and mileage, as authorized and/or necessary, photocopying, printing, etc. The District shall also provide the Deputy School District Attorney with use of books and publications including electronic, made available to the School District Attorney and necessary for the performance of his duties and services, and access to District facilities and staff as may from time to time be available and approved by the Superintendent or his designee.

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 3rd day of July 2015, and shall continue until the 30th day of June 2016. Thereafter this Agreement shall automatically renew for additional one- year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

Notwithstanding anything herein to the contrary, the District may terminate the services of the Deputy School District Attorney for just cause at any time during the original term or any renewed term of this Agreement.

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

**SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK**

By _____
President

James C. Roscetti, Esq.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/03/15--06/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Health Services Department has recommended that the Niagara Falls City School District continue the services of Dr. Michael Beecher as Director of School Health Services for the period 07/03/15 through 06/30/16 for a sum of \$37,606 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,133.83. Such payment shall be made on the last day of each month during the term of this Agreement; and

WHEREAS, A copy of the Agreement is on file in the Business Office; therefore be it

RESOLVED, That Dr. Michael Beecher's services be continued and he be and hereby is appointed as Director of School Health Services; and

RESOLVED, That the continuation of Dr. Beecher's services as Director of School Health Services and the compensation to be paid for such services in accordance with the attached Agreement, the original of which is on file in the Business Office, be and hereby is approved, and be it further.

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be and he hereby is authorized and directed to execute the Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

DIRECTOR OF SCHOOL HEALTH SERVICES EMPLOYMENT AGREEMENT

This Agreement made this 3rd day of July, 2015, by and between the **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**, ("District") and **MICHAEL S. BEECHER, M.D.** a physician duly licensed and qualified to practice as such in and by the State of New York and having his office in Niagara Falls, New York 14092, ("Physician"). WHEREAS, The District desires to retain the Physician as Director of School Health Services pursuant to the provisions of Section 902 of the Education Law of the State of New York, upon the terms and conditions as herein set forth; and

WHEREAS, The Physician has consented and agreed to serve as Director of School Health Services and furnish certain health care services for the District, upon the terms and conditions as herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the Physician agree as follows:

FIRST: The District retains the Physician as Director of School Health Services and the Physician agrees to serve the District as Director of School Health Services and perform health care services as provided in paragraph "SECOND": SCOPE OF SERVICES" of this Agreement, for a period commencing July 3, 2015, and continuing thereafter until the 30th day of June 2016, as provided in paragraph "SEVENTH" for an amount and payable as provided in "THIRD" paragraph of this Agreement.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/03/15--06/30/16 (cont'd.)

SECOND: The Physician shall, during the term of this Agreement, perform all professional duties and services inherent in the functions, responsibilities and position of Director of School Health Services of the District as provided by law, including without limitation the specific duties enumerated in Schedule "A" hereto attached.

THIRD: The District shall pay the Physician the sum of \$37,606 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,133.83. Such payment shall be made on the last day of each month during the term of this Agreement and any renewed term hereof.

In addition to the amount to be paid the Physician as provided herein the District shall pay the Physician the sum of 75.00 per hour for additional time over and above the hours scheduled in paragraph "FOURTH", for which payment shall be made on a monthly basis upon Physician submitting such invoice as required by the first party.

FOURTH: It is expressly understood and agreed that the Physician shall be required to devote three (3) hours per calendar week for not more than 45 calendar weeks to the performance of his duties as such Director of School Health Services, the particular weeks and dates for the performance of such duties to be as designated by the District, with due consideration by the District however, to the necessary demands of the Physician's other professional responsibilities.

FIFTH: The Physician shall in all respects be and is an Independent Contractor in all respects in performing the duties, responsibilities and functions of a statutory officer of the school district, to wit, its Director of School Health Services, responsible only for the due performance of the duties of that office under the requirements of the applicable laws and statutes and proper and ethical medical practice. The District shall not pay the Physician any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurances and/or any insurances.

SIXTH: The Physician shall be covered by and maintain professional liability insurance issued by a company acceptable to the District same being an occurrence type policy with monetary limits of One Million Dollars (\$1,000,000.00) to Three Million Dollars (\$3,000,000.00). Copy of insurance policy shall be made available to the District at least 10 days before the commencement of the term of this Agreement and any renewed term thereafter. The Physician is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law

SEVENTH: This Agreement shall commence on the 3rd day of July, 2015, and shall continue until the 30th day of June 2016, and shall thereafter automatically renew for additional one year periods unless either party serves written notice to the other at least 60 days prior to the termination of the original term or any renewed term of its/his intention to terminate this Agreement. All terms and conditions of the Agreement shall apply to any renewed term, except that the amount to be paid the Physician for services as provided in "THIRD" paragraph shall increase 5% per year commencing on July 1 of each renewed term and continue until June 30 of the following year or the date of earlier termination as herein provided, whichever occurs sooner. Notwithstanding anything herein to the contrary, the District may terminate this Agreement for any reason at any time during the original term or any renewed term of this Agreement upon giving the Physician 30 days notice of its intention to terminate, and this Agreement shall terminate upon the expiration of the 30 days.

EIGHTH: This Agreement shall in all respects be subject to all laws and statutes applicable to the subject matter as now provided or hereafter amended.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/03/15--06/30/16 (cont'd.)

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

SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS, NEW YORK

By: _____
President

By: _____
Michael S. Beecher, M.D.

SCHEDULE "A"

The school physician works closely with school administration and school administration and nursing personnel in planning, developing, and implementing a sound, comprehensive school health program which provides services and facilities to promote health and wellness. He/she cooperates with members of Health, Physical Education and Health Services Staff in health promotion, coordination of efforts and utilization of health information available to the schools.

Duties & Responsibilities:

1. Deliverer of Health Services

- a. Provides collaboration with the Nurse Practitioners who complete the physical examination in accordance with Educational Law and school district policy.
 - For children who do not present a certificate from their family physician upon entering school in grades 1,3, 5, 7 and 10. New Enterers and Special Education Students.
 - For children as may be indicated after referrals by school personnel.
 - As a member of the Committee on Special education, to conduct such special examination as indicated or special class placement or other instruction of the physically handicapped, mentally retarded, and the emotionally disturbed child, or prior to their return to a regular class program.
 - Collaborates with Nurse Practitioner for all students participating in interscholastic activities.
 - Collaborates with Nurse Practitioners for applicants for employment certificates.
 - Collaborates with Nurse Practitioners for candidates for district employment and periodically for food service personnel in accordance with school district policy.

2. Manager of Health Care

- a. Collaborates with school nursing personnel to establish policies governing procedures to be followed in the event of injury or emergency illness of child or employee. Written protocols governing first aid should be reviewed and signed annually by the school physician.
- b. Collaborates with school nursing personnel in interpreting Public Health Laws governing control of communicable diseases and establishing policies and procedures governing the exclusion and readmission of pupils in connection with infectious/contagious disease.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/03/15--06/30/16 (cont'd.)

3. Consultant for Health Concerns

- a. Serves as a member of the Committee on Special Education and participates with the psychologist, special education teacher, school nursing personnel and other school personnel in case conferences when such are indicated.
- b. Assists school nursing personnel in follow-through efforts to secure remedial care for children found to have physical or mental defects.
- c. Collaborates with school personnel to recommend adjustments of the educational program in accordance with individual pupil's health needs and consults with parents, teachers, and pupils concerning the same.
- d. Acts as a consultant to school administrators and school health personnel on medical problems or practices that are in conflict with the health and safety needs of the total student population.
- e. Acts as a liaison agent between school and local physicians and interprets school health policies and practices to local area medical community and community at large.
- f. At request of school personnel, provides in-service training on matters such as critical health issues and new developments in health care.
- g. Provides health information individually and in groups to pupils, teachers, school nursing personnel, and school administrators.
- h. In cooperation with the health education curriculum committee, reviews the health literature, instructional materials and course content used in the school for accuracy and relevance and recommends changes to the school administration.

4. Promoter of Sound Health Care Practices

- a. Collaborates with committee on the buildings and grounds to detect possible health or safety hazards.
- b. Collaborates with school staff reviewing all reports of accidents, reviews excuses from physical activities, and interprets medical certificates.
- c. Works with school administrators and school nursing personnel to develop a public information program promoting school health.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2015-16

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District has annually appointed an administrator for the Unemployment Insurance Program; and

WHEREAS, It is the recommendation of the administration that the District appoint the National Employers Council, Inc. to monitor the District's unemployment program; and

WHEREAS, NEC has agreed to act as a third party administrator from July 3, 2015, through June 30, 2016, for an annual fee of \$3,848, payable quarterly in four (4) equal installments of \$962; therefore be it

RESOLVED, That the District approve the Agreement, attached hereto, with National Employers Council, Inc. (NEC) to act as a third party administrator for the District's Unemployment Insurance Cost Control Program for the term July 3, 2015, through June 30, 2016, and be further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

PeopleSystems®, a service of NATIONAL EMPLOYERS COUNCIL, INC. (NEC) agrees to administer as specified below, the unemployment account(s) listed.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

It is agreed that in order for NEC to provide the services listed below the employer must transmit, in a timely manner, all applicable unemployment insurance forms and data to NEC.

A. CLAIMS AND UNEMPLOYMENT TAX RATING ADMINISTRATION

1. Present reasons to appropriate agencies for claimant's termination on unemployment insurance claims sent by client to NEC office.
2. Process the unemployment claims to the appropriate state agency.
3. Confer with appropriate state agency on behalf of employer in order to provide complete administrative service for all claims.
4. Audit all claims during benefit period in order to control accuracy of unemployment insurance charges.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2015-16 (cont'd.)

5. Survey claim wage reports and record pertinent data as required for possible audit of appropriate state agency charges.
6. Audit unemployment benefit charge records of employer.
7. Protest and appeal through state unemployment administrative system, all unlawful, wrongful and unreasonable benefit charges, as they occur.
8. Examine extended benefit claims and seek appropriate action, as necessary, through the appropriate state agencies to determine eligibility of claimant for further benefits.
9. Review abnormal or questionable claims with employer to determine employer's position regarding the further processing of claim.
10. Provide for representation for the employer at Unemployment Insurance hearings.
11. Audit quarterly unemployment contribution returns. Protest any errors and request refunds when applicable, with a recovery rate of 25% to NEC.
12. Prepare audit of all charges, credits and adjustments to employer's unemployment tax account.
13. Substantiate accuracy of employer's unemployment tax rate and protest any errors. Rate reductions for current and past rates, subject to a recovery rate of 25 % to NEC.
14. If possible, recommend that the employer make voluntary contributions to effectuate a lower tax rate.

B. MANAGEMENT ASSISTANCE PROGRAM

1. Confer with the employer, upon request, regarding procedures to regulate and cut unemployment taxes. NEC shall act in all advisory capacity and the final decision, as to information and advice provided, shall remain with the employer. The employer recognizes that the state unemployment insurance agency has exclusive and binding jurisdiction in such matters.
2. Advise employer when important changes in unemployment insurance laws, regulations, and interpretation occur.
3. When requested by the employer, recommend changes to employment practices to comply with unemployment insurance laws and/or regulations.
4. Conduct informational meetings for supervisory and management personnel of the employer upon request.
5. These meetings shall be of reasonable duration and presented to groups of reasonable size and scheduled at mutually convenient times to both parties.
6. The seminars will discuss applicable unemployment insurance matters, eligibility requirements, significant relationship between the unemployment compensation law and the employer, as well as responsibilities of the employees personnel in administration of company policy and procedure.
7. Submit periodic written reports, detailing employer's unemployment experience, and NEC's effectiveness on employer's behalf.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2015-16 (cont'd.)

ACCOUNT(S)
CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

ACCOUNT NUMBER(S)
04-65079

This agreement will remain in effect for a ONE year period from JULY 3, 2015 and shall be considered renewed from year to year thereafter, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this agreement.

The client agrees to pay NEC quarterly the sum of \$962. After the first year, *NEC* reserves the right to modify this quarterly charge by submitting sixty days written notification of the proposed new fee. There is a one-time set-up fee of *N/A*.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

NATIONAL EMPLOYERS
COUNCIL, INC.

Signature

Signature

Date

Date

Mr. Petrozzi asked if we have a reserve. Mr. Giarrizzo replied no reserve funds for unemployment.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2015-2016

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District is responsible for providing a safe and healthy environment for its employees with related services as determined by the District's Safety Committee and contractual agreement; and

WHEREAS, The WNY Occupational Health, LLC provides health services; therefore be
it

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2015-2016 (cont'd.)

RESOLVED, That the Board of Education approves the attached Agreement with WNY Occupational Health, LLC as it pertains to employee related services, effective July 3, 2015, and ending June 30, 2016, at fees described in the Agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AMENDED AGREEMENT FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 3rd day of July, 2015, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, party of the first part, herein called the "School District", and WNY OCCUPATIONAL HEALTH, LLC, 621 Tenth Street, Niagara Falls, New York, party of the second part, herein called "Occupational Health."

WITNESSETH:

WHEREAS, The School District promotes an efficient and accident free safety program beneficial to employer and employee; and

WHEREAS, The School District is authorized and empowered to contract for the Occupational Health Care Services; and

WHEREAS, Occupational Health has warranted and represented to the School District that it is fully licensed, qualified and competent to provide injury care services; and

WHEREAS, The Board's of the School District and Occupational Health have each authorized and approved the execution of the contract. In consideration of the mutual covenance and agreements herein contained, the parties hereto agree as follows:

1. During the 2015-16 school year, commencing on July 3, 2015, Occupational Health will provide sufficient Occupational Health Care Services for District employees who are injured on the job. The evaluation, treatment, appropriate rehabilitation, and determination of his/her ability to return to work are subject to their control, with District approval. The Superintendent of Schools, shall have the right to terminate service at any time she/he considers such action to be in the best interest of the School District.
2. Occupational Health shall properly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the progress of these employees such as:

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2015-2016 (cont'd.)

- a. Assure that all employees know their rights under Workers' Compensation Law.
 - b. Have emergency treatment and rehabilitation service at a location readily accessible.
 - c. Assure that all employees are aware of the availability of these services and that supervisors or supervisor designee recommend them in time of need.
 - d. Provide for follow-up treatment for the injured employee to update rehabilitation progress.
3. Occupational Health will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Occupational Health Care Associates and shall respect the confidentiality of any and all employee records.
 4. Provide PPD/Mantoux testing for, but not limited to, pre-employment physicals, tenured and daycare employees.
 5. Provide Hepatitis B Vaccinations as requested.
 6. The School District agrees:
 - a. Immediately following an injury of an employee who chooses to go to OH or NFMMC emergency room, a School District representative will contact Occupational Health.

The following information should be reported at the time of call:

1. Name of caller
 2. Department
 3. Name of injured employee
 4. Type of injury
 5. Method of transport
- b. To pay according to the following fee schedule:

1. First aid and minor injury care	*See below
2. Return to work evaluation	\$55
3. Physician consultation	\$85/hr.
4. Case management 8:00 a.m. to 11:00 p.m.	\$200/month
5. PPD/Mantoux Testing	\$15
6. DOT Drug Test	\$53
7. Breath Alcohol	\$23
8. HBsAb Antibody	\$29
9. Hepatitis B Vaccination	\$55/shot, \$165/series

*Medical treatment for work related conditions are billed at the NYS Workers Compensation Fee Schedule. An additional fee for specific treatment may include crutches, splints, tetanus, or x-rays.

Miscellaneous Radiology Fees:

X-ray/ankle (3 views)	62.34
Elbow	62.34
Femur	71.44
Finger (2 views)	62.34
Foot (complete)	62.34
Hand (3 views)	62.34
Spine/Cervical	107.72
Additional fees upon request	

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2015-2016 (cont'd.)

7. This Agreement shall become effective on July 3, 2015 and terminate on June 30, 2016, provided, however, the District shall have the right to sooner terminate this agreement upon 30 days written notice to Occupational Health.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By: _____

WNY OCCUPATIONAL HEALTH, LLC

By: _____

[illegible]

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of _____

Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16**

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District of the City of Niagara Falls, New York desires to enter into an Agreement with Niagara Falls Memorial Medical Center for physical rehabilitation services to better meet the needs of our students participating in sports programs; and

WHEREAS, The Agreement provides for athletic trainer staffing, documentation and services including evaluation, re-evaluations, progress evaluations, district staff and family education, and district staff in-servicing; and

WHEREAS, The term of the Agreement will commence on July 3, 2015 through June 30, 2016, and

WHEREAS, The fee for these services is \$41,283.75 which is to be paid in two payments of \$19,891.88 payable on December 1, 2015 and June 1, 2016; therefore be it resolved

RESOLVED, That the Board of Education approve the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 3, 2015 and terminating June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

PHYSICAL REHABILITATION AGREEMENT

Between

NIAGARA FALLS MEMORIAL MEDICAL CENTER

and

NIAGARA FALLS CITY SCHOOL DISTRICT

2015-2016 School Year

This Physical Rehabilitation Agreement, made this 3rd day of July 2015, by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and NIAGARA FALLS CITY SCHOOL DISTRICT (the Agency) (individually the Party, collectively the Parties).

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

WHEREAS, the Hospital is an acute care hospital licensed pursuant to Article 28 of the New York Public Health Law, and is duly authorized and licensed to provide physical rehabilitation services, including certified athletic trainers; and

WHEREAS, the Agency desires to obtain the services of certified athletic trainers from the Hospital; and

WHEREAS, the Hospital agrees to provide, at fair market value in accordance with the terms of this Agreement and in compliance with the Medicare Anti-Kickback Statute (42 U.S.C. 1320a - 7b(b)) and the regulations and Safe Harbors promulgated thereunder, the use of its physical rehabilitation facilities, equipment and certified athletic trainers service for the benefit of the Agency's students (hereinafter physical rehabilitation services and services); and

WHEREAS, Niagara Falls City School District and Hospital desire to cooperate in order to meet the needs of each student participating in athletic activities in a coordinated manner.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertaking hereinafter set forth, the parties agree as follows:

1. OBLIGATIONS OF HOSPITAL

- a) Provide the services of one (2) certified athletic trainers for approximately 25 hours per week total to the agency, as indicated in Attachment(s) A and B. An average of 25 hours per week will be rendered to Niagara Falls City School District during the fall, winter, and spring sport seasons.
- b) Athletic trainer coverage will be concentrated on those days of highest athletic participation and/or days of contact and collision-type sports activity.
- c) The athletic trainer(s) will be NATA certified.
- d) Maintain an adequate quality control program in compliance with the requirements of the New York State Department of Health and in accordance with all applicable rules and regulations promulgated by local, state and federal regulatory agencies and other appropriate public or private licensing or accrediting organizations. Upon request of Agency, Hospital will provide verification of such New York State licensure.
- e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.
- f) Represents that its employees are, and will be, adequately trained, as is appropriate to the nature of the services they are performing, in accordance with 29 CFR 1910.1030 et seq, the OSHA Bloodborne Pathogens regulations (the "Regulations").
- g) Provide for the preparation of appropriate reports and documentation in connection with the services rendered pursuant to this Agreement.
- h) Provide services in a prompt and efficient manner.
- i) Provide such services in the same manner, in accordance with the same standards, as are offered to other Hospital patients.
- j) Hospital represents and warrants that it will not seek payment from the student or students parent/guardian, his/her physician or any other party or payor for services provided pursuant to this Agreement.

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

2. OBLIGATION OF AGENCY

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.
- b) Agency will provide to Hospital a description of services, duties and responsibilities to be performed hereunder, which will be attached to this Agreement as Exhibit A.
- c) Agency will evaluate Hospital's performance on an on-going basis. The Parties agree to use best efforts to resolve any identified deficiencies or other operational issues.
- d) Agency agrees not to hire or solicit for hire any employees of Hospital who have directly served the Agency for a period of one (1) year following their termination of their services to the Hospital.
- e) The duties and responsibilities performed by such athletic trainers while working at or for the Agency will be under the supervision, direction and control of the Agency and the Agency's administrative personnel.
- f) Agency agrees to provide staff athletic trainers from NFMMC that service the NFCSD with district wide e-mails to provide communication and access to athletic department staff and coaches.

3. MUTUAL OBLIGATIONS AND AGREEMENTS

In the performance of this Agreement, the Parties agree as follows:

- a) Scheduling for athletic trainer's services will be arranged between the Agency and the Hospital's Manager of Sports Medicine and Athletic Training, pursuant to Exhibit B, attached. Such hours shall be amended by the mutual written consent of the Parties. The duties and responsibilities performed by such athletic trainers while working at or for Niagara Falls City School District as herein provided will be supervised, directed, and controlled by the Niagara Falls City School District and its administrative personnel.
- b) The location for services will be determined by the Hospital and the Agency's Executive Director, pursuant to Exhibit B.
- c) Nothing contained in this Agreement shall prohibit the Parties from exercising independent professional judgment.
- d) Nothing contained in this Agreement shall affect the independent operations of either Party.
- e) Nothing contained in this Agreement shall create any contractual third party beneficiary liability upon the parties to any other person, patient or otherwise.
- f) Nothing contained in this Agreement shall restrict either Party from entering into a similar agreement with other entities performing like services.
- g) Nothing contained in this Agreement shall place liability for the debts or obligations of one Party upon the other.
- h) To adhere to State and federal laws prohibiting discrimination on the basis of race, creed, color, national origin, sex, age, sponsor, political affiliation or citizenship status.
- i) No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of god or the public enemy, flood, storms or any statute, regulation, rule or action of any federal, state or local government or any agency thereof. In addition, no party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations, other than direct patient care, due to strikes or other labor activities.

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

j) Hospital has in place a Compliance Program and Code of Conduct which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. It focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold standard of ethical and legal business practices, and the prevention of misconduct. Agency acknowledges Hospital's commitment to compliance and corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy and objectives of the Compliance Program and Code of Conduct adopted by Hospital.

k) Agency acknowledges Hospital's affirmative obligation to comply with Federal regulations prohibiting Hospital from contracting with individuals or entities that have been excluded from participation in Medicare or other government funded health care programs. Accordingly, Agency hereby acknowledges it is not an excluded entity, or employs, or is owned or operated by an excluded individual, as defined at § 1128 and I 128A of the Social Security Act.

l) The Agency shall indemnify and hold the Hospital harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Agency and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.

m) The Hospital shall indemnify and hold the Agency harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Hospital and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.

4. COMPENSATION

Hospital and Agency agree that Hospital shall be compensated for services rendered for 2015-2016 pursuant to this Agreement in the amount of \$41,283.75 as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$20,641.88, one each due and payable on December 1, 2015 and June 1, 2016. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

5. INSURANCE

a) The hospital agrees to maintain general and professional liability insurance and Agency agrees to maintain general liability insurance in amounts sufficient to cover the acts and omissions of their respective employees for services rendered pursuant to this Agreement.

b) Upon request, Hospital and Agency agree to furnish each other with a current and valid Certificate of insurance relating to the extent of professional liability insurance and each Party agrees to keep and to maintain said insurance coverages in full force and effect during the term of this Agreement. Any modification or alteration of such coverage or program, by either Party, which shall have a material effect on the Section, shall be promptly communicated to the other Party.

6. INDEPENDENT CONTRACTOR

a) In the performance of services performed pursuant to this Agreement, both parties agree that the Hospital is performing as an independent contractor.

b) Neither Party has the authority to enter into any contracts or to assume any obligations, undertakings or commitments for or on behalf of the other Party except as expressly set forth herein or to make any warranties or representations for or on behalf of the other Party.

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

7. ACCESS TO RECORDS

a) In accordance with provisions of 42 U. S. C. 1395x(v) (1) (I) and 42 C. F. R. 420.300 et seq., and Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted thereto, as are applicable to this Agreement, Hospital shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any other books, records and documents of Hospital that are necessary to certify to such persons the nature and extent of services rendered. The obligation of Hospital to make records available shall extend for four (4) years after the furnishing of such services pursuant to this Agreement.

b) In accordance with provisions of 42 U. S. C. 1395x(v) (1) (I) and 42 C. F. R. 420.300 et seq., and Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted thereto, as are applicable to this Agreement, Agency shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any other books, records and documents of Agency that are necessary to certify to such persons the nature and extent of costs incurred by the Agency for services furnished by Agency for which payment may be made under Medicare, Medicaid or other federal reimbursement program. The obligation of Agency to make records available shall extend for four (4) years after the furnishing of such services pursuant to this Agreement.

8. TERM

The Term of this Agreement will commence on July 3, 2015 and terminate on June 30, 2016 unless sooner terminated in accordance with the provisions of Section 9.

9. TERMINATION

This Agreement shall terminate upon the occurrence of any of the following events:

a) Upon ninety (90) day prior written notice by either Party to the other Party during the term of this Agreement;

b) In the event that either Party shall be notified that the license(s) issued to it by any governmental body pertaining to its principle purpose of operation has been withdrawn or suspended, either Party may elect to terminate this agreement effective immediately upon mailing such notice.

10. USE OF NAME

Neither Party may use the name of the other Party in any promotion or advertising unless such use shall be approved, in writing, by the Party whose name is to be used. Such approval shall be deemed withdrawn upon termination of this agreement as provided in Section 9.

11. REFERRALS

The compensation set forth in Section 4 does not take into account the volume or the value of referrals, if any between the Agency and the Hospital, and is not intended to influence the volume or value of referrals between the Agency and the Hospital.

12. COMPLIANCE WITH LAW

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement takes affect. Should legal counsel for either Party reasonable conclude that any portion of this Agreement may be in violation of any subsequent enactments by federal, state or local authorities, then this Agreement shall terminate upon thirty (30) days written notice thereof to the other Party.

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

13. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New York. Any disputes arising out of this Agreement shall be determined exclusively by binding arbitration before a single arbitrator selected and serving under the arbitration rules of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service. Any such arbitration shall be held in the county where Hospital has its principal place of business. Such arbitration shall be the exclusive remedy hereunder. The decision of the arbitrator may, but need not, be entered as judgment in any appropriate jurisdiction in accordance with the provisions of the laws thereof, the parties hereby agreeing (subject to lawful service of papers) to the jurisdiction of such courts.

14. BUSINESS ASSOCIATES

In accordance with provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 1040191) or regulations adopted thereto, as are applicable to this Agreement, the Parties agree to:

- a. Restrict use and disclosure of protected health information as permitted by the agreement, HIPAA, state and federal law;
- b. Use safeguards to prevent unauthorized use or disclosure;
- c. Report to the covered entity any unauthorized use or disclosure;
- d. Extend compliance obligations to subcontractors and agents;
- e. Make protected health information available upon individual's request;
- f. Incorporate changes and additions to protected health information of which the covered entity notifies the business associate;
- g. Make its books, records and information practices regarding protected health information available to the Department of Health and Human Services;
- h. Return or destroy all protected health information upon contract termination; authorize the covered entity to terminate the contract for material breach;
- j. Agree to the right of the covered entity to monitor the business associate's compliance;
- k. Agree to the right of the covered entity to cure a breach by the business associate;
- l. Agree to the right of the covered entity to seek an injunction (with stipulation to burden of proof);
- m. Agree to indemnification for breach;
- n. Agree to no cap on liability for breaches;
- o. Relinquish control to the covered entity control for subpoenas received by the business associate;
- p. Use data in accordance with applicable laws.

15. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors and, when applicable, assigns. Neither Party shall have the right to assign its obligations, or all or any portion of its rights or interests under this Agreement, without the written consent of the other Party; provided, however, that Hospital may assign this Agreement, without Agency's consent, to any entity owned by or under control of Hospital.

16. AMENDMENT

This Agreement may be amended at any time by mutual written agreement executed by the parties, or automatically upon written notice by a Party to the other Party, if such amendment is required to comply with applicable federal or state laws, regulations or other authority, including, but not limited to, those issued by the U.S. Department of Labor, HCFA, the New York State Department of Health, the New York State Department of Insurance, the New York State Attorney General.

**6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—
7/03/15 – 6/30/16 (cont'd.)**

17. PRIOR AGREEMENTS

This Agreement supersedes and serves to terminate any previous agreements between the parties relating to the subjects addressed herein.

18. WAIVER

No waiver of any breach or failure by either Party to enforce any of the terms of this Agreement at any time shall, in any manner, limit or constitute a waiver of such Party's rights thereafter to fully enforce such provisions or to require such performance at any time thereafter or otherwise to compel strict compliance with any term of this Agreement.

19. NOTICES

Any notice, request, demand or other communication required or permitted by this Agreement shall be deemed to be properly given if delivered by hand (including overnight courier mail) or when mailed certified or registered mail with postage prepaid, addressed as follows:

If to Agency: Niagara Falls City School District
 630 – 66th Street
 Niagara Falls, NY 14304

If to Hospital: Niagara Falls Memorial Medical Center
 621 Tenth Street
 Niagara Falls, NY 14302
 Attn.: President/CEO

The addresses for the purposes of this Section may be changed only by giving written notice of such change in the manner provided herein for giving notices.

20. CAPTIONS

The captions of the sections herein are inserted as a matter of convenience only and in no way define, limit or describe the scope of this Agreement or any provisions hereof.

21. ENTIRE AGREEMENT

This Agreement and attachments hereto, sets forth the entire agreement and understanding between the parties hereto as to the subject matter hereof. It may be amended only by a written instrument signed by both parties hereto making specific reference to this Agreement and expressing the plan or intention to modify it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above set forth.

Niagara Falls City School District

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/03/15 – 6/30/16 (cont'd.)

EXHIBIT A SERVICES

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide all Agency-required Athletic Trainer staffing, documentation and services including:

A. Evaluations: Athletic trainers perform on-field evaluations and evaluations within the Training room of acute and chronic sports injuries from all athletic teams within Niagara Falls High School. These evaluations are documented and then referred to the Emergency room or to their family physician by the athletic trainer. These evaluations are then sent to the school nurse practitioner, parent/guardian and coach. Based on the severity of the injury, the parent/guardian is notified by the staff athletic trainer who evaluated the injury. Assessment and treatment plan is determined based on the evaluation.

B. Re-evaluations: Athletes are re-evaluated daily based on the injury. The athletic trainer may determine return to play. This may also be based on the MD evaluation and/or Nurse practitioner evaluations of Niagara Falls City School District. Once return to play has been determined, the athlete is re-evaluated by the athletic trainer at a sport specific level.

C. Progress Evaluations: Progress is monitored by the athletic trainers based on the injury in the case of prevention and/or protection for return to play. Treatment may be performed based on MD evaluation or referral for treatment in the training room.

D. Agency Staff and Family Education: This consists of educating the athlete and family on the injury, such as giving home instructions on injury management. Education consists of prevention, recognition and rehabilitation of a specific injury. Also, preseason educational presentations to booster clubs and athletic teams on the prevention of injuries. Coaches are educated and updated on each athlete who is injured to determine possible return to play.

E. Agency Staff In-servicing: Staff from NFMMC may provide CPR/AED and First Aid training for coaches, nurses and nurse practitioners from Niagara Falls High School. Pricing available for courses.

F. ATC will manage the distribution of AED's to the coaching staffs of each season at NFHS.

G. Management and assistance of concussion policy and program for the NFCSD athletic department. This will incorporate policy changes when needed, implementation, administering, and management of neuro cognitive computer based testing (baseline testing) for student athletes from the NFCSD.

EXHIBIT B

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide (2) NATA certified athletic trainers to Niagara Falls City School District.

The (2) certified athletic trainer(s) supplied by NFMMC Rehabilitation Services will be NATA certified and NYS licensed, and will work approximately 25 hours per week. Coverage for Niagara Falls City School District will be during the fall, winter, and spring sports seasons with coverage to be concentrated on days of highest athletic participation and/or days of contact and collision type sports activity.

Typical Hours of Service will be:

Fall season:

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/03/15 – 6/30/16 (cont'd.)

Staffed ATC for preseason summer camps (football, soccer, x-country, volleyball, swimming)
Staffed ATC in training room at NFHS (3pm-6pm) M-F on non-game days
On-site ATC for home football, home men's and women's soccer games, home men's and women's volleyball matches, home women's swim meets
ATC for away Varsity and JV football games
ATC for Home modified football games
Saturday hours TBD based on practice schedule and game schedule

Winter season:

ATC for home NFL (Niagara Frontier League) wrestling matches (No tournaments unless held at NFHS), Home men's and women's basketball games. Travel with basketball during playoffs when feasible.
ATC for home men's swim meets
ATC for home modified wrestling matches
ATC for home and away Varsity federation hockey games schedule TBD and ATC for playoff games.
Staffed ATC in training room at NFHS (3pm-6pm) M-F on non-game days
Saturday hours TBD as per need

Spring season:

ATC for home baseball/softball games, home track meets, and JV and Varsity Women's Lacrosse games
Staffed ATC in training room at NFHS (3pm-6:00pm) M-F on non-game days
Saturday hours TBD as per need

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016

WHEREAS, The principle of self-insurance for workers' compensation is fiscally sound;
and

WHEREAS, NCA Comp has acted as Service Agent for the District's self-insurance Workers' Compensation Program; and

WHEREAS, Monies in the amount of \$943,630.00 from appropriation code A9040.804 have been budgeted which includes the Service Agent's fee; and

WHEREAS, NCA Comp has provided quality management services in the past; therefore be it

RESOLVED, That the Board of Education approve the Agreement, attached hereto, with NCA Comp to act as Service Agent for workers' compensation matters for the period July 3, 2015, through June 30, 2016; and

RESOLVED, That NCA Comp be paid a fee of \$46,921.53 annually at a rate of \$3,910.13 per month for the duration of the contract; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**SELF-INSURED WORKERS' COMPENSATION
ADMINISTRATIVE AGREEMENT**

THIS AGREEMENT, is made this _____ day of _____, 2015, by and between the City School District of the City of Niagara Falls, hereinafter referred to as the Client, incorporated under the laws of the State of New York and having its office for the transaction of business in Niagara Falls, New York, and NCAComp, Inc., a domestic corporation organized under the laws of the State of New York, having an office for the Transaction of business at 14 Lafayette Square, Ste 700, Buffalo, New York 14203, hereinafter referred to as the Service Representative.

WITNESSETH

WHEREAS, Client has duly qualified certain of its legal entities as Self-Insurers under the Workers' Compensation Laws of the State of New York, and desires to provide for claim and administrative services in connection with its self-insurance program and investigation and handling of claims arising under the Workers' Compensation Laws in connection with the past, present or future self-insured operations of the Client in said state, and:

WHEREAS, the Service Representative is engaged in the business of providing the desired services.

NOW, in consideration of the mutual promises herein contained, the parties agree as follows:

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016 (cont'd.)

ARTICLE I

TERM: The Client hereby retains the Service Representative to perform the services hereinafter enumerated for the term of one (1) year beginning July 3, 2015 and ending July 7, 2016 or the date of the Client's 2016-2017 Organizational Meeting whichever occurs sooner, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to the Service Representative of its intention to terminate. Client agrees to pay the Service Representative the fees and remuneration hereinafter provided for; and the Service Representative hereby accepts such retainer and agrees to perform such services for the Client for the duration of such terms and agrees to accept in full payment for such services, said fees and remuneration.

ARTICLE II

SERVICES TO BE PROVIDED:

The services to be performed by the Service Representative are the following, insofar, as they connected with the Client's operation in the State of New York:

1. Preparation of workers' compensation forms SI-4, SI-4.1, SI-4.2, SI-10.1, SI-10.1M and GA1.6 for the Self-Insurance Office as required by the Laws of New York.
2. Making periodic visits to the State Self-Insurance Office to discuss increases and decreases of security deposit and the general status of self-insurance.
3. Preparation and filing of claim forms required by the Workers' Compensation Law.
4. Maintain complete claim files.
5. Investigating claims under the said Workers' Compensation Law as Service Representative deems appropriate. All costs of such investigations shall be charged to the claim file. These costs will not be incurred without the consent and approval of the Client.
6. Preparing and mailing compensation payment drafts or checks.
7. Preparing and providing monthly or quarterly reports of accidents which have been reported to the Service Representative by the Client, together with cost summaries, whenever requested by the Client.
8. (a) Arrange for representation at Workers' Compensation hearings before Administrative Law Judges of the Workers' Compensation Board by licensed or legal representative with the cost of such representation being paid as a claim file expense.

(b) Implementing Client's instructions to refer to and cooperate with legal counsel, designated by the Client, on selected claims for handling in either administrative or court proceedings, with the cost thereof being borne by the Client; and

(c) Withdrawing representation for the Client in those claims where the Service Representative cannot adequately represent the interests of multiple employers with respect to a single claimant and the Client is likely to be adversely affected by the Service Representative's multiple representation, where upon the Client will retain legal counsel of its choice, at its own expense, to serve as the employer's representative in all such claims.
9. In the event of an appeal, retaining competent legal services to execute said appeal and provide representation, if necessary at Board Panel hearings with such expenses to be treated as a claim file expense.
10. In the event of an appeal of the Appellate Court, the Service Representative will recommend legal counsel to the Client. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be borne by the Client and paid as a claim file expense.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016 (cont'd.)

11. Provide and/or coordinate medical case management when, in the judgment of the Service Representative, it is in the Client's best interest. Case management expenses are to be paid as a claim file expense.
12. Arrange for the review of all medical bills for conformance with the New York WC fee schedule and reduce these bills to the proper amount when the fee schedule is exceeded. Charges for bill review services are to be paid as a claim file expense.
13. Create customized reports for client when requested to do so. Any necessary charges for this service will be passed through Service Representative to Client at cost, without markup.
14. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. The Service Representative agrees to turn over to the Client all records pertaining to this program at the completion of this agreement. Client shall pay any expenses of transferring data to Client at the end of this Agreement.
15. Maintain bonding in accordance with prudent practices and supply Client with evidence of bonding upon request.
16. The services herein provided for will also be performed in connection with any existing self-insured claims.
17. When Service Provider is the Broker of Record on the Client's excess workers' compensation insurance policy, to make the required reports to the excess carrier including the first report of injury. When specific or aggregate excess claims are established, to make periodic reimbursement requests to the excess carrier on behalf of the Client.

ARTICLE III

THE CLIENT AGREES:

1. To promptly report to the Service Representative all accidents coming to its attention involving any of its employees in New York. These reports shall be on forms as directed by the New York Workers' Compensation Board.
2. To pay to the Service Representative as full compensation for services as enumerated herein, an annual fee amounting to \$46,921.53 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:
 - (a) On the first day of July 2015, and on the first day of each month thereafter during the term of this Agreement, the sum of \$3,910.13
 - (b) In addition to Service Provider's fee, Client shall be responsible for all claim file expenses identified herein.
3. Reasonable charges may be made by the Service Representative for complying with new regulations or new reporting requirements that may be adopted by the Workers' Compensation Board or any other regulations adopted by any other government agency which requires the Service Representative to invest in new software and/or hardware. Service Representative shall notify the Client at least 30 days prior to additional charges. Additional charges shall be negotiated with the Client but in no event shall exceed 5% of the annual contract price.
4. To provide sufficient funds in the claims account to enable Service Representative at all times to pay Claims and Loss Adjustment Expenses in accordance with the terms and conditions of this Agreement.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016 (cont'd.)

5. To authorize and hereby does authorize Service Representative to withdraw from the claims account such funds as may be necessary to enable Service Representative to pay claims, claim expenses and the Service Representative Fee referred to in paragraph 2 and 3 of Article III.
6. To pay the cost of programmers' time (at a rate not to exceed the cost to the Service Representative, without markup) required to create customized reports which are requested by the Client. This includes the cost to create an online environment to allow Client direct access to their claim files on the Service Representative's computer system.
7. To indemnify and hold Service Representative harmless from and against any and all expenses incurred by Service Representative by reason of claims or allegations of third parties in connection with the performance of this Agreement including any damage or expense incurred by reason of (i) any act or omission of Service Representative taken or omitted to be taken at the direction of Client; (ii) Service Representative being named in litigation in connection with or related to its services hereunder; (iii) Service Representative failure to settle a Claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent, or willful act, error or omission by Service Representative); or (iv) Service Representative's failure to pay any claim or Loss Adjustment Expense on a timely basis due to Client's failure to comply with Article III, Paragraphs 3 and 4 hereunder.

ARTICLE IV

INSURANCE:

To the fullest extent permitted by law, the Service Representative shall indemnify and hold harmless the Client, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the second party and its agents, servants and/or employees.

The Service Representative shall maintain general liability insurance in amounts acceptable to the second party. All policies shall name the Client as an additional part insured. Certificates of insurance shall be filed with the Client prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that the coverage afforded under the policies will not be cancelled until at least thirty days prior written notice given to the Client Service Representative is responsible for all withholding taxes, insurances and unemployment.

ARTICLE V

GOVERNING LAW:

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of New York.

ARTICLE VI

INVALID PROVISIONS:

In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with applicable law, then the validity of the other provisions of this Agreement shall not be deemed to be adversely affected but shall remain in full force and effect.

ARTICLE VII

AMENDMENT AND WAIVER:

No amendment or waiver of any provision of this Agreement, and no consent to any departure therefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No notice or any other communication given by one party hereto to the other party shall be construed to constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016 (cont'd.)

ARTICLE VIII

ENTIRE AGREEMENT:

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exists no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

ARTICLE IX

NOTICES:

All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to Service Representative:

NCAComp, Inc.
Rand Building, Suite 700
14 Lafayette Square
Buffalo, NY 14203

If to Client:

City School District of the City of Niagara Falls
630 66th Street
Niagara Falls, NY 14304

ARTICLE X

ASSIGNMENT:

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE XI

BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

ARTICLE XII

DISPUTE RESOLUTIONS:

Any disputes under this Agreement shall be finally determined by a single arbitrator in arbitration proceedings, which may be brought by either party, in Buffalo, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event of any arbitration in any way arising out of or relating to this Agreement, each party shall pay their own costs and expenses. Notwithstanding the foregoing, either party may at its option avail itself of any and all legal remedy it has in law or in equity including commencing an action at law for damages resulting from the claimed violation of any provisions of this Agreement, upon giving the other party 30 days notice of its intention to commence such action instead of proceeding with arbitration.

ARTICLE XIII

COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 3, 2015 TO JUNE 30, 2016 (cont'd.)

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

For: **City School District of the
City of Niagara Falls**

For: NCAComp, Inc.

By: _____

By: _____

Name: _____

Name: Erin E. Gregory

Title: _____

Title: VP, Business Development

Date: _____

Date: _____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.18 APPROVAL OF AGREEMENT WITH HANCI (CATARACT) FOR UNIVERSAL PRE-SCHOOL SITE 2015-2016

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That the Board of Education approve the attached Agreement with HANCI for the Universal Pre-Kindergarten Program at Cataract Elementary Site; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement.

**6.18 APPROVAL OF AGREEMENT WITH HANCI (CATARACT) FOR
UNIVERSAL PRE-SCHOOL SITE 2015-2016 (cont'd.)**

**UNIVERSAL PRE-SCHOOL SITE AGREEMENT
HANCI – CATARACT SITE**

This Agreement, made this 1st day of September, 2015, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the **HEALTH ASSOCIATION OF NIAGARA COUNTY, INC.** (HANCI), 1302 Main Street, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2015-16 school year, commencing on or about September 1, 2015, and ending on June 30, 2016, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$46,300 to be broken down into four (4) payments:

\$11,575 October 1, 2015; \$11,575 December 1, 2015; \$11,575 March 1, 2016; and \$11,575 June 1, 2016. Payment will be promptly made by the School District upon receipt of money from the State Education Department.
4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall commence September 1, 2015 and terminate June 30, 2016 provided, however, that in the event the Agency is unable to enroll students or fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

HEALTH ASSOCIATION OF
NIAGARA COUNTY, INC.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

By: _____
Authorized Agency Personnel

By: _____
President

6.18 APPROVAL OF AGREEMENT WITH HANCI (CATARACT) FOR UNIVERSAL PRE-SCHOOL SITE 2015-2016 (cont'd.)

STATE OF NEW YORK)

COUNTY OF) ss:

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA) **) ss:**

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.19 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR TWO (2) 4-YEAR OLD PROGRAMS FOR UNIVERSAL PRE-SCHOOL SITE 2015-2016

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

6.19 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR TWO (2) 4-YEAR OLD PROGRAMS FOR UNIVERSAL PRE-SCHOOL SITE 2015-2016

RESOLVED, That the Board of Education approves the attached Agreement between the City School District of the City of Niagara Falls and LaSalle Early Childhood Center, Inc. Prekindergarten – for a 4-Year Old Program for Universal Prekindergarten; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement.

**UNIVERSAL PRE-SCHOOL SITE AGREEMENT
LASALLE EARLY CHILDHOOD CENTER, INC.
PREKINDERGARTEN-4 YEAR OLD PROGRAM**

This Agreement, made the 1st day of September 2015, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and **LASALLE EARLY CHILDHOOD CENTER, INC.**, 8477 Buffalo Avenue, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2015-16 school year, commencing on or about September 1, 2015, and ending on June 30, 2016, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$46,300 to be broken down into ten (10) payments of \$4,630 each payable on the 30th of each month commencing with September 30, **2015**, to service Universal Prekindergarten students. Payment will be promptly made by the School District upon receipt of money from the State Education Department.
4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.

6.19 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR TWO (2) 4-YEAR OLD PROGRAMS FOR UNIVERSAL PRE-SCHOOL SITE 2015-2016

5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall commence September 1, 2015 and terminate June 30, 2016 provided, however, that in the event the Agency is unable to enroll or fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

LASALLE EARLY CHILDHOOD
CENTER INC.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

By: _____

By: _____

Authorized Agency Personnel

President

STATE OF NEW YORK)

) ss:

COUNTY OF)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.20 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2015-2016

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That the Board of Education approves the attached Agreement between the City School District of the City of Niagara Falls and the YMCA Buffalo Niagara Falls Branch; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement.

UNIVERSAL PRE-SCHOOL SITE AGREEMENT YMCA BUFFALO NIAGARA FALLS BRANCH HARRY F. ABATE ELEM. SCHOOL

This Agreement, made July 3, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the YMCA Buffalo Niagara Falls Branch, 1317 Portage Road, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2015-16 school year, commencing on or about September 1, 2015, and ending on June 30, 2016, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$46,300 to be broken down into four (4) payments:

6.20 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2015-2016 (cont'd.)

\$11,575 October 1, **2015**; \$11,575 December 1, **2015**; \$11,575 March 1, **2016**; and \$11,575 June 1, **2016**. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.

5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

6. This Agreement shall commence September 1, 2015 and terminate June 30, 2016 provided, however, that in the event the Agency is unable to enroll 16 students per class or if it initially enrolls 16 students per class but fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

YMCA BUFFALO
NIAGARA FALLS BRANCH

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

By: _____
Authorized Agency Personnel

By: _____
President

STATE OF NEW YORK)

COUNTY OF) **) ss:**

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA)

) ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.20 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2015-2016 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.21 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS TO PROVIDE ALL SERVICES FOR THE BILLING AND COLLECTION OF PROPERTY TAXES FOR REAL PROPERTY TAXES LEVIED BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District levies an amount taxes each year as a portion of its total revenues to support the operations of the District; and

WHEREAS, The District is responsible for the collection of taxes from residents (homestead) and businesses (non-homestead) derived from the budget approved tax levy amount; and

WHEREAS, The District has appointed the Administrator of School Business Services as its Tax Collector; and

WHEREAS, The District has contracted in the past to use the City of Niagara Falls as its agent to perform the services of billing and collection of the School District tax levy; and

WHEREAS, The District wishes to continue this agreement for the 2015-2016 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2014-2015) of \$61,631.30 increased by the Regional Northeast CPI for calendar year 2015, when it has been determined, which includes the cost of postage; therefore be it

RESOLVED, That the Board of Education hereby agrees to retain the services of the City of Niagara Falls for the purpose of providing all necessary services for the billing and collection of the School District's tax levy for 2015-2016; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and be it further

RESOLVED, That the President of the Board be and he hereby is authorized and directed to execute the Agreement; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.21 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS TO PROVIDE ALL SERVICES FOR THE BILLING AND COLLECTION OF PROPERTY TAXES FOR REAL PROPERTY TAXES LEVIED BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

AGREEMENT BETWEEN CITY AND SCHOOL BOARD FOR THE COLLECTION OF SCHOOL TAXES

The City of Niagara Falls will accept all responsibility for the billing and collection of property taxes for real property taxes levied by the City School District of the City of Niagara Falls. Funds will be deposited into City School District of the City of Niagara Falls accounts daily, with records available to the City and School District. The City will provide the School District with an electronic record of the tax roll and the City will process school tax searches and necessary inquiries.

Monthly reports of paid and unpaid taxes and deposits will be furnished to the School District as well as a final paid and unpaid tax register as of the end-of-the-month tax collection period.

The School District will compensate in fiscal year 2015-2016 the City of Niagara Falls the amount of \$61,631.30 plus the CPI increase for calendar year 2015 when it has been determined, which compensation shall include postage.

In the event that the banks which assist in tax collections at any point withdraw their waiver of fees the School District will additionally pay all bank fees.

The contract period will begin July 3, 2015 and end on June 30, 2016. Payments will be due from the School District by January 15 of each paid fiscal year. The City of Niagara Falls agrees to bill the District annually after the CPI for the calendar year 2015 has been determined. Payment shall be made within thirty days of such billing.

City School District of City of Niagara Falls authorizes and the City of Niagara Falls accepts establishment of the City Treasurer's Office as an authorized facility for payment of non-delinquent school taxes. The City shall deposit these payments daily at a banking institution specified by School District.

The Agreement is terminable by 30 days written notice at the discretion of either party. In the event the Agreement is terminated, the base fee of \$61,631.30 plus the CPI for calendar year 2015 will be calculated on a per diem rate for the year in which the Agreement is terminated.

CITY OF NIAGARA FALLS, NEW YORK

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Mayor

President

CITY CLERK

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2015

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District is obligated to provide a summer camp experience for Early College High School Students; and

WHEREAS, Niagara University will provide 4 summer camp experiences tailored to the students enrolled in either Cohort 1, Cohort 2, Cohort 3, or Cohort 4 of Early College High School; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$40,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing July 5, 2015 and ending August 31, 2015; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for Early College High School Summer Camp 2015; and further

RESOLVED, That the agreed upon fee for the period July 5, 2015 through August 31, 2015, is not to exceed \$40,000.00; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
SERVICE CONSULTANT BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 3rd day of July 2015, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, P. O. Box 1930, Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of the Early College High School Summer Camp for Cohorts 2, 3, 4, and 5 students, and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2015 (cont'd.)

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Early College High School Summer Camp **2015**:

- a) A supervised summer camp experience for Cohort 2 students during the months of July 2015 and August 2015, on dates to be mutually agreed upon, where students will be given the opportunity to participate in two (2) separate college credit bearing courses on campus;
- b) A supervised summer camp experience for Cohort 3 students during the months of July 2015 and August 2015, on dates to be mutually agreed upon, where students will be given the opportunity to participate in one (1) college credit bearing course on campus;
- c) A supervised summer camp experience for Cohort 4 and Cohort 5 students during the months of July 2015 and August 2015, on dates to be mutually agreed upon;

All of the functions will be performed by the party of the University or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. The University and/or its subcontractor shall possess a thorough knowledge of language arts and mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of a payment invoice, the District shall pay to the University its services hereunder a sum not to exceed \$40,000.00. Payment checks payable to the order of the University shall be deemed full payment to and acquittance by the University.

5. Indemnification. To the fullest extent permitted by law, the University shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2015 (cont'd.)

7. Term of Contract. This contract shall be effective from July 5th 2015 to August 31st 2015, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Indemnification Clause: The University shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

9. Insurance Clause: The University shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

10. Assignment: The services to be rendered by the University under this Agreement are unique and personal. Accordingly, the University party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

11. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NIAGARA UNIVERSITY

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2015 (cont'd.)

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/15—06/30/16

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District desires to retain Battaglia & Associates Resource Development Consultants, Inc. as an independent consultant to render professional grant application preparation services; and

WHEREAS, The current term of this Contract for such purpose is July 3, 2015 through June 30, 2016; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Attachment A); therefore be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the City School District of the City of Niagara Falls and Battaglia & Associates Resource Development Consultants, Inc., attached hereto, be approved; and be it further

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/15—06/30/16 (cont'd.)

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Battaglia & Associates Resource Development Consultants, Inc., 4498 Main Street, Suite 22, Amherst, NY 14226, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
- c. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/15—06/30/16 (cont'd.)

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for her services as per “Attachment A”. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

In addition to payment upon invoice for duties performed per “Attachment A”, in the event the Superintendent of Schools requests that the Consultant(s) attend seminars and/ or conferences pertinent to potential grant opportunities which may benefit the District, its students, staff and programs, the second party shall also submit invoices and receipts for travel and attendance at such seminars and/or conferences. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. License: The second party shall have a valid NYS Fundraising Council License as required by the New York State Office of the Attorney General.

6. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker’s Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

7. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

8. Term of Contract: This contract shall be effective from July 3, 2015 through June 30, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

9. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marie Battaglia

President, Board of Education

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/15—06/30/16 (cont'd.)

ATTACHMENT A
Battaglia & Associates Resource Development Consultants, Inc.
Fee Schedule

July 3, 2015 – June 30, 2016

The following fees apply for clients choosing grant preparation services on a project-by-project basis:

<u>Service</u>	Fee Not to Exceed
Federal grant preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation (e.g. letters of support, resumes, etc.), draft of budget and budget narrative, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, where they must be sent, how they must be bound, etc.)	\$6,250
State/local public funding source grant preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation if needed (e.g. letters of support, resumes, etc.), draft of budget and budget narrative, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, where they must be sent, how they must be bound, etc.)	\$3,125
Foundation/corporate proposal preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation if needed (e.g. letters of support, resumes, etc.), draft of budget and budget narrative as needed, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, to whom and where they must be sent, etc.)	\$1,250
Pre-Proposal Fee for grants and foundation requests	\$500

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/15—06/30/16 (cont'd.)

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of July 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LANGUAGE INTELLIGENCE, LTD JULY 3, 2015 - JUNE 30, 2016

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District is obligated to provide appropriate education services to students for whom English is a Second Language; and

WHEREAS, The District will provided qualified interpreters/translators for ESL students upon request, on an as-needed basis through a Contract with Language Intelligence, Ltd. which provides qualified interpreters/translators to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract vary depending upon the level/complexity of service required as outlined in the **attached contract** [\(BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.24\)](#); and

WHEREAS, The Contract shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LANGUAGE INTELLIGENCE, LTD JULY 3, 2015 - JUNE 30, 2016 (cont'd.)

RESOLVED, That the Board hereby approves the Contract with Language Intelligence, Ltd. to provide qualified language interpreter/translators for students for whom English is a Second Language upon request, on an as-needed basis, a copy of which is attached, for a period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 3, 2015 – JUNE 30, 2016

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District has utilized the services of U.S. Security Associates, Inc to provide daily security services for bank deposit pick-ups from all District schools.; and

WHEREAS, The District desires to desires to affirm and continue its contractual relationship with U.S. Security Associates, Inc; and

WHEREAS, The agreed upon fee for the services rendered by U.S. Security Associates, Inc. may be found in the attached contract; and

WHEREAS, The Contract shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 3, 2015 – JUNE 30, 2016 (cont'd.)

RESOLVED, That the Board hereby approves the Contract with U.S. Security Associates, Inc to provide daily security services for bank deposit pick-ups from all District schools, a copy of which is attached; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL SERVICE
BY INDEPENDENT CONTRACTOR
U.S. Security Associates, Inc. Agreement**

This agreement for security and/or patrol services is made between, U.S. Security Associates, Inc., 625 Delaware Avenue Suite 200, Buffalo, New York 14202 and, City School District of The City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 commencing July 3, 2015 – June 30, 2016.

U.S. Security Associates, Inc, Inc. and City School District of the City of Niagara Falls mutually agree to the following:

1. U.S. Security Associates, Inc, will provide daily security services for bank deposit pick-ups from all District schools located within the City of Niagara Falls.
2. U.S. Security Associates, Inc, services will be provided by one unarmed uniformed security officer. The security officer will provide his/her own transportation for the bank deposit pick-ups at no cost to the School District.
3. U.S. Security Associates, Inc. shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
4. U.S. Security Associates, Inc. shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

Rates:

1. U.S. Security Associates, Inc. will be compensated for services not to exceed Twenty (20) hours per week in accordance with the following rate schedule:
 - a. Straight Time \$18.92 per hour
 - b. Overtime (1.5) \$28.38 per hour
 - c. Holiday Time (1.5) \$28.38 per hour
2. Service will be billed monthly. Payment is due upon receipt of the bill.

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 3, 2015 – JUNE 30, 2016 (cont'd.)

Termination:

1. This agreement shall commence July 3, 2015 and terminate June 30, 2016 provided however this Agreement may sooner terminate upon either party giving the other 30 day written notice of its intention to so terminate the Agreement. Changes may likewise be initiated by either party, in writing, 30 days prior to effective date of the change.

For City School District of The City
Of Niagara Falls

For U.S. Security Associates Inc.:

Name

Name

Title

Date

Title

Date

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/3/2015-6/30/2016

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District desires to enter into an agreement with FJC Security, Inc. as a consultant in the areas of safety and security programs for grades Pre-K-12; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with FJC Security, Inc. for consulting services for the period beginning July 3, 2015 and terminating June 30, 2016; and

WHEREAS, The fee for these services shall be paid at a rate of \$20,970.72 and be paid at the rate of \$1,747.56 per month for 12 months with the last payment due June 30, 2016; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Safety/Security Programs between the City School District of the City of Niagara Falls and FJC Security, Inc. , attached hereto, be approved; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This Agreement, made this 3rd day of July 2015, by and between the City School District of the City of Niagara Falls, New York, 630-66th Street, Niagara Falls, New York 14304, the First Party, and FJC Security, Inc, 243-83rd Street, Niagara Falls, New York 14304, the Second Party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an Independent Contractor to render to the First Party Professional Consulting Services in the area of security/safety hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to security/safety and shall include by not be limited to the following:
 - a. Develop security and safety programs for Pre-K-12 students
 - b. Oversee the police security program for all schools
 - c. Oversee the safety officers appointed by the District
 - d. Develop teacher training programs in the area of safety
 - e. Oversee the School District's Safety Committee

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/3/2015-6/30/2016 (cont'd.)

All of these functions shall be performed in consultation with the Superintendent of Schools.
The consultant should possess a thorough knowledge of security and safety procedures.

3. Relationship Between the Parties. The Second party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the Professional Consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of Independent Contractor only, and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of Independent Contractor.
4. Compensation to the Second Party. Upon receipt of an invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party for his services hereunder \$20,970.72 payable in twelve (12) installments of \$1,747.56 commencing on August 1, 2015 and the first day of each month thereafter with the last payment due on June 30, 2016. Payment checks payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.
6. Taxes and Insurance. The Second Party is responsible for all withholding taxes, insurance, unemployment and Worker's Compensation insurance as required by law. The Second Party shall maintain general liability insurance in amounts acceptable to the First Party, naming the First Party as an additional part insured. A Certificate of Insurance shall be filed with the First Party prior to the commencement of services.
7. Term of Contract. This Contract shall be effective from July 3, 2015 and continue through June 30, 2016, provided that any Party may at any given time terminate this Contract in all respects by giving to the other Party fifteen (15) days advance written notice of its election to terminate the same.
8. Assignment. The services to be rendered by the Second Party under this Agreement are unique and personal. Accordingly, the Second Party shall not transfer or assign any of the duties or obligations under this Agreement, and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement. This Agreement contains the entire Agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FJC SECURITY, INC.

CITY SCHOOL DISTRICT OF CITY
OF NIAGARA FALLS, NEW YORK

Francis J. Coney Jr. President

President

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/3/2015-6/30/2016 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared FRANCIS J. CONEY JR., President of FJC Security, Inc. to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/3/15 – 06/30/16

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, T.E.M.P. LLC will provide services pertaining to training teachers in using technology, and the integration of technology in the classroom to support district technology and curriculum initiatives; and

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/3/15 – 06/30/16 (cont'd.)

WHEREAS, The agreed upon fee for trainers for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 1200 hours for an average of 30 to 40 hours per week spread across multiple trainers; and

WHEREAS, The RTI Tier 3 interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 150 hours per week for a total not to exceed 1050 hours for up to 11 individuals performing the services.; and

WHEREAS, The Agreement shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the contract between the City School District of the City Of Niagara Falls and T.E.M.P., LLC for professional development services by independent Contract, attached hereto be approved; and

RESOLVED, That the agreed upon fee for the period July 3, 2015 through June 30, 2016 is forty-five dollars (\$45.00) per hour, for an average of 30 to 40 hours per week spread across multiple trainers; and

RESOLVED, The RTI interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 150 hours per week for a total not to exceed 1050 hours for up to 14 individuals performing the; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 3rd day of July, 2015, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and T.E.M.P., LLC, 8649 Hennepin Avenue, Niagara Falls, NY 14304, (hereinafter "T.E.M.P., LLC").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/3/15 – 06/30/16 (cont'd.)

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a. Performance in support of District Technology Initiatives
- b. Provide technology training for teachers using district technology resources
- c. Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d. Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his/her designee. T.E.M.P., LLC shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P., LLC. Upon receipt of payment invoices, the District shall pay to T.E.M.P., LLC for its services hereunder, a sum of:

- For trainers : Forty-five (\$45.00) per hour not to exceed 40 hours of service per week and 1200 hours for the term of this contract for 4 individuals performing the services.
- For interventionists: Thirty (\$30.00) per hour not to exceed 150 hours per week and 1050 hours for 14 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- Payment checks payable to the order of the T.E.M.P., LLC shall be deemed full payment to and acquittance by the T.E.M.P., LLC.

5. Indemnification. To the fullest extent permitted by law, T.E.M.P., LLC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/3/15 – 06/30/16 (cont'd.)

7. Term of Contract. This contract shall be effective from July 3, 2015 to

June 30, 2016, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty (30) days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

T.E.M.P., LLC

City School District of the
City of Niagara Falls

By _____
President

By _____
President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/3/15 – 06/30/16 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 3, 2015 – JUNE 30, 2016

Mrs. Rotella moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified sign language interpreters for deaf students upon request, on an as needed basis; and

WHEREAS, The District desires to continue a contractual relationship with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$120.00 minimum charge for the first one hour and a half of service and \$130.00 for two hours of service. It will be \$55.00 for each additional hour; or the premium rate, if requests are made with less than one full business days notice, of \$130.00 minimum charge for the first one hour and a half, \$140.00 for two hours of service and \$60.00 for each additional hour. If Special Circumstance requests are made after business hours the rate is \$140.00 for the first hour and a half and \$150.00 for two hours of service. A charge of \$65.00 for each additional hour, will be billed; and

WHEREAS, The Contract ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.28](#)) shall be effective for a term commencing July 3, 2015 and ending on June 30, 2016; therefore be it

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 3, 2015 – JUNE 30, 2016 (cont'd.)

RESOLVED, That the Board hereby approves the Contract with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$120.00 minimum charge for the first hour and a half of service, \$130.00 for two hours of service and \$55.00 for each additional hour; and the premium rate, if requests are made with less than one full business days notice, of \$140.00 minimum charge for the first hour and a half of service and \$150.00 for two hours of service and \$60.00 for each additional hour; and special circumstances rate will be \$65.00 per hour of service for a period commencing July 3, 2015 and ending on June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2015 – 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2015 – 2016 SCHOOL YEAR (cont'd.)

WHEREAS, The District has provided qualified LPNs for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Supplemental Health Care who will provide qualified LPNs to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$35.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.29](#)) hereto with Supplemental Health Care to provide qualified LPNs for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$35.00 per hour for a period commencing July 3, 2015 and ending June 30, 2016; and

RESOLVED, That the Contract is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2015 - 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2015 - 2016 SCHOOL YEAR (cont'd.)

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary mobility services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the attached Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and certified Orientation & Mobility Instructors (O&Ms) for vision – impaired students upon request, on an as needed basis, a copy of which is attached ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.30](#)), contract services effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement; and

RESOLVED, That the Agreement is subject to further modifications as may be required by the Superintendent of Schools and the Schools District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2015 - 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary mobility services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the attached Agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.31](#)) with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and New York Certified Teachers for the Visually Impaired (TVIs) for vision – impaired students upon request, on an as needed basis, a copy of which is attached, contract services effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement; and

RESOLVED, That the Agreement is subject to further modifications as may be required by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2015 – 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary evaluation services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and New York Certified Teachers for the Visually Impaired (TVIs) and Orientation & Mobility Instructors (O&Ms) for vision – impaired students evaluations upon request, on an as needed basis, a copy of which is attached, contract services effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.32](#)); and

RESOLVED, That the Agreement is subject to further modifications as may be required by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.33 APPROVAL OF AGREEMENT ADDENDUM FOR EVALUATION SCREENER WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2015 – 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary evaluation services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide Screeners specially trained and New York Certified Teachers for the Visually Impaired (TVIs) and Orientation & Mobility Instructors (O&Ms) for vision – impaired students evaluations upon request, on an as needed basis, a copy of which is attached, contract services effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement; and

RESOLVED, That the Agreement is subject to further modifications as may be required by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.



Early Education Program, 700 Sweet Home Road, Amherst, NY 14226 716-836-7556, fax: 716 837-2829

Addendum: Screeners for O&M and TVI evaluations/services

THIS SERVICES AGREEMENT made as of this July 3, 2015 between, the **City School District of the City of Niagara Falls**, Office of Special Education, 630-66th Street, Niagara Falls, NY 14304 (the "District") and **Elizabeth Pierce Olmsted, M.D. Center For The Visually Impaired**, a New York not-for-profit corporation with offices at 1170 Main Street, Buffalo, New York 14209 and services provided by the Olmsted Early Education Program, Located at 700 Sweet Home Road, Amherst, NY 14226 (the "Contractor").

**6.33 APPROVAL OF AGREEMENT ADDENDUM FOR EVALUATION
SCREENER WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE
VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY
EDUCATION PROGRAM FOR 2015 – 2016 SCHOOL YEAR (cont'd.)**

A screener is a preliminary appraisal to determine if a formal evaluation is warranted. If a screener is justified by the classroom teacher or therapist, a request will go to the District or Agency Director and the Olmsted Center will be notified.

The request will be given to a TVI/O&M instructor who will use one 'teaching session' to screen the student and communicate with the teacher/therapist to determine if the child is eligible for a TVI or O&M evaluation. At that time, the request will go to the District or Agency Director for approval and follow-through.

The cost of the screener will be at a one-time per week 'teaching session' billed upon completion and according to profession (TVI or O&M).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City School District of the City of Niagara Falls

Initials: _____

Elizabeth Pierce Olmsted, M.D. Center for Visually Impaired

Initials: _____

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ____ day of July, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.34 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract with Aspire Of Western New York, Inc. a copy of which is attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.34\)](#) for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.35 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

6.35 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with Autism Services, Inc. a copy of which is attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.35\)](#) for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.36 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

6.36 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2015-2016 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board approve the contract with Baker Victory Services Schools a copy of which is attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.36\)](#) for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.37 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2015 – 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, BHSC Support Services, Inc., provides the necessary on-site speech therapy at West Buffalo Charter School; therefore be it

RESOLVED, That the Board hereby approves the Agreement with BHSC Support Services, Inc. for on-site speech therapy at West Buffalo Charter School, a copy of which is attached, as it pertains to delivery of special education related services, effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.37\)](#) ; and be it further

6.37 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2015 – 2016 SCHOOL YEAR (cont'd.)

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.38 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2015 – 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the contract ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.38](#)) with the Buffalo City School District – School 84 for the period commencing September 1, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

6.38 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2015 – 2016 SCHOOL YEAR (cont'd.)

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.39 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.39\)](#) with Cantalician Center for Learning for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

6.39 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2015-2016 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.40 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.40\)](#) with Center for Handicapped Children for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the contract ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.41](#)) with Gateway-Longview for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the contract [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.42\)](#) with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific school districts may offer instructional programs that do accommodate these special educational needs; and

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with Kenmore-Tonawanda Union Free School District a copy of which is attached ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.43](#)) for the period commencing September 1, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLF ACADEMY UFSD-HOPEVALE CAMPUS FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLF ACADEMY UFSD-HOPEVALE CAMPUS FOR 2015-2016 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board approve the contract ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.44](#)) with Randolph Academy UFSD - Hamburg Campus for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District’s Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student’s needs; therefore, be it

RESOLVED, That the Board approve the Agreement ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.45](#)) with New Directions Family & Youth Services for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2015-2016 SCHOOL YEAR (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, The Niagara Falls Memorial Medical Center, provides the necessary on-site occupational therapy; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.46](#)) hereto with the Niagara Falls Memorial Medical Center for on-site occupational therapy as it pertains to delivery of special education related services, effective July 3, 2015 and ending June 30, 2016 at fees described in the attached Agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2015-2016 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, the Niagara Falls Memorial Medical Center provides the necessary on-site physical therapy; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.47\)](#) with the Niagara Falls Memorial Medical Center for on-site physical therapy as it pertains to delivery of special education related services, effective July 3, 2015 and ending June 30, 2016 at fees described in the attached agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2015-2016 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.48 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Community Based Therapies provides the necessary on-site occupational and/or physical therapy at West Buffalo Charter School; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Community Based Therapies for on-site occupational and/or physical therapy at West Buffalo Charter School, a copy of which is attached, as it pertains to delivery of special education related services, effective July 3, 2015 and ending June 30, 2016 at fees described in the attached Agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.48](#)); and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.49 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.49](#)) with Stanley G. Falk School for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.50 APPROVAL OF AGREEMENT WITH THE SUMMIT EDUCATIONAL RESOURCES FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

6.50 APPROVAL OF AGREEMENT WITH THE SUMMIT EDUCATIONAL RESOURCES FOR 2015-2016 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend placements based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.50\)](#) with Summit Educational Resources for the period commencing July 3, 2015 and ending June 30, 2016; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.51 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/3/15—06/30/16

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District has hired The Summit Center, Inc. as an independent agency to render professional services and consultation; and

WHEREAS, The current term of this contract is for the period July 3, 2015 through June 30, 2016; and

WHEREAS, The fee for these services shall be at the rate of \$150 per each hour served, not to exceed an annual total amount billed of \$12,000.00 (80 total hours) and will be billed monthly; therefore be it

6.51 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/3/15—06/30/16 (cont'd.)

RESOLVED, That the Contract for professional services and consultation by an independent contractor for consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an ASD between the City School District of the City of Niagara Falls and The Summit Center, Inc., attached ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 6, 6.51](#)), be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.52 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 1, 2015-JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District is committed to permitting community organizations to use its facilities for community purposes; and

WHEREAS, PAL desires to continue its education program and conduct various activities involving community and students; and

WHEREAS, The District is desirous to continue leasing space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

6.52 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 1, 2015-JUNE 30, 2016 (cont'd.)

WHEREAS, The Agreement will become effective July 3, 2015 and terminate June 30, 2016; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities which would be effective July 3, 2015 and terminate July 7, 2016 or the date of the District's 2016 – 2017 Organizational Meeting should it sooner occur.; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT BETWEEN
NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC.
AND
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

This Agreement, made this 3rd day of July, 2015, between the Niagara Falls Police Athletic League, Inc., ("League") and the City School District of the City of Niagara Falls, ("District").

WHEREAS, the District has constructed a new state-of-the-art high school facility portions of which are available to the public for community functions; and

WHEREAS, the League desires to continue its education program and conduct various activities involving community and students from an office to be located in the Niagara Falls High School; and

WHEREAS, The District desires to lease space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein the parties agree as follows:

1. The District agrees to:
 - a. Provide the League space at Niagara Falls High School to conduct its programs.
 - b. Provide the League with furniture and telephones provided, however, nothing herein shall obligate the District to furnish such items if not available or to replace such items, nor shall the District be obligated to furnish telephone service to the League, the cost of which will be incurred by the League.
 - c. Permit the League use of the areas during all times the Facility is opened according to a schedule determined solely by the District.

6.52 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 1, 2015-JUNE 30, 2016 (cont'd.)

- d. Provide linkages between/among the administrative leaders of the District with the administrative leaders of the League.

2. The League agrees to:

- a. Provide and facilitate programs throughout the District and the community, some of which include basketball, boxing, football, soccer, softball games/tournaments; Juvenile Justice Board; Kids Voting; Community Scholarship; and Tutoring and counseling.
- b. Save the District harmless from any and all legal actions, damages, losses, liability and expense for bodily or personal injury, loss of life and/or property damage arising out of the League's uses and occupancy of the area and/or program activities occasioned wholly or in part by any act or omission of the League, its agents, servants, employees, patrons, members, volunteers, contractors, artists, or others claiming and using the premises through the League and/or participating in the League's programs.
- c. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District, 4455 Porter Road, Inc., City of Niagara Falls, New York and the New York Power Authority as additional parties insured in an amount of Two Million dollars (\$2,000,000) together with an excess liability policy in a minimum amount of Five Million Dollars (\$5,000,000) for property damage arising from its use and occupancy and/or occurring on the premises.

The insurance shall be written by a company acceptable to the District and shall name the District, 4455 Porter Road, Inc., City of Niagara Falls, New York, and New York Power Authority as additional parties insured. The League shall furnish the District with certificates of such insurance, which certificates shall provide among other things that the insurance shall not be canceled except upon ten (10) days prior written notice to the District.

- 3. The District shall have the right to enter in and upon said area at all hours of the day during any term of this Agreement for any purpose whatsoever, but shall make reasonable effort not to disturb the area or disrupt the operations of the League.
- 4. At the expiration of this Agreement, the League will quit and surrender the area in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- 5. The initial term of this Agreement shall be July 3, 2015 through July 7, 2016 or the date of the District's 2016 – 2017 Organizational Meeting should it sooner occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for good reason upon giving the other party ninety (90) days written notice of its intent to so terminate, and this Agreement shall terminate ninety (90) days from the date of said notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above set forth.

City School District of the
City of Niagara Falls

Niagara Falls Police Athletic League,
Inc.

By: _____
President

By: _____

6.52 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 1, 2015-JUNE 30, 2016 (cont'd.)

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

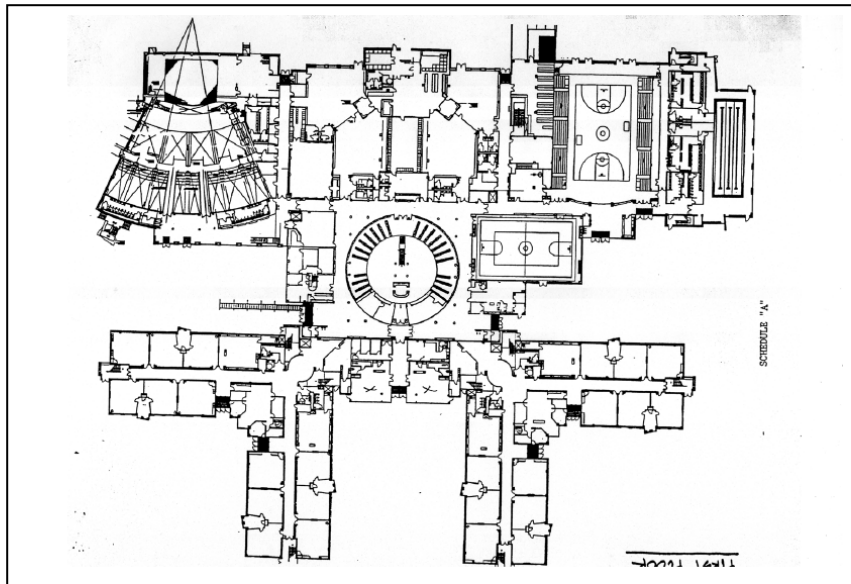
STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public



6.52 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 1, 2015-JUNE 30, 2016 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.53 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, BOCES Orleans/Niagara has utilized copy room space from the Board of Education in the past for its central printing services; and

WHEREAS, BOCES Orleans/Niagara is currently utilizing copy room space in the Board of Education Central Offices and is currently providing copying services to the District as required; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize and continue this arrangement; therefore be it

RESOLVED, That the Board of Education approve the Agreement [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.53\)](#) for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara commencing on the date(s) each school board approves the lease and continuing thereafter until terminated pursuant to the provisions of the Agreement.; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.53 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.54 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2015-16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Niagara Falls Teachers' Credit is leasing space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union wishes to enter into a renewal of said Lease Agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.54](#)) for space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Credit Union will continue both phone and internet service in their name and pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, The terms and conditions of the Lease Agreement are subject to the requirements of the School District Attorney; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community Education Center, 6040 Lindbergh Avenue, to July 7, 2016 or the date of the District's 2016 – 2017 Organizational Meeting should it sooner occur and providing among other things for rental of Three Thousand Dollars (\$3,000) for twelve (12) months to be paid at the rate of Two Hundred Fifty Dollars (\$250) per month and Credit Union continuing to pay for its own phone and internet services monthly; and

RESOLVED, That the Lease is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.54 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2015-16 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.55 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK FOR THE SERVICES OF AN OFFICER OF THE DAY FROM THE NIAGARA FALLS POLICE DEPARTMENT

Mrs. Rotella moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS The District wishes to enter into an Agreement with the City of Niagara Falls, New York for an Officer of the Day for the purpose of creating and maintaining a safe and orderly school environment; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve Agreement for these officers beginning on July 3, 2015 and terminating June 30, 2016; and

WHEREAS, The fee for these services shall be paid at a rate of Officer of the Day Program at Gaskill Prep School, LaSalle Prep School, and the Community Education Center, not to exceed \$95,000 in two equal payments on January 30, 2016 and June 30, 2016; therefore be it

RESOLVED, That the Board of Education hereby approves the Agreement between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York for the service of Police Officers to serve as Officers of the Day; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.56 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The law allows a school district to have a Claims Auditor for the purpose of reviewing all invoices and claim statements for accuracy and compliance, before payment; and

WHEREAS, The position could be either one held by an employee or outsourced by the District to an independent contractor; and

WHEREAS, Establishing a Claims Auditor position, whether by employment or by independent contract, will assist the District to effectively meet its claims audit responsibility and better ensure protection of District assets; and

WHEREAS, District staff, recognizing the excellent work and cooperation of the current claims auditor with District staff to keep accounts payable in compliance with laws and regulations, has recommended to renew the contract with the existing Independent Claims Auditor – Denise Kolber.

RESOLVED, The Board hereby approves the Contract with Denise Kolber for her to perform claims auditor services at the rate of \$36.05 per hour for a sum not to exceed \$32,500.00 unless otherwise increased by the Board of Education for a term commencing July 3, 2015 and ending June 30, 2016, a copy of which is attached; and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AN INDEPENDENT CONTRACTOR

This Contract made this 3rd DAY OF July, 2015 by and between the City School District of the City of Niagara Falls, 630 – 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and Denise Kolber (hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services as claims auditor as herein after described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.56 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding claims auditing, which services shall include, without limitation, the following:
 - a. Auditing of all District claims;
 - b. Verifying the legitimacy of all claims;
 - c. Verifying the authorization and approval of all claims
 - d. Verifying the mathematical correctness of each claim;
 - e. Verifying whether the claim is sufficiently itemized and documented;
 - f. Verifying whether the claim has adhered to all District policies;
 - g. Verifying whether the claim has met all legal and policy requirements pertaining to competitive bidding
 - h. Other duties as applicable to the claims audit function

All of these functions shall be performed under the direction of the Board of the First Party. The consultant should possess a thorough knowledge of the claims auditing process.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days and hours worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$32,500.00 unless otherwise increased by the Board of the First Party, to be paid at the rate of \$36.05 per hour. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance and professional liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6.56 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

6. Term of Contract. This Contract shall be effective from July 3, 2015 through June 30, 2016, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Second Party may not assign this Contract but may hire employees and/or assistants, provided however, the Second Party shall be responsible for all wages, benefits, and taxes for all employees and/or assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Denise Kolber

President

STATE OF NEW YORK)

) ss:

COUNTY OF)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/15—08/31/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District hired EPIC, Inc. as an independent agency to render professional parent involvement and engagement services; and

WHEREAS, The term of this contract is for the period September 1, 2015 through August 31, 2016; and

WHEREAS, The fee for these services shall not exceed \$20,615.00 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and EPIC, Inc., attached hereto, for professional parent involvement and engagement services be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR INDEPENDENT PARENT ENGAGEMENT AND INVOLVEMENT SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Every Person Influences Children, Inc., 1000 Main St. Street, Buffalo, NY 14202, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional parent involvement and engagement services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional parent involvement and engagement which services shall include but not be limited to the following:

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/15—08/31/16 (cont'd.)

- a. Selected family engagement services and workshops to be implemented in accordance with program guidelines as agreed to by the first party and the second party
- b. Assignment of part time personnel as determined by the family engagement needs assessment and mutual agreement between the first party and the second party
- c. Other activities as assigned

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of family engagement services and practices.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall invoice for services rendered at least quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This Contract shall be effective September 1, 2015 and terminate August, 31, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/15—08/31/16 (cont'd.)

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CIT SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President
Every Person Influences Children, Inc.

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/3/15—06/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District has hired Melinda A. Scime, Psychologist, PLLC. as an independent agency to render professional mental health counseling and consultation services; and

WHEREAS, The current term of the Contract is for the period July 3, 2015 through June 30, 2016; and

WHEREAS, The fee for these services shall not exceed \$30,000.00 and will be billed monthly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC., 1517 Main St. Street, Niagara Falls, NY 14305, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional mental health counseling and consultation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional mental health counseling and consultation which services shall include but not be limited to the following:

- a. individual mental health counseling services based on school referral and screening by the first party and the second party not to exceed 200 individual hours of counseling services.

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/3/15—06/30/16 (cont'd.)

- b. consultation services for development of a comprehensive, tiered, mental health counseling model

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of mental health counseling and consultation services and practices.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered at least monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This contract shall be effective from July 3, 2015 through June 30, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/3/15—06/30/16 (cont'd.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Melinda A. Scime, Ph.D.
Melinda A. Scime, Psychologist, PLLC

President

STATE OF NEW YORK)

COUNTY OF NIAGARA)

) ss:

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA)ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/15—08/31/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District has hired Northpointe Council as an independent agency to render professional drug abuse prevention and intervention services; and

WHEREAS, The current term of this contract is for the period September 1, 2015 through August 31, 2016; and

WHEREAS, The fee for these services shall not exceed \$8,000.00 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Northpointe Council., for professional drug abuse prevention and intervention services, attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Northpointe Council, 800 Main St., Suite 2A, Niagara Falls, NY 14301, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional drug abuse prevention and intervention services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional drug abuse prevention and intervention which services shall include but not be limited to the following:

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/15—08/31/16 (cont'd.)

- a. individual counseling services based on school referral and screening by the first party and the second party
- b. consultation services for development of a comprehensive, tiered, drug abuse prevention model
- c. small group or class-wide drug abuse prevention programming

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of drug abuse prevention and intervention services and practices.

- 3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
- 4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The Second Party shall invoice for services monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
- 5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
- 6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
- 7. Term of Contract: This contract shall be effective from September 1, 2015 through August, 31, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
- 8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/15—08/31/16 (cont'd.)

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

President, Northpointe Council

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/15—08/31/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

WHEREAS, The current term of this contract is for the period September 1, 2015 through August 31, 2016; and

WHEREAS, The fee for these services shall not exceed \$22,000 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between City School District of the City of Niagara Falls and Via Evaluation, Inc., for independent grant evaluation services, attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this **3rd day** of July, 2015 by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Analysis of all data necessary to meet requirements of the evaluation portion of the Community Schools Grant Initiative awarded by the New York State Education Department

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/15—08/31/16 (cont'd.)

- c. Customary Document Preparation and reporting of required data to appropriate parties

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The Second Party shall submit invoices not less than quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This Contract shall commence September 1, 2015 and terminate August, 31, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/15—08/31/16 (cont'd.)

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Gary Ciurczak
President, Via Evaluation, Inc.

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP)—VIA EVALUATION, INC. 7/1/15—6/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/1/15—6/30/16 (cont'd.)

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

WHEREAS, The current term of this contract is for the period July 3, 2015 through June 30, 2016; and

WHEREAS, The fee for these services shall not exceed \$28,000 and will be billed quarterly; therefore be it

RESOLVED, That the Contract for professional evaluation services by an independent contractor for independent grant evaluation between the Niagara Falls City School District and Via Evaluation, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY VIA EVALUATION, INC.**

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Analysis of all data necessary to meet requirements of the evaluation portion of the NCLB-Title II, Part B Math and Science Partnership Grant awarded by the New York State Education Department
- c. Customary Document Preparation and reporting of required data to appropriate parties

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/1/15—6/30/16 (cont'd.)

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. Invoice shall be submitted by the Second Party at least quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This contract shall be effective from July 3, 2015 through June 30, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Gary Ciurczak
President, Via Evaluation, Inc.

President

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/1/15—6/30/16 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.62 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, A Completed finalized budget infers that all accounts should be properly balanced, suggesting a need for budget transfers and amendments when necessary; and

WHEREAS, Budget transfers and amendments may be needed at times throughout the fiscal year and in the month of July and August 2015; therefore be it

6.62 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT (cont'd.)

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August as it pertains to the 2014-2015 budget; and

RESOLVED, That the Superintendent review and approve all such transfers and amendments with the understanding that the Board will receive a transfer and amendment register in August which will show all transactions made and approved by the Superintendent of Schools.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.63 APPROVAL OF AUTHORITY TO APPROVE CONSTRUCTION CONTRACT PROGRESS PAYMENTS

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, There are several capital projects currently under construction; and

WHEREAS, The Board does not hold regular meetings during the summer months; and

WHEREAS, It is necessary to allow for a procedure that provides for progress payments pending formal approval by the Board of Education; and

WHEREAS, Delays in the approval process of progress payments would affect the cost of carrying outstanding payables and cash flows; therefore be it

RESOLVED, That the Board of Education authorize the President of the Board of Education and the Superintendent of Schools to approve and make construction contract progress payments during the summer months; and

RESOLVED, That the proper documentation and copies approved by this procedure will be reported to the Board at the next regular meeting.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.64 APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH THE ORLEANS-NIAGARA BOCES, AND/OR VARIOUS MUNICIPALITIES AND GOVERNMENT AGENCIES

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, It is the plan of a number of public school districts in Orleans and Niagara Counties, New York, to bid jointly on bread/bread products, ice cream, chlorine, pizza, athletic equipment, custodial supplies, fuels and any other commodity items which would benefit the Niagara Falls School District; and

WHEREAS, The Board of Education of the School District of the City of Niagara Falls, New York, wishes to participate in the cooperative bidding program through BOCES and/or any other municipality or Government Agency which would benefit the District and expand its purchasing power. This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors; and

WHEREAS, The Board of Education of the School District of the City of Niagara Falls, New York, appoint the Purchasing Agent to represent it in all matters related above; therefore be it

RESOLVED, That the Board of Education of the **City** School District of the City of Niagara Falls, agrees to (1) abide by majority decision of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the group; (3) that after award of contract(s) it will conduct all negotiations directly with the successful bidder(s); (4) purchase from those bids awarded by other public entities which would be in the best interest of the City School District of the City of Niagara Falls.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.65 APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR SHARED COST OF ONGOING LEGAL FEES INVOLVING STATE AID FOR SMALL CITY SCHOOLS

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

6.65 APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR SHARED COST OF ONGOING LEGAL FEES INVOLVING STATE AID FOR SMALL CITY SCHOOLS (cont'd.)

WHEREAS, The Association's Litigation Steering Committee will set legal fees for its component districts for fiscal year July 3, 2015 – June 30, 2016, and will bill the City School District of the City of Niagara Falls for these fees once they have been set; and be it

RESOLVED, That the Board of Education hereby agrees to share in the legal costs to pursue this litigation through its membership with NYSASCSD; and

RESOLVED, That the cost for these legal fees for Fiscal Year July 3, 2015 – June 30, 2016 are approved up to and including, but not to exceed, \$70,000.00; and

RESOLVED, That the President of the Board be authorized and directed to approve the invoice for these fees for Fiscal year 2015-2016; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on this Invoice once it has been received by the District.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.66 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2015-2016

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District has the need to sell notes and bonds as part of its business and cash flow operations; and

WHEREAS, The District has received voter approval on its capital projects referendum in 2012-2013; and

WHEREAS, The District has determined that it wants to maximize the use school building aid, NYS EXCEL funding, Greenway financing and other creative financing instruments such as Quality Zone Academy Bonds (QZABs) to relieve the local residents of Niagara Falls from added costs to finance its capital projects; and

6.66 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2015-2016 (cont'd.)

WHEREAS, Capital Markets Advisors, LLC (CMA) is a highly respected local bond consultant with expertise in creative financing for school capital projects including the use of QZAB bonds; and

WHEREAS, The agreement was previously approved for a term of three (3) years from the date of the contract, subject to approval each year, and

WHEREAS, the District approved a three year contract with CMA on July 5, 2012; and

WHEREAS, The fee structure for CMA's services were included in the approved contract; and

WHEREAS, The fees for CMA's services connected with the issuance of bonds for capital projects will be included as incidental expenses in the capital projects budget for reimbursement through state aid, and

WHEREAS, An hourly rate of \$125.00 will be charged for other state aid filings and financial advisory services as the District may need from time to time, and, therefore, be it

RESOLVED that the Board of Education hereby agrees to retain Capital Markets Advisors, LLC as a bond consultant and financial advisor to the District for 2015-2016, and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.67 APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(B), 457(B) AND TAX-DEFERRED INVESTMENT PROGRAMS

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

6.67 APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(B), 457(B) AND TAX-DEFERRED INVESTMENT PROGRAMS (cont'd.)

WHEREAS, The City School District of The City of Niagara Falls has established a retirement plan (the "Plan") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, It is the recommendation of the administration that the District renew the services of the Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and

WHEREAS, The effective date of this Agreement is July 3, 2015, expiring on June 30, 2016 unless cancelled by either party with 30 days written notice;

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in;

WHEREAS, the District has selected the Limited Preferred Provider Program option for a 2015-16 cost of \$1,500.00 with an additional cost of \$900.00 for 25 Non-P3 Service Provider accounts that will be reimbursed to the district from Carroll Financial Services, Inc. ; therefore be it

RESOLVED, That the Board approve the Agreement with Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and further be it

RESOLVED, That the annual maintenance fee for 2015-2016 is \$2,400.00, of which, \$900.00 will be reimbursed to the district by Carroll Financial Services, Inc. for a net cost of \$1,500.00; and further be it

RESOLVED, That this Agreement will commence on July 3, 2015 and expire on June 30, 2016 unless cancelled by either party with 30 days written notice; therefore be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Services Agreement Reinstatement from OMNI attached approving the re-enrollment of the District in their Preferred Provider Program for 2015-2016.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.68 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/15-06/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS The City School District of the City of Niagara Falls wishes to enter a partnership agreement with Orleans/Niagara Board of Cooperative Educational Services (BOCES) for the provision of ABE/TASC preparation to students aged 17-20; and

WHEREAS, BOCES Orleans/Niagara is an accredited educational institution capable of providing such services; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize this partnership arrangement; and

WHEREAS, An agreement covering the term September 1, 2015 through June 30, 2016 has been requested and is attached; therefore be it

RESOLVED, That the Board of Education approves the Partnership Agreement for the provision of ABE/TASC preparation to students aged 17-20 for the term September 1, 2015 – June 30, 2016 and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**PARTNERSHIP AGREEMENT
between
ORLEANS/NIAGARA BOCES
and
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

This Partnership Agreement is entered into by the City School District of the City of Niagara Falls and Orleans/Niagara BOCES. The City School District of the City of Niagara Falls' principal place of business is at 630 66th Street, Niagara Falls, NY 14304. The Orleans/Niagara BOCES principal place of business is at 4232 Shelby Basin Road, Medina, New York 14103.

The CitySchool District of the City of Niagara Falls wishes to enter into an agreement with Orleans/Niagara BOCES (BOCES), an accredited educational institution capable of providing training described in contract.

BOCES agrees to:

- Provide a literacy instructor for 20 hours per week to teach ABE/TASC preparation to student drop-outs aged 17 to 20 at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.

6.68 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/15-06/30/16 (cont'd.)

- Provide ABE/TASC instruction for all student drop-outs 17 to 20 years old who attend BOCES adult ABE/TASC preparation classes at the Trott Building, Caroline's House, and the Salvation Army.
- Classroom enrollment format will be open entry/open exit with a maximum size of twenty students at any one time at the 6040 Lindbergh Avenue, Niagara Falls, NY 14304, location.
- Provide all books and materials required for the program.
- Provide assessment staff and materials to include pre and post TABE/BEST Plus testing.
- Provide case management as needed or requested by the instructor and/or student.
- Provide clerical support for all data collection and recording. BOCES will collect and record attendance daily on each student 17 to 20 years old.
- Provide a designated contact person, responsible for communications, questions and deliverables as provided for in this partnership agreement.
- Require original signatures on written authorizations for release of any academic information to be provided to the academic partner prior to release-requested information in compliance with FERPA regulations.

City School District of the City of Niagara Falls agrees to:

- Pay the consideration of no more than \$25,000 to cover the cost to deliver the ABE/TASC program to the participants. Payments to BOCES will be made regardless of student participation once the course has commenced.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304, at no cost to BOCES.
- Provide security in the building when classes are in session.
- Provide enrollment registrations for each student, including verification of student's age.
- Provide verification of each enrollee's drop-out status.

Terms: Program Cost is \$25,000 for the period of July 3, 2015, through June 30, 2016. Payments are to be made in 2 equal installments. The first installment of \$12,500 is due on December 1, 2015, and the second installment of \$12,500 is due on June 1, 2016. This program is not BOCES aidable.

The BOCES will invoice the City School District of the City of Niagara Falls 30 days in advance of the due date of each payment.

Payment: Contractee agrees to pay BOCES the full tuition costs and allowable fees regardless of student participation once the program has commenced. Students will not be responsible for paying any fees directly to the academic institution.

6.68 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/15-06/30/16 (cont'd.)

Termination: Either party may cancel this Agreement upon 45 days written notice to the other party. In the event of cancellation of the Agreement, any services rendered by the BOCES, but not yet paid for, will be due from the contractee upon cancellation.

IN WITNESS WHEREOF, the parties listed below hereto have agreed to this Partnership Agreement and its contents.

Board President

Date

For the Contractee

Date

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the **City** School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.69 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/15-8/31/15

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District has leased classroom facilities to Board of Cooperative Educational Services (BOCES) for Summer School; and

WHEREAS, BOCES is again requesting Lease of fifty (50) rooms in Niagara Falls High School, which Lease will commence 7/3/15 and terminate 8/31/15; and

WHEREAS, A Lease has been negotiated with BOCES providing among other things for rental, computed on an hourly rate, and for reimbursement to the District for actual costs incurred in furnishing other services; and

WHEREAS, Board action is required at this time in order that BOCES can occupy the premises to conduct Summer School; now therefore it be

RESOLVED, That the Lease for classroom facilities at Niagara Falls High School by Board of Cooperative Educational Services for period 7/3/15-8/31/15, attached hereto, be approved; and further be it

RESOLVED, That the Lease is subject to further modifications by the Superintendent of Schools or the School District Attorney as they may deem appropriate; and further be it

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**ORLEANS-NIAGARA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
4232 SHELBY BASIN RD
MEDINA NY 14103**

LEASE DOCUMENT

The Board of Education of the **City School District of the City of Niagara Falls** hereby agrees to lease the facilities described below to the Board of Cooperative Educational Services of Orleans and Niagara Counties. The Board of Cooperative Educational Services of Orleans and Niagara Counties hereby agrees to take the facilities for the term below specified. This Agreement and the Lease of the facilities shall take effect on 7/3/15 and shall terminate on 8/31/15. Payment of the rent shall be made annually in the first scheduled lease payment in November, 2015. The rent amount will be determined by actual program usage calculated on an hourly basis as described below.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall (a)to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement; (b)shall maintain general liability in the minimum amount of \$1,000,000.00 each occurrence with aggregate amount of

6.69 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/15-8/31/15 (cont'd.)

\$2,000,000.00 and an excess liability coverage of \$5,000,000.00 for loss of life or bodily injury to one or more persons and property damage. All policies shall name the District, as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

In the event of destruction or damage of the leased premises rendering the same untenable by BOCES for its purposes, there shall be an abatement and/or pro rata adjustment of the rents due hereunder.

The facilities which are the subject of this Lease are estimated to be **50 rooms at the Niagara Falls High School.**

The Board of Cooperative Educational Services of Orleans and Niagara counties shall pay rent based on an hourly rate. The hourly rate is calculated based on the current school year classroom rate as follows:

Annual classroom rate ÷ 200 days ÷ 7.5 hours/day = hourly rate

\$8,000 ÷ 200 days ÷ 7.5 hours/day = \$5.33 hourly rate

The hourly rate will be applied to the actual classroom usage as reported by the Summer School Building Principal and verified by the parties.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall reimburse the District as additional rent for the actual cost incurred by District to provide the following: security officers, custodian supplies, copy paper consumption, other consumables, use of copy machines, use of Smart Boards, issuing prox cards, if any or all are requested by BOCES all not to exceed \$3,000.00 unless otherwise agreed to by the Parties.

DATED: July 3, 2015

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES OF
ORLEANS/NIAGARA COUNTIES

By: _____
President

By: _____
President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.70 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls has a significant number of high need, high cost students; and

WHEREAS, the process for aiding those high costs is through the New York State Education Departments System to Track and Account for Children (STAC). It is the recommendation of the administration that the District renew the services of Ruffell Reimbursements for the processing and submission of STAC paperwork and information to the New York State Department of Education State Aid division; and

WHEREAS, District staff, recognizing the excellent work and cooperation Ruffell Reimbursements has demonstrated in the performance of its contracted duties.

RESOLVED, That the Board hereby approves the Agreement with Ruffell Reimbursements' professional review, administrative, and submission services to the NYSED STAC Unit hereto attached; and further be it

RESOLVED, That the annual fee for 2015-2016 be \$13,200, which will be paid at a rate of \$1,100 per month for term commencing July 3, 2015 and ending June 30, 2016, a copy of which is attached; and further be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.70 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM (cont'd.)



Ruffell Reimbursements

626 Maris Run
Webster, NY 14580

(585) 861-2300
RuffRBS@Rochester.RR.com

Re: Agreement for Contractual Services

This document describes the agreement between Niagara Falls City School District and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract July 3, 2015

Compensation \$ 13,200 Annually or \$ 1100.00 /Monthly

Service Agreement This contract remains current unless there is a change in services or compensation. At that time an amendment can be made to the contract. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this contract. If contract is terminated, all invoices must be paid up until the 60th day of termination.

Payment for Services Payments shall be based on monthly invoices and billed at \$ 1100.00 /month. Payment will be due to Ruffell Reimbursements the fifteenth day of each month for the prior month of service. Statements must detail services rendered for that specific month period of service.

District Contract The contractor will routinely report to the Joe Giarizzo. Reimbursement reports of activities will be prepared for the School District upon request.

Services to be performed STAC:
• Contractor will submit for STAC reimbursement for School-Age students throughout the school year. See Statement of Services for more detailed information.

Services as an Independent Contractor does not entitle us to contractual benefits as provided to the employees of the District, including unemployment insurance, workers compensation insurance, disability insurance, social security contributions, hospitalization, health related insurance or liability insurance. We are responsible for securing these services for ourselves. In addition, we are reminded that contractual payments for personal services do not withhold monies for State or Federal Taxes as would be the case of a District employee.

Also, as an Independent contractor, we do not have the right to be indemnified by the District for claims brought against the District, which relates to our negligence in providing such services.

I hereby acknowledge and agree to the conditions of this agreement for the services as specified here

Joy Ruffell – Owner

Date

Appropriate Business Official

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.71 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2015/2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The District is obligated to provide meaningful programming for the Math-Science Partnership program; and

WHEREAS, NCCC will provide numerous types of educationally appropriate experiences for all classroom teachers involved in the Math Science Partnership Grant; and

WHEREAS, The agreed upon fee for the term of this Agreement ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.71](#)) is not to exceed \$10,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the contract for Math Science Partnership Grant for the 2105/2016 School Year between the Niagara Falls City School District and NCCC be approved; and

RESOLVED, That the agreed upon fee for the period July 3, 2015 and ending June 30, 2016, is \$10,000.00; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.72 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND ELEMENTARY MATH CONSULTING, INC. FOR JULY 3, 2015 – JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The goal of the Elementary Math Consulting, Inc. on-site technical assistance visits is to provide MSP grant school staff the tools necessary to achieve the professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Elementary Math Consulting, Inc. specialists in math, will provide 3 days of on-site technical assistance to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Elementary Math Consulting, Inc., a copy of which is attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.72\)](#) which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing July 3, 2015 and terminating June 30, 2016 for an amount not to exceed \$6,000; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.73 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND EAST/WEST MATH, LLC. FOR JULY 1, 2015 – JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The goal of the East/West Math, LLC is to provide MSP grant school staff the tools necessary to achieve the instructional and professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, East/West Math, Inc. specialists in math, will provide 2 days of on-site professional development to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.73](#)) with East/West Math, LLC., which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing July 3, 2015 and terminating June 30, 2016 for an amount not to exceed \$5,500; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board of Education

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.74 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR JULY 1, 2015 – JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The goal of the Math Solutions on-site professional development is to provide MSP grant school staff the tools necessary to achieve the professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Math Solutions specialists in mathematics, will provide 6 days of on-site professional development to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.74](#)) with Math Solutions, a division of Houghton Mifflin Harcourt Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing July 3, 2015 and terminating June 30, 2016 for an amount not to exceed \$22,800; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.75 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND METAMORPHOSIS TEACHING & LEARNING COMMUNITIES, INC. 7/3/15—06/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The goal of the Metamorphosis Teaching and Learning Communities, Inc. on-site technical assistance visits and summer institution programming is to provide MSP grant school staff the tools necessary to achieve the professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Metamorphosis Teaching and Learning Communities, Inc. specialists in math, will provide 2 days of on-site professional development to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract ([BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.75](#)) with Metamorphosis Teaching and Learning Communities, Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing July 3, 2015 and terminating June 30, 2016 for an amount not to exceed \$11,000; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.76 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees' Retirement System (NYSERS); and

WHEREAS, The New York State and Local Employees' Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration requests that the Board adopt this standard work day resolution at the legally convened meeting of June 25, 2015 and thereafter annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, That the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS).and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

TITLE	Standard Work Day (Hrs/day)
Account Clerk	7 hrs.
Administrator for Human Resources	7 hrs.
Administrator for Information Services	7 hrs.
Associate Bus Monitor	6 hrs
Associate Child Care - 4 hrs.	4 hrs.
Associate Child Care - 6 hrs.	6 hrs.
Associate Classroom	5.5 hrs.
Associate Classroom-Technology	6 hrs.
Associate Family Support	6 hrs.
Associate Library	5.5 hrs.
Associate Physical Ed	5.5 hrs.
Associate Physical Ed	6.5 hrs.

6.76 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

TITLE	Standard Work Day (Hrs/day)
Associate Physical Ed	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.
Associate Special Ed - 6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.
Audio Visual Tech.	8 hrs.
AV Tech	8 hrs
Budget Manager	7 hrs.
Building Attendant - Central Office	7hrs.
Building Attendant - NFHS	7 hrs.
Cleaner 7 hr.	7hrs
Cleaner 8 hr.	8 hrs.
Community Relations Director	7 hrs.
Computer Application Specialist	7 hrs.
Cook and Asst. Cook	8 hrs.
Custodian	8 hrs.
Director of Facilities	7 hrs.
District Clerk	7 hrs.
District Transportation Coord.	7 hrs.
Driver	8 hrs.
Energy & Procurement Specialist	7 hrs.
Food Service Administrator	7 hrs.
Food Service Helper 3 hrs	3hrs
Food Service helper 3.5 hours	3.5 hrs
Food Service Helper 6 hours	6 hrs
General Laborer	8 hrs.
General Laborer Specialist	8 hrs.
General Repairer	8 hrs.
Groundskeeper	8 hrs.
Health Associate - Clinic	6 hrs.
Health Associate - Clinic	6.5 hrs.
Health Associate - Clinic	7 hrs.
Information Tech Specialist	7 hrs.
Lead Systems Engineer	7 hrs.
Network Engineer	7 hrs.
Network Tech	7 hrs.
Nurse Part-Time	7.5 hrs.

6.76 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

TITLE	Standard Work Day (Hrs/day)
Nurse Pracitioner	7 hrs.
Nurse R.N.	7.5 hrs.
Porter	8 hrs.
Principal Account Clerk	7 hrs.
Purchasing Clerk	7 hrs
Safety Officer	8 hrs.
Schedule/Attendance Specialist	7 hrs.
School Monitor - Bus and	6 hrs
School Monitor - Lunch	3 hrs.
School Office Support Clerk	7 hrs.
Scretary III	7 hrs.
Secretary I	7 hrs.
Secretary II	7 hrs.
Senior Account Clerk	7 hrs.
Senior Auto Mechanic	8 hrs.
Senior AV Tech	8 hrs
Senior General Repairer	8 hrs.
Senior Groundskeeper	8 hrs.
Senior Network Tech	7 hrs
Senior School Monitor 7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.
Storekeeper	8 hrs.
Systems Engineer	7 hrs.

It was asked if the attached schedule could be changed. Ms. Massaro replied through negotiations, but there are some exceptions, her position was an example.

Discussion ensued about tracking District employees' work day. The District piloted time piece, but it didn't work out as expected. Currently, the District is tracking employees' work day by using a sign-in and sign-out procedure and supervisor oversight until a new system can be put in place. The District is exploring new systems and the possible utilization of the prox cards. During the pilot program, concerns were raised about having the bio metric implementation and management of the system was difficult.

Mr. Petrozzi talked about the money he saved when he implemented the old fashion time clock. This is a matter he would like to discuss further.

6.76 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.77 APPROVAL OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AUTHORIZING CHEERLEADING AS A COMPETITIVE SPORT

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The New York State Education Department and the New York State Public High School Athletic Association have approved competitive cheerleading as a sport, beginning with the 2014-15 school year; and

WHEREAS, The New York State Education Department has established regulations for competitive cheerleading and the New York State Public High School Athletic Association's Executive Committee has approved recommendations of the Cheerleading Committee; and

WHEREAS, To support the diverse interests of students involved in sports programs, the School District of the City of Niagara Falls has approved cheerleading as a competitive sport and the District will authorize the use of District funds to support competitive cheerleading; therefore be it resolved

RESOLVED, That the Board of Education of the Niagara Falls City School District approve cheerleading as a competitive sport in the District and authorize the use of District funds to support competitive cheerleading.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.78 APPROVAL OF THE ATHLETIC PLACEMENT PROCESS

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Regulations of the Commissioner of Education provides for a Board of Education to permit students in grades no lower than seventh grade to compete on interscholastic athletic teams organized for senior high school students, or senior high school students to compete on interscholastic athletic teams organized for students in the seventh and eighth grades; and

WHEREAS, These students are to be allowed to compete at levels that are appropriate to their physical maturity, physical fitness, and sport skills in relationship to other students in accordance with the standards established by the Commissioner of Education; and

WHEREAS, The State Education Department issues the competition standards for these students to compete under a program called the Athletic Placement Process; therefore be it resolved

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls shall permit students to compete after successfully completing the Athletic Placement Process for the request sport and level.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.77 Intra-Scholastic Sport – Cheerleading and 6.78 Athletic Placement Process

Mr. Paretto expressed his concerns about students getting hurt and the possible increase in the number of students at risk of getting a concussion in this program. He feels that there are students who are not mentally or physically ready for certain sports.

Mr. Barstys asked if students can appeal.

Mrs. Bianco stated that students have to be tested, and if they do not qualify, there is no appeal process.

6.79 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION OF 2015 SUMMER CAMP AND/OR MODIFIED SPORTS

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, In 2006, the School District of the City of Niagara Falls, New York, began a summer recreational camp for students to provide a safe, structured, and organized set of activities; and

WHEREAS, This year, upon the request of the District, the City of Niagara Falls, has agreed to assist in funding the 2015 Summer Camp with a contribution of \$100,000.00 to be applied toward the cost of its operation; and

WHEREAS, An Agreement has been negotiated by the City and District indicating, among other things, the City's contribution of \$100,000.00 and use of such contribution specifically for the operation of the Summer Camp, a copy of which is attached [\(BoardDocs, see "Meetings", 2015, 07/02/2015, 6, 6.79\)](#); and

WHEREAS, The Board desires to accept the City's contribution at this time in order to receive funds for the operation of 2015 summer camp; therefore be it

RESOLVED, That the Board of Education accepts the sum of \$100,000.00 (from the City of Niagara Falls, New York for assistance in the operation of 2015 Summer Camp and approves the Agreement attached hereto providing for the use of the funds; and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President is hereby authorized to execute the Agreement attached hereto; and

RESOLVED, That the District Clerk is directed to obtain the signature of the President of the Board of Education on the Agreement.

Mr. Massaro explained that the City needed a separate agreement excluding the inclusion of modified sports. The allocation of the funds was changed. The \$100,000 would be used for the summer camp only and the agreement reflects the distribution of such funds between the District and the City.

Mr. Restaino wanted to make sure that a provision in the contract didn't mean that the City would have to have access to District financial records for the camp. Mr. Giarrizzo and Mr. Massaro replied no.

6.79 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION OF 2015 SUMMER CAMP AND/OR MODIFIED SPORTS (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.80 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE HANOVER INSURANCE GROUP ("HANOVER") THROUGH FIRST NIAGARA RISK MANAGEMENT ("FNRM") AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$493,829.56; TO BIND CYBER SECURITY INSURANCE WITH THE ACE AMERICAN INSURANCE COMPANY ("ACE") THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$23,914; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$90,894 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$18,520, FOR THE PERIOD JULY 1, 2015 TO JUNE 30, 2016

Mrs. Rotella moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, the City School District of the City of Niagara Falls purchases property and equipment, general liability, automobile, umbrella, inland marine, crime, cyber security, student accident, excess workers' compensation and builder's risk (for capital construction) insurance to protect the school system from many perils and legal liabilities.; and

WHEREAS, the Board of Education acknowledges it has insurance requirements that require specific endorsements and that without those endorsements the District would be exposed to significant out-of-pocket costs; and

WHEREAS, Hanover provides the required endorsements and prove of coverage has been demonstrated over the past several years saving District taxpayers tens of thousands of dollars; and

WHEREAS, it is advantageous to bind cyber security insurance with ACE and to bind excess workers compensation insurance through State National Insurance Company so as to keep all property and casualty insurances through FNRM; and

6.80 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE HANOVER INSURANCE GROUP ("HANOVER") THROUGH FIRST NIAGARA RISK MANAGEMENT ("FNRM") AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$493,829.56; TO BIND CYBER SECURITY INSURANCE WITH THE ACE AMERICAN INSURANCE COMPANY ("ACE") THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$23,914; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$90,894 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$18,520, FOR THE PERIOD JULY 1, 2015 TO JUNE 30, 2016 (cont'd.)

WHEREAS, Pupil Benefits is the low cost proposal for student accident insurance (athletes only) and has provided outstanding service as the incumbent insurance provider; therefore be it

RESOLVED, The Board of Education approves binding property and equipment, general liability, automobile, umbrella, inland marine and crime insurance with Hanover through FNRM as broker, as proposed for the dollar amount of \$493,829.56; to bind cyber security insurance with the ACE through FNRM as broker, as proposed for the dollar amount of \$23,914; binding excess workers compensation insurance with the State National Insurance Company through FNRM as broker, as proposed for the dollar amount \$90,984 and binding student accident insurance with Pupil Benefits, as proposed for the dollar amount of \$18,520, for the period July 1, 2015 to June 30, 2016.

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

Mr. Petrozzi thanked everyone for letting him be involved in the process for securing this insurance. He stated that he would like to be involved next year. He commended staff on a job well done. He would like to see an earlier deadline imposed next time.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.81 APPROVAL OF PAYMENT NO. 24 TO RODEMS CONSTRUCTION CO., FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Rodems Construction Co. Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Rodems Construction Co. Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for payment in the amount of \$275,272.34; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is the remaining retention in the amount of \$275,272.34; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings ; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$275,272.34 to Rodems Construction Co. Inc., 3555 North Buffalo Street Orchard Park New York 14127 in accordance with the Application and Certificate for Payment #24; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.82 APPROVAL OF PAYMENT NO. 25 TO FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Ferguson Electrical Construction Co., Inc. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and Administrator for School Business Services; and

WHEREAS, Ferguson Electrical Construction Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$8,485.82; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, District Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$142,948.60; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$8,485.82 to Ferguson Electrical Construction Co., Inc., 333 Ellicott Street, Buffalo, New York 14203 in accordance with the Application and Certificate for Payment #25; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.83 APPROVAL OF PAYMENT NO. 12 TO FREY ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th 2014, with Frey Electric Construction Co. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Frey Electric Construction Co. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$63,928.82; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$183,998.63; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$183,998.63 to Frey Electric Construction Co., 100 Pearce Avenue Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.84 APPROVAL OF PAYMENT #22 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and District Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$29,694.42; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$294,500.07; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$29,694.42 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #22; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.85 APPROVAL OF PAYMENT #11 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment"; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$5,130.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$120,164.79; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$5,130.00 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.86 APPROVAL OF CHANGE ORDER NO. 104-060 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.043.006)

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No.104 - 060 in the amount of \$36,433.00 to Ferguson Electrical Construction Co. and 333 Ellicott Street Buffalo, NY 14203; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.87 APPROVAL OF CHANGE ORDER NO. 104-061 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.014.017)

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No.104 - 061 in the amount of \$6,077.00 to Ferguson Electrical Construction Co. and 333 Ellicott Street Buffalo, NY 14203; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

6.87 APPROVAL OF CHANGE ORDER NO. 104-061 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.014.017) (cont'd.)

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.88 APPROVAL OF CHANGE ORDER NO. 104-037 FOR FREY ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3 – (SED 40.08. 00.01.0.011.013)

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No.104 - 037 in the amount of \$1,448.00 to Frey Electrical Construction Co., 100 Pearce Avenue Tonawanda, NY 14150; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.89 APPROVAL OF CHANGE ORDER NO. 105-063 FOR MARK CERRONE INC., FOR - **CONTRACT 105 SITE DEVELOPMENT WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08.00.01.0.014.017)**

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 105-063 in the amount of \$2,190.00 to Mark Cerrone, Inc., 2368 Maryland Avenue Niagara Falls, NY 14305; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.90 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR SEPTEMBER 1, 2015 – JUNE 30, 2016

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The goal of the NCS Pearson, Inc. on-site technical assistance visits is to provide school and District staff and classroom teachers the tools necessary to align curriculum, instruction and assessment with the Common Core Learning Standards; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the NYS assessments inform professional development and pedagogical needs; and

6.90 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR SEPTEMBER 1, 2015 – JUNE 30, 2016 (cont'd.)

WHEREAS, NCS Pearson, Inc. specialists in literacy and math will provide 25 days of on-site technical assistance to District staff to support the implementation of CCLS in English Language Arts and Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with NCS Pearson, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Common Core Standards for a term commencing September 1, 2015 and terminating June 30, 2016 for an amount not to exceed \$78,000; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 2nd day of July, 2015, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NCS Pearson, Inc., (hereinafter "Pearson").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Pearson as an independent contractor and Pearson hereby accepts such engagement, to render to the District the services in implementing Common Core Standards, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Pearson shall provide and render to the District the following services:

- a) On-site technical assistance for implementing Common Core Standards for both Literacy and Math in all 11 District schools. Services include assisting District staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for District Instructional Coaching staff and administrators in relation Common Core-aligned curriculum and instructional strategies.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Pearson possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

6.90 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR SEPTEMBER 1, 2015 – JUNE 30, 2016 (cont'd.)

3. Relationship Between the Parties. Pearson shall not be an employee of the District. Pearson is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoices, the District shall pay to Pearson for its services hereunder a sum not to exceed Seventy-eight Thousand Dollars (\$78,000) payable as follows: the sum of thirty-nine Thousand Dollars (50% of the amount due) on October 31, 2015 and the balance of Thirty-nine Thousand Dollars (\$39,000) on February 28, 2016. Payment checks payable to the order of Pearson shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Pearson shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Pearson and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Pearson and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2015 and Terminate on June 30, 2016 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Pearson under this Agreement are unique and personal. Accordingly, Pearson party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NCS Pearson, Inc.

City School District of City of
Niagara Falls

President

President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.91 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2015 - 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District is obligated to provide Reading Intervention services in grades K-4 and

WHEREAS, JP Associates will provide 4 days of on-site coaching visits and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$8,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and JP Associates be approved; and

RESOLVED, That the agreed upon fee for the period September 1, 2015 through June 30, 2016 is \$8,000.00 and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 2nd day of July, 2015, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and JP Associates, Inc. 284 E. Chester Street | Valley Stream, NY 11580, (hereinafter, JP Associates).

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages JP Associates as an independent contractor to render to the District the services, and JP Associates hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: JP Associates shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

6.91 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2015 - 2016 SCHOOL YEAR (cont'd.)

- a) Two (2) days of coaching services for Corrective Reading/Reading Mastery coaching services in the Fall of 2015.
- b) Two (2) days of coaching services for Corrective Reading/Reading Mastery coaching services in the Spring of 2016.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. JP Associates shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. JP Associates shall not be an employee of the District. JP Associates is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to JP Associates. Upon receipt of payment invoices, the District shall pay to JP Associates its services hereunder a sum not to exceed \$8,000.00. Payment in 10 equal monthly installments of \$800.00 (then continue with upon receipt of invoice etc). Payment checks payable to the order of the JP Associates shall be deemed full payment to, and acquittance by JP Associates.

5. Indemnification. To the fullest extent permitted by law, JP Associates shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. JP Associates and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. JP Associates and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2015 to June 30, 2016, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by JP Associates under this Agreement are unique and personal. Accordingly, JP Associates shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

6.91 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2015 - 2016 SCHOOL YEAR (cont'd.)

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.92 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2015 - 2016 SCHOOL YEAR

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District is obligated to provide Reading Intervention Services to students in grades K-4; and

WHEREAS, Wilson Language will provide 4 days of on-site coaching visits during the 2015 - 2016 school year; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$9,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the contract between the City School District of the City of Niagara Falls and Wilson Language be approved; and

RESOLVED, That the agreed upon fee for the period of September 1, 2015 through June 30, 2016 is \$9,000.00; and be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made the 2nd day of July, 2015, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Wilson Language, 47 Old Webster Road, Oxford, MA 01540 (hereinafter "Wilson Language").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Wilson Language as an independent contractor to render to the District the services, and Wilson Language hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.92 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2015 - 2016 SCHOOL YEAR (cont'd.)

2. Professional services and duties of the Name: Wilson Language shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Two (2) days of Wilson Language "Foundations" training in the Fall of 2015.
- b) Two (2) days of Wilson Language "Foundations" coaching services in the Winter and Spring of 2016.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Wilson Language shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Wilson Language shall not be an employee of the District. Wilson Language is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Wilson Language. Upon receipt of payment invoices, the District shall pay to Wilson Language its services hereunder a sum not to exceed \$9,000.00. Payment in 10 equal monthly installments of \$900.00 (then continue with upon receipt of invoice etc). Payment checks payable to the order of the Wilson Language shall be deemed full payment to, and acquittance by Wilson Language.

5. Indemnification. To the fullest extent permitted by law, Wilson Language shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Wilson Language and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Wilson Language and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2015 to June 30, 2016, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

6.92 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2015 - 2016 SCHOOL YEAR (cont'd.)

8. Assignment: The services to be rendered by Wilson Language under this Agreement are unique and personal. Accordingly, Wilson Language shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.93 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND DR. LISA KILANOWSKI FOR THE 2015 – 2016 SCHOOL YEAR FOR TECHNICAL SUPPORT OF THE ELEMENTARY PRIMARY ENHANCEMENT PROGRAM

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District requires support and guidance for the implementation and refinement of its Response to Intervention Program; and

WHEREAS, A contract for consulting services with Dr. Kilanowski, is needed to provide said consultation; and

WHEREAS, The contract will be for a term commencing July 7, 2015, and terminating June 30, 2016 for an amount not to exceed \$4,000 for services to be performed; therefore be it

6.93 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND DR. LISA KILANOWSKI FOR THE 2015 – 2016 SCHOOL YEAR FOR TECHNICAL SUPPORT OF THE ELEMENTARY PRIMARY ENHANCEMENT PROGRAM (cont'd.)

RESOLVED, That the Board of Education hereby approves a contract with Dr. Lisa Kilanowski, a copy of which is hereto attached which provides, among other things, for a term commencing July 7, 2015 and terminating June 30, 2016 for an amount not to exceed \$4,000; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS ____ DAY OF July 2015, by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and Dr. Lisa Kilanowski, Buffalo, New York, 14203 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding the Primary Enhancement Program, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Response to Intervention programming, which services shall include, without limitation, the following:
 - a. Support continued use of the Academic Information Management System (AIMSweb);
 - b. Continue to provide guidance and direction for school-based Data Teams
 - c. Plan and deliver staff development workshops for teachers, administrators, and parents

All of these functions shall be performed under the direction of the District. This consultant should possess a thorough knowledge NYSED mandates and best practice for Response to Intervention programming.

6.93 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND DR. LISA KILANOWSKI FOR THE 2015 – 2016 SCHOOL YEAR FOR TECHNICAL SUPPORT OF THE ELEMENTARY PRIMARY ENHANCEMENT PROGRAM (cont'd.)

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$4,000. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 7/07/15 through 6/30/16, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

NIAGARA FALLS CITY SCHOOL DISTRICT

Lisa Kilanowski, Ph.D.

President
Board of Education

6.93 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND DR. LISA KILANOWSKI FOR THE 2015 – 2016 SCHOOL YEAR FOR TECHNICAL SUPPORT OF THE ELEMENTARY PRIMARY ENHANCEMENT PROGRAM (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.94 APPROVAL OF SERVICE AGREEMENT WITH RONCO COMMUNICATIONS & ELECTRONICS, INC. TO FURNISH PBX MAINTENANCE 7/3/2015 – 6/30/2018

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Niagara Falls City School District wishes to enter into a Service Agreement with Ronco Communications & Electronics, Inc. for 36 months commencing on July 3, 2015, consisting of two components to furnish PBX maintenance on the telephone system; and

WHEREAS the first component of the Service Agreement is projected at \$57,048.12 annually, to be billed quarterly for all service; and

WHEREAS, the second Cisco Smartnet coverage component, will be for \$2,193.10 to be paid in annually, and

WHEREAS, Ronco Communications & Electronics, Inc. is providing the service in response to request for proposal #2; and

WHEREAS The Superintendent recommends entering the Service Agreement consisting of the two components, with Ronco Communications & Electronics, Inc. to provide the requested service; now therefore be it

RESOLVED, The Board of Education of the Niagara Falls City School District hereby approves the Service Agreement consisting of two components, for PBX maintenance on the District's telephone system projected at \$57,048.12 annual cost to be paid in quarterly installments of \$4754.01, and the second component , Cisco Smartnet coverage, for \$2,193.10 both for a 36 month term commencing July 3, 2015 and terminating June 30, 2018 and both attached hereto; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.94 APPROVAL OF SERVICE AGREEMENT WITH RONCO COMMUNICATIONS & ELECTRONICS, INC. TO FURNISH PBX MAINTENANCE 7/3/2015 – 6/30/2018 (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

7. REVIEW OF A PROPOSED POLICIES

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2015-2016 SCHOOL YEAR

Rev. Dobbs moved that the thirty (30) day tabling requirement be waived. Mr. Paretto seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Thirty (30) day tabling requirement waived

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The New York State Municipal Law § 104-b requires that procurement policies of the district be reviewed annually by the Board of Education; and

WHEREAS, Effective June 22, 2010, an amendment was made to section §103 of the General Municipal Law increasing threshold requirements for public bidding on public works from \$20,000, to \$35,000, and on purchases from \$10,000, to \$20,000; and

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2014-2015 SCHOOL YEAR (cont'd.)

WHEREAS, effective January 1, 1992, provisions on new § 104-b of the General Municipal Law relating to the procurement of goods and services for which competitive public bidding is not required, requires the Board of Education to adopt internal policies and procedures, governing all procurement activities; therefore be it

RESOLVED, That the District continue the use of the Policy 2010-5410: Purchasing Procedures for the School District of Niagara Falls, New York, as described in the District's Policy Manual, file No. DJED, as approved by the Board of Education in August 2010.

2010 5410
Non-Instructional/Business
Operations
NF/EB

SUBJECT: PURCHASING

- a) The intention and measure of efficient and economical purchasing by the Purchasing Department, shall be to acquire the best possible price for the best products and best services available within the budgetary limits for specific purposes
- b) The purchasing, receiving, storing and distribution of necessary supplies, equipment, and services for use in the education program and for the auxiliary services represent a significant expenditure in the school budget. These items must be procured efficiently and economically. The measure of efficient, economical purchasing is the degree to which the right items are provided at the right price, in the right quantity, to the right place, at the right time.
- c) The Board declares its intention to purchase competitively without prejudice and to seek maximum education value for every dollar expended.
- d) The acquisition of services, equipment and supplies shall be centralized in the Purchasing Department under the direction of the Purchasing Agent, which shall function under the supervision of the School Business Administrator.
- e) All requests for expenditures, whether budget items or not, shall be subject to the approval of Department Heads and/or Principals.
- f) Purchasing procedures employed shall comply with all applicable laws and regulations of the state and per Board approved policies. (*See Bid/Procurement Procedures, File DJED.*)

Competitive Bids and Quotations

The following POLICY ON PURCHASING PROCEDURES for the School District of Niagara Falls, New York, was first approved by the Niagara Falls Board of Education at their Regular Board Meeting of November 4, 1993, and at every subsequent yearly Reorganizational Meeting since:

The School District of the City of Niagara Falls, New York, shall comply with the New York State General Municipal Law, Chapter 413, Section 103 governing bid procedures for purchase contracts for items in excess of **twenty thousand dollars (\$20,000)** and public work contracts of thirty-five thousand dollars (\$35,000) or more within a given fiscal year.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2015-2016 SCHOOL YEAR (cont'd.)

The School District shall also adhere to the Education Law, Section 2513 in advertising for said bids. A legal notice shall be published in the School District's Official Newspaper, the **NIAGARA GAZETTE**, at least five (5) days prior to the opening of bids. Any additional advertising to stimulate competitiveness shall be at the discretion of the Administration, based on the subject of the bid.

The Administration has the right to request or waive the formality of a bid or performance bond in the preparation of the bid documents or award, depending on the scope of the bid.

Any sealed bids presented to the Administration after the advertised bid deadline shall remain sealed, time and date noted, and returned to the bidder.

Contracts shall be awarded to the lowest responsible bidder in accordance with specifications, terms and conditions as set forth in the coordinating bid. In the event the Administration awards the contract to any bidder other than the lowest dollar offerer, they shall be required to present justification as to why the purchase was in the best interest of the School District.

The Purchasing Officer shall try to maintain updated Minority Vendor Listings from the published documents and internal records, and whenever possible shall include minority vendors as part of the bidders' list.

In keeping with the Affirmative Action Policy of the School District of the City of Niagara Falls, the Board will attempt to commit five percent (5%) of the total purchases to minority vendors. They shall also encourage capital project contractors to make every reasonable effort to establish the level of minority participation at a minimum of five percent (5%) of the contractor's labor force and/or material purchases from minority enterprises.

All factors being equal, a tie bid shall be awarded to a local vendor. However, in keeping with the Affirmative Action Policy of the School District of Niagara Falls, if a tie exists concerning a local vendor and a minority vendor, all things being equal, the Board of Education will split the award at the consent of both vendors involved. In the absence of consent of both parties, or if the award does not warrant dividing, the tie will be given to the Minority Vendor. When a Minority Vendor and an out-of-town vendor tie, the tie will be given to the Minority Vendor. In all instances, the Minority Vendor designation must be identified by an official certification accompanying the bid.

Request for Proposal Process for the Independent Auditor

In accordance with law, no audit engagement shall be for a term longer than five (5) consecutive years. The District may, however, permit an independent auditor engaged under an existing contract for such services to submit a proposal for such services in response to a request for competitive proposals or be awarded a contract to provide such services under a request for proposal process.

Procurement of Goods and Services

Under Section 104-b of the General Municipal Law, effective June 22, 2010, procurement of goods, and services for which competitive public bidding is not required [items not meeting the dollar limitation value of twenty thousand dollars (\$20,000) or public works of thirty-five thousand dollars (\$35,000)] must still be done in a manner so as to assure the prudent and economical use of public monies, in the best interest of the taxpayers, to facilitate the acquisition of goods, and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2015-2016 SCHOOL YEAR (cont'd.)

- a) Solicitation for verbal or written quotations shall be done in the procurement of most equipment, costly supplies, and any time a quantity discount can be realized. Variables such as delivery, assembly, lead-time, cost, etc., will determine the mode the Purchasing Department will use in the quotation procedure, and will canvass at least three (3) vendors for pricing.
- b) Formal bid procedures may still be utilized at the discretion of the Purchasing Officer if he/she ascertains any advantages can be realized over informal quotations for better pricing, quality, and delivery.
- c) Written Quotations should be received for any public works not subject to competitive bidding in the best interest of the Board, and the Administration will decide at that time whether a performance bond is required.
- d) Whenever possible, Requests for Proposals will be accepted for Professional Services that are usually exempt from the bidding process.

Circumstances where purchases should not be held, awaiting solicitation of bids or quotations should be:

- a) Emergencies where time is a crucial factor: (Documentation should accompany purchase request.)
 - 1. When the situation arises out of an accident or unforeseen occurrence or condition.
 - 2. When property, life, health, or safety, are affected.
 - 3. When situations that require immediate attention occur which cannot await public bidding.
- b) Certain Food Purchases: Whenever possible, quotations are to be done to ascertain that we are getting the best prices possible in the interest of the School District. However, since most food purchases are purchased to compliment meals prepared in conjunction with Free Government Commodities given to the Board on a monthly basis, lead time does not warrant procurement of these type foods on a formal bid/quote basis.
- c) Sole Source Commodities: The Administration must ascertain that these types of commodities are indeed sole source by obtaining documentation.
- d) Professional Services, which because of the confidential nature of the services do not lend themselves to procurement through solicitation.
- e) Purchasing items through the New York State Contract (General Municipal Law 104).
- f) Purchasing articles manufactured in the State Correctional Institutions (Correction Law, Sections 184, 186).
- g) Purchasing items from Agencies for the Blind or Disabled (State Finance Law, Section 175-b).

Cooperative Purchasing

A resolution was approved by the Niagara Falls Board of Education at their Regular Board Meeting on July 2, 1998, and at every subsequent yearly Reorganizational Meeting, to endorse cooperative purchasing through the BOCES agencies, and/or various municipalities and government agencies which would benefit the District, expand its purchasing power, and which would be in the best interest of the Niagara Falls City School District.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2015-2016 SCHOOL YEAR (cont'd.)

This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors.

Alternative Formats for Instructional Materials

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's Regulations.

District Plan

As required by federal law and New York State Regulations, the District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. Each school district has the option of participating in the National Instructional Materials Access Center (NIMAC). Whether a district does or does not participate in NIMAC, the district will be responsible to ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner and in a format that meets NIMAS standards. The New York State Education Department (NYSED) recommends that school districts choose to participate in NIMAC, because this national effort to centralize the distribution of instructional materials in alternate formats will help guarantee timely provision of such materials to students.

For school districts, Boards of Cooperative Educational Services (BOCES), State-operated schools, State-supported schools and approved private schools that choose to participate in NIMAC, contracts with publishers executed on and after December 3, 2006 for textbooks and other printed core materials *must* include a provision that requires the publisher to produce NIMAS files and send them to the NIMAC (this will not add any cost to the contract).

For more information regarding NIMAC including model contract language, Steps for Coordinating with NIMAC and an IDEA Part B Assurances Application, see website:

<http://www.vesid.nysed.gov/specialed/publications/persprep/NIMAS.pdf>

Environmentally Sensitive Cleaning and Maintenance Products

In accordance with Commissioner's Regulations, State Finance Law and Education Law, effective with the 2006-2007 school year, the District shall follow guidelines, specifications and sample lists when purchasing cleaning and maintenance products for use in its facilities. Such facilities include any building or facility used for instructional purposes and the surrounding grounds or other sites used for playgrounds, athletics or other instruction.

Environmentally sensitive cleaning and maintenance products are those which minimize adverse impacts on health and the environment. Such products reduce as much as possible exposures of children and school staff to potentially harmful chemicals and substances used in the cleaning and maintenance of school facilities. The District shall identify and procure environmentally sensitive cleaning and maintenance products which are available in the form, function and utility generally used. Coordinated procurement of such products as specified by the Office of General Services (OGS) may be done through central state purchasing contracts to ensure that the District can procure these products on a competitive basis.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2015-2016 SCHOOL YEAR (cont'd.)

The District shall notify their personnel of the availability of such guidelines, specifications and sample product lists.

Contracts for Goods and Services

No contracts for goods and services shall be made by individuals or organizations in the school that involve expenditures without first securing approval for such contract from the Purchasing Agent.

No Board member or employee of the School District shall have an interest in any contract entered into by the Board or the School District.

Upon the adoption of a resolution by a vote of at least three-fifths (3/5) of all Board members stating that for reasons of efficiency or economy there is need for standardization, purchase contracts for a particular type or kind of equipment, materials or supplies of more than ten thousand dollars may be awarded by the Board to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in law.

20 United States Code (USC) Section 1474(e)(3)(B)
Education Law Sections 305(14), 409-i, 701, 1604, 1709, 1950, 2503, 2554 and 3602
General Municipal Law Articles 5-A and 18
State Finance Law Sections 162 and 163-b
8 New York Code of Rules and Regulations (NYCRR) Sections 155, 170.2, 200.2(b)(10),
200.2(c)(2) and 200.2(i)

Initial Adoption Date June 22, 2010

Revised August 26, 2010

Annual Adoption: July

THRESHOLDS FOR PURCHASING OF SUPPLIES, EQUIPMENT AND SERVICES

<u>SUPPLIES</u>	
<u>\$CURRENT THRESHHOLD</u>	<u>QUOTES NEEDED</u>
\$1,500 or less	judgment/catalog pricing
\$1,501 to \$3,500	3 verbal quotes
\$3,501 to \$19,999	3 written quotes
\$20,000 and over	public and advertised bid
<u>SERVICES</u>	
<u>\$CURRENT THRESHHOLD</u>	<u>QUOTES NEEDED</u>
\$5,000 or less	judgment
\$5,001 to 10,000	3 verbal quotes
\$10,001 to \$34,999	3 written quotes
\$35,000 and over	public advertised bid

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Policy Adopted

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.02 RESOLUTION ADOPTING POLICY 2013-7515: NIAGARA FALLS CITY SCHOOL DISTRICT CONCUSSION MANAGEMENT POLICY FOR ATHLETIC TRAINING CONTRACTS WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER

Rev. Dobbs moved that the thirty (30) day tabling requirement be waived. Mr. Parretto seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Thirty (30) tabling requirement waived.

Mrs. Rotella moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the Niagara Falls City School District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements; and

WHEREAS, The Board has reviewed and endorsed the recommended changes to POLICY 2013-7515 ([BoardDocs, see “Meetings”, 2015, 07/02/2015, 7, 7.02](#)): Niagara Falls City School District Concussion Management Policy For Athletic Training Contracts With Niagara Falls Memorial Medical Center; therefore, be it

RESOLVED, That the Board of Education hereby adopts POLICY 2013-7515: Niagara Falls City School District Concussion Management Policy For Athletic Training Contracts With Niagara Falls Memorial Medical Center and waives the thirty-day tabling.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Policy Adopted

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.02 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT

Rev. Dobbs moved that the thirty (30) day tabling requirement be waived.
Mr. Parretto seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Thirty (30) tabling requirement waived.

Mrs. Rotella moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the City School District of the City of Niagara Falls District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements.

WHEREAS, To date, the following policies have been revised in accordance with the law and local Board preference:

Section 1000

Policy	Title
1610*	Annual District Meeting & Election/Budget Vote
1611*	Business of the Annual District Election
1630*	Legal Qualifications of Voters at School
1640*	Absentee Ballots
1650*	Submission of Questions & Propositions at Annual Elections & Special District Meetings

Section 3000

Policy	Title
3281*	Use of Facilities By the Boy Scouts of America & Patriotic Youth Groups

Section 6000

Policy	Title
6111*	Testing Misconduct & Mandatory Reporting Requirements
6411*	Use of Email in the School District
6550*	Leaves of Absence
6551*	Family & Medical Leave Act

Section 7000

Policy	Title
7360	Weapons in School and the Gun-free Schools Act
7611	Children with Disabilities

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.02 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (CONT'D.)

Section 7000 (cont'd.)

Policy	Title
7612	Grouping by Similarity of Needs
7613*	The Role of the Board in Implementing a Student's Individualized Education Program
7616*	Prereferral Intervention Strategies in General Education (Prior to a Referral for Special Education).
7617*	Declassification of Students with Disabilities
7618	Use of Time Out Rooms
7621*	Section 504 of the Rehabilitation Act of 1973
7641	Transition Services
7642	Extended School Year Services and/or Programs
7670*	Due Process Complaints; Selection & Board Appointment of Impartial Hearing Officers

WHEREAS, The Board has reviewed and endorsed the recommended policies; therefore, be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies and waives the thirty-day tabling.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Policies Adopted

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
July 2, 2015

Mrs. Bianco presented a certificate from NYSSBA to Board Member Carmelette Rotella for her successful achievement of the Mastery 3 Level.

Mrs. Bianco sent her best regards to Mr. Cancemi, who had been ill.

Mrs. Bianco stated that there has been some distractors to our main mission, but this Board has done the right thing where students are put first, and she feels that they will continue to do that. She expressed how pleased she is to have Rev. Dobbs and Mr. Petrozzi on the Board because they place children first. She stated that 2015/16 budget was a difficult budget and next year will be the same, but there is some hope on the horizon. The Board understood the issues and acted accordingly. In reference to the small cities litigation, the judgment may be based on poverty levels, which means Niagara Falls could receive an award of \$19 million.

Mrs. Bianco expressed her appreciation to Mr. Petrozzi and Mr. Vilardo for their leadership as the officers of this Board. She congratulated Mr. Vilardo and Mrs. Rotella on their election as the President and Vice President, respectively, for the coming school year. Mrs. Bianco stated that she looks forward to working with the new officers and the Board in the coming school year. She thanked her Cabinet and staff who worked hard on behalf of students. She encouraged everyone to visit the summer camp.

COMMENTS BY BOARD MEMBERS

Mr. Restaino thanked the former Board officers and congratulated the new officers. He wished everyone and their family a Happy 4th of July holiday.

Mr. Paretto thanked Mrs. Bianco and her Cabinet and staff because the decisions that had to be made recently were hard.

Mr. Jocoy thanked the former Board officers and congratulated the new officers. He, too, wished everyone and their family a Happy 4th of July holiday.

Mrs. Rotella recognized that this was a difficult year. Mrs. Bianco did a terrific job of keeping us informed. The Superintendent and her staff have come up with a budget we can live with. Thank you for making it work where all employees were able to be placed in a position.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Barstys commended Ms. Massaro and her staff for their hard work on the personnel reports. He stated that after he understood the Superintendent's position, a difficult decision became a lot easier. Although 45 positions were abolished, everyone was offered a position. He congratulated the new officers, Mr. Vilardo and Mrs. Rotella. He thanked Mr. Petrozzi for his leadership service as Board President. He stated that he has learned so much from him. He thanked Mrs. Dumas and staff for the work it took to put the July 2nd meeting binder together.

Rev. Dobbs thanked Mr. Petrozzi for his hard work. He thanked the Superintendent and her Cabinet and staff for all they do to make this District the best for our children and for having to do what is necessary to continue moving forward. He thanked fellow Board members for their hard work and their willingness to move forward.

Mr. Vilardo reiterated the professional and dedicated job of the Superintendent and her staff. He congratulated Rev. Dobbs and Mr. Petrozzi on their election as Board members. He thanked Mr. Petrozzi for his leadership as Board President. He stated that the proof of what this District is all about was shown during graduation last week. The student's speech was phenomenal. He wished everyone a Happy 4th of July!

Mr. Petrozzi thanked everyone for their kind words and he stated that he appreciates their support. It was a pleasure to serve you. He stated that Mr. Vilardo worked behind the scene making him look good. He thanked Mr. David Spacone for keeping the buildings together. It's a team effort. We are still one of the highest paying employers. Forty-five jobs being eliminated and people fought hard to hold on to those jobs. Those who work deserve those jobs. It's time to get down to business. It's the end of the "old" days...; it's all about kids. This is a great place to work for and everyone in this room should be proud of what they do. Graduation was the proof.

Board Retreat Dates

Mrs. Dumas will begin polling Board members to secure dates for the Retreat. It was suggested that a two-day session in the same week be held, Tuesday and Thursday.

ADJOURNMENT

At 7:05 p.m. Mr. Petrozzi motioned to adjourn the Regular Board Meeting in memory of the following. Mr. Paretto seconded the motion. All were in favor.

*Mr. Robert A. MacFarlane, brother of Nick Fagiani (Audio Visual Technician) and brother-in-law of Beth Fagiani (PSA)

The July 2, 2015 Regular Board Meeting was adjourned.

Respectfully submitted,



Ruthel D. Dumas
District Clerk, rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2015 MEETINGS - MINUTES

DATE: July 28, 2015

KIND OF MEETING: Board Retreat

LOCATION: Administration Central Office Board Room, 630 66th Street,
Niagara Falls, NY

CALL TO ORDER: The Board Retreat was called to order by President
Petrozzi at 4:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Restaino, Mrs. Rotella, Mr. Petrozzi,
and Mr. Vilardo

MEMBERS ABSENT: None

STAFF: Mrs. Bianco, Mr. Laurie, Ms. Massaro, Mr. Giarrizzo,
Mr. Massaro, and Mr. Roscetti

TOPICS OF DISCUSSION:

There were open discussions on various topics. No official action was
taken at the Retreat.

BOARD RETREAT ADJOURNED

The July 28, 2015, Board Retreat was adjourned around 9 p.m. There
were no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2015 MEETINGS - MINUTES

DATE: July 30, 2015

KIND OF MEETING: Board Retreat

LOCATION: Administration Central Office Board Room, 630 66th Street,
Niagara Falls, NY

CALL TO ORDER: The Board Retreat was called to order by President
Petrozzi at 4:00 pm

MEMBERS PRESENT: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, Mrs. Rotella, Mr. Petrozzi, and Mr. Vilardo

MEMBERS ABSENT: Mr. Barstys (*excused*)

STAFF: Mrs. Bianco, Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo,
Mr. Massaro, and Mr. Roscetti

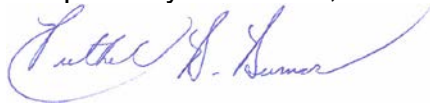
TOPICS OF DISCUSSION:

There were open discussions on various topics. No official action was
taken at the Retreat.

BOARD RETREAT ADJOURNED

The July 30, 2015, Board Retreat was adjourned around 9 p.m. There
were no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

AUGUST 2015 MEETINGS - MINUTES

DATE: August 20, 2015

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mrs. Rotella, and Mr. Vilardo,

MEMBERS ABSENT: Mr. Barstys, Mr. Petrozzi and Mr. Restaino (*all excused*)

TOPICS OF DISCUSSION:

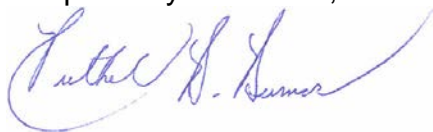
The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Capital Projects Update – *Mr. Laurrie/Mr. Spacone/Mr. Smeal/Mr. Moceli*
- Opening of School Readiness Report – *Mr. Laurrie/Mr. Spacone*
- Building Condition Survey (BCS) – *Mr. Laurrie*
- Agenda Review – August 27th Regular Meeting –
Mrs. Bianco/Ms. Massaro

BOARD REVIEW SESSION CONCLUDES

The August 20, 2015, Board Review Session was concluded; time was not recorded.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

AUGUST 2015 MEETINGS - MINUTES

DATE: August 27, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: None

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- *Smart Schools Update – Ms. Sprague*
- Review of Agenda for August 27th – *Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 6:00 p.m. Mrs. Rotella motioned for Executive Session personnel matters which may lead to the appointment/employment/ promotion/ assignment and transfer of a person, persons, or corporation. Mr. Barstys seconded the motion.

The vote on the motion was unanimous.

BOARD MEMBER ARRIVES

Mr. Jocoy arrived during Executive Session at 6:10 p.m.

EXECUTIVE SESSION ADJOURNED/ARS RECONVENES AND CONCLUDES

Executive Session adjourned and the Agenda Review Session was reconvened and concluded at 7 p.m. All present were in favor; there were no objections.

CALL TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at 7:05 p.m. All Board members were present.

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

None

BUDGET TRANSFER #1

Mr. Cancemi moved for approval of the following resolution on Approval of Budget Transfer #1. Rev. Dobbs seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$626,540.76 among the following fund, function, object, and location codes:

General Fund:	\$ 454,575.24
Cafeteria Fund:	\$ 15,200.00
Special Aid Funds:	\$ 84,401.31
Capital Projects Fund	\$ 72,364.21

The vote on the motion was unanimous.

BID #11 – MILK AND JUICE PRODUCTS

Mr. Paretto moved for approval of the following resolution on Milk and Juice Products - Bid No. 11, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds are available for Milk and Juice Products in the Cafeteria Fund; and

BID #11 – MILK AND JUICE PRODUCTS (cont'd.)

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 11 – Milk and Juice Products; and

WHEREAS, Legal notice was published June 29, 2015 and bid documents were mailed to or secured by three potential bidders; and

WHEREAS, Bids were publicly opened and read on July 15, 2015 and three properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. Charles LaGreca, Food Services Administrator, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
11A	Byrne Dairy	15	\$ 221,976.50 (estimated)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

BID #12 - SUPPLEMENTAL CLASSROOM BOOKS

Mr. Paretto moved for approval of the following resolution on Supplemental Classroom Books - Bid No. 12, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds were appropriated for Supplemental Classroom Books in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 12 – Supplemental Classroom Books; and

WHEREAS, Legal notice was published July 1, 2015 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bid was publicly opened and read on July 30, 2015 and two properly executed bid was received; and

BID #12 - SUPPLEMENTAL CLASSROOM BOOKS (cont'd.)

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Discount Percentage</u>
12A	Book Corner	21%

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

BID #13 - FRESH FRUITS & VEGETABLES

Mr. Paretto moved for approval of the following resolution on Fresh Fruits and Vegetables - Bid No. 13, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds are appropriated in the cafeteria fund to purchase fresh fruits and vegetables to supplement school lunches in our cafeterias; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 13 – Fresh Fruits and Vegetables; and

WHEREAS, Legal notice was published June 29, 2015 and bid documents were mailed to or secured by four potential bidders; and

WHEREAS, Bid was publicly opened and read on July 15, 2015 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. Charles LaGreca, Food Service Administrator, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract in the best interest of the District, to the lowest responsible bidder in accordance with specifications, as follows:

BID #13 - FRESH FRUITS & VEGETABLES (cont'd.)

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
13A	T. Grana & Son	\$43,474.00 (estimated)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

BID #14 – ELECTRICAL SUPPLIES

Mr. Paretto moved for approval of the following resolution on Electrical Supplies - Bid No. 14, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds were appropriated for Electrical Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 14 - Electrical Supplies; and

WHEREAS, Legal notice was published July 2, 2015 and bid documents were mailed to or secured by six potential bidders; and

WHEREAS, Bids were publicly opened and read on August 4, 2015 and two properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract, as a whole to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
14A	Wesco	82	<u>\$20,980.15</u>
	Release to Open Market	<u>2</u>	
	TOTAL	84	\$20,980.15

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Reports for May and June 2015 were received and filed.

BUDGET STATUS REPORT

The Budget Status Report for August 2015 was received and filed.

PERSONNEL REPORT ADDENDUM – CERTIFICATED STAFF

Mr. Cancemi moved to add to the agenda Addendum I and Addendum II to the Personnel Report for Certificated Staff. Mr. Jocoy seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Abstention: Mr. Petrozzi

Carried

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Certificated Staff, Items #I through #XIV, Addendum I, Item #I and Addendum II, Items #I through #III. Mr. Petrozzi seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
John Forcucci	TSA as Athletic Director, NFHS	32 years	June 30, 2016
Elizabeth Franciosa	Teacher Grade 3, Niagara Street	30 years	June 30, 2016
James Hartung	Teacher Social Studies, NFHS	28 years 2 months	June 30, 2015
Claudia Knight	TSA as Instructional Coach Hyde Park (.5)/Kalfas (.5)	23 years 5 months	July 29, 2015
Ollie McClain	Teacher Physical Ed, NFHS	30 years	June 30, 2016
Leonard Nowakowski	Teacher English, NFHS	30 years	June 30, 2016
Susan Rhodenizer	Teacher Second Language NFHS	29 years	June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

I.	<u>RETIREMENTS (Continued)</u>			
	<u>NAME</u> Linda Werder	<u>POSITION/LOCATION</u> Teacher Music, NFHS	<u>YEARS OF SERVICE</u> 31 years 9 months	<u>EFFECTIVE DATE</u> June 30, 2016
II.	<u>RESIGNATIONS</u>			
	<u>NAME</u> Allison Finitz	<u>POSITION/LOCATION</u> Teaching Assistant, Hyde Park	<u>YEARS OF SERVICE</u> 6 years	<u>EFFECTIVE DATE</u> June 30, 2015
	Terrell Rodgers	Employment Coordinator, NFHS	4 months	August 25, 2015
III.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Cheree Copelin <u>R</u>	<u>POSITION/LOCATION</u> Teacher Library GPS	<u>SALARY/ACCT. CODE</u> \$64,848 Step 9-90MM A2610.133.049	<u>EFFECTIVE DATE</u> September 1, 2015 (prob. period ends June 30, 2019)
	Edward Kladke <u>R</u>	Teacher Grade 3 Niagara Street	\$49,655 Step 5-30M A2101.120.061	September 1, 2015 (probationary period ends June 30, 2018)
IV.	<u>APPOINTMENTS FOR 2015-16 FROM PREFERRED CALL-BACK LIST</u>			
	<u>NAME</u> Jennifer Clyde	<u>POSITION/LOCATION</u> Teaching Assistant GPS	<u>SALARY/ACCT. CODE</u> \$31,239 A2257.143.049	<u>EFFECTIVE DATE</u> September 1, 2015 (prob period ends June 30, 2017)
	Megan Glasser	Teacher Social Studies LPS	\$59,281 Step 10-60M A2128.130.050	September 1, 2015 (probationary period previously met)
V.	<u>APPOINTMENT/REAPPOINTMENT OF ADULT EDUCATION STAFFING</u>			
A.	<u>SWIMNASTICS/WATERWALKING/DANCE IT/TOTAL BODY WORKOUT/CHAIR EXERCISE FOR SRS. – CEC \$24.40 PER HOUR – NTE 300 HOURS – SEPTEMBER 2015 – JUNE 2016 – A2310.140.098</u>			
	Susana Nicholas			
B.	<u>GOLF FOR BEGINNERS & INTERMEDIATES – CEC – \$23.69 PER HOUR EACH – NTE 30 HOURS EACH – SEPTEMBER 2015 – JUNE 2016 – A2310.140.098</u>			
	Thomas Etopio			
C.	<u>INTRODUCTION TO COMPUTERS FOR SENIORS – CEC & NFHS - \$23.69 PER HOUR – NTE 75 HOURS – SEPTEMBER 2015 – JUNE 2016 – A2310.140.098</u>			
	Carol Hartwig			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. APPOINTMENT/REAPPOINTMENT OF ADULT EDUCATION STAFFING

D. SWIMNASTICS/WATERWALKING – CEC \$12.00 PER HOUR – NTE 175 HOURS – SEPTEMBER 2015 – JUNE 2016 – A2310.140.098

Aimee Misener

E. SO YOU WANT TO BE A CLOWN – PART I, YOU WANT TO BE A GREAT CLOWN – PART II – NFHS – \$15.00 PER HOUR – NTE 40 HOURS – SEPTEMBER 2015 – JUNE 2016 – A2310.140.098

Beverly Eiler

F. TASC TEST ADMINISTRATORS – CEC - \$310.00 PER DAY – NTE 6 DAYS EACH – JULY 1, 2015 – JUNE 30, 2016 – A2310.151.098

Elizabeth Carroll

Nicole Gall

Stanley Mack

G. KNITTING & CROCHETING – CEC - \$15.00 PER HOUR – NTE 30 HOURS – JULY 1, 2015 – JUNE 30, 2016 – A2310.151.098

Christine Goodwin

VI. TEMPORARY APPOINTMENT

PROMISE RECRUITMENT COORDINATOR – NFHS – \$15.00/HR – NTE 20 HOURS PER WEEK – SEPTEMBER 1, 2015 – AUGUST 31, 2016 –F2103.140.007.5715

Mia Crumpton

VII. TEMPORARY APPOINTMENTS – PSYCHOLOGIST INTERNS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Anargyros Halaris <u>S</u>	School Psychologist Intern To Be Determined	\$17,000 F2250.133.007.0716	September 1, 2015 – June 30, 2016
Tiara Handy <u>S</u>	School Psychologist Intern To Be Determined	\$17,000 F2250.133.007.0716	September 1, 2015 – June 30, 2016

VIII. REGULAR SUBSTITUTES – TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATES</u>
James Belin-Irving <u>S</u>	Teacher Science, CEC (.5) \$20,099 Step 1 (Revised Step) A2128.130.052	Teacher Science, CEC \$40,198 Step 1 A2128.130.052	September 1, 2015 – June 30, 2016
Kathryn Canterbury <u>R</u>	Teacher Science, CEC (Edwin Maynard) \$55,681 Step 9-30M A2127.130.052	Teacher Science. NFHS (Edwin Maynard) \$55,681 Step 9-30M A2127.130.045	September 1, 2015 – June 30, 2016
Peter Heuer <u>R</u>	Teacher Social Studies (.5) GPS, \$20,099 Step 1-BA A2128.130.049	Teacher Social Studies CEC, \$40,198 Step 1-BA A2128.130.052 (Frank Coney)	September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX.	<u>REGULAR SUBSTITUTES</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Raquela Aversa <u>R</u>	Teacher Kindergarten NSS (Janine Bellonte)	\$47,731 Step 1-40M A2110.110.061 (Revised Salary)	September 1, 2015 – June 30, 2016
	Danielle Brown <u>R</u>	Teaching Assistant Hyde Park (Angelica Martin)	\$31,239 Step 1 A2257.143.058	September 1, 2015 – June 30, 2016
	Matthew Duffy <u>R</u>	Teacher Social Studies GPS (.5) (Marcus Latham)	\$20,099 Step 1 BA A2128.130.049	September 1, 2015 – June 30, 2016
	Jennifer Everts <u>R</u>	Teaching Assistant Niagara Street (Kathryn Canterbury)	\$31,239 F2130.143.061.0116	September 1, 2015 – June 30, 2016
	Lauren Falsetti <u>R</u>	Teaching Assistant LPS (Renwick Feagin)	\$31,239 A2257.143.050	September 1, 2015 – January 31, 2016
	Thomas M. Filosofos <u>R</u>	Teacher Grade K Kalfas (Angela Manella)	\$40,198 Step 1-BA A2110.110.059	September 1, 2015 – June 30, 2016
	Valerie Klender <u>R</u>	Teacher Grade 5 Cataract (Samuel Fruscione)	\$48,125 Step 2-40M A2101.120.057	September 1, 2015 – June 30, 2016
	Geraldine Koch <u>R</u>	Teacher Grade 6 Kalfas (Kathleen Urban)	\$46,915 Step 1-30M A2101.120.059 (Revised Salary)	September 1, 2015 – June 30, 2016
	Cassandra Lutey <u>R</u>	Teacher Math NFHS (Debra Betton)	\$47,298 Step 2-30M (pro-rate) A2126.130.045 (First Semester)	September 1, 2016 – Feb. 5, 2015 (First Semester)
	Nadezda Mease <u>R</u>	Teacher Science NFHS (Michael Corsaro)	\$40,198 Step 1-BA A2127.130.045	September 1, 2015 – June 30, 2016
	Michael Montanaro <u>R</u>	Teaching Assistant Niagara Street (Raquela Aversa)	\$31,239 Step 1 A2257.143.061	September 1, 2015 – June 30, 2016
	Sara Morreale <u>R</u>	Teaching Assistant Abate (Joanne Romanchock)	\$31,239 Step 1 F2250.143.056.0716	September 1, 2015 – February 29, 2016
	Lisa Runions <u>R</u>	Teacher Grade 1 Niagara Street (Kelly Piccirillo)	\$47,298 Step 2-30M (pro-rate) A2101.120.061 (First Semester)	September 1, 2015 – Feb 5, 2016 (First Semester)
	Nicolette Walaszek <u>S</u>	Teaching Assistant Hyde Park (Caterina Antonacci)	\$31,239 Step 1 F2103.143.058.0116	September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Caterina Antonacci	Teaching Assistant HP (.5) – F2103.143.058.0116 NSS (.5) – F2103.143.061.0116	Teaching Assistant, Hyde Park F2103.143.058.0116 (Nicolette Walaszek)	September 1, 2015
	Raquela Aversa	Teaching Assistant, GPS A2257.143.049 (Currently serving as Regular Sub Teacher)	Teaching Assistant, NSS A2257.143.061 (Michael Montanaro)	September 1, 2015
	Bernadette Boland	Teacher Speech Kalfas (.7) – A2256.133.059 Kalfas (.3) – A2256.133.061	Teacher Speech Central Office A2256.133.007	September 1, 2015
	Kathryn Canterbury	Teaching Assistant, LPS A2257.143.050 (Currently serving in other District Position as Regular Sub Teacher)	Teaching Assistant, NSS F2103.143.061.0116 (Valerie Klender)	September 1, 2015
	Carrie Cino	TSA as Instructional Coach Mann - F2103.138.067.4316 (.6) HP - F2103.138.058.4316 (.4)	TSA as Instructional Coach Mann - F2103.138.067.4316 (.5) HP - F2103.138.058.4316 (.5)	September 1, 2015
	Lisa Ferenc	TSA as Instruc. Coach, Abate F2103.120.056.0116	TSA as Instruc Coach, Cataract F2103.120.057.0116	September 1, 2015
	Angela Manella	Grade K Teacher Kalfas A2110.110.059	TSA as Instructional Coach Abate (.5) – F2103.138.056.0116 Maple (.5) – F2103.138.060.0116	September 1, 2015
	Anne Mardon	TSA as Instructional Coach GPS – F2103.138.049.0116 (.6) LPS – F2103.138.050.0116 (.4)	TSA as Instructional Coach GPS – F2103.138.049.0116 (.5) LPS – F2103.138.050.0116 (.5)	September 1, 2015
	Angelica Martin	Teaching Assistant, GPS A2257.143.049 (Currently serving in other District Position as Regular Sub Teacher)	Teaching Assistant, Hyde Park A2257.143.058 (Danielle Brown)	September 1, 2015
	Jessica Onevelo-Kulbago	Teacher Library, GPS A2610.133.049	Teacher Library, LPS A2610.133.050	September 1, 2015

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. INVOLUNTARY TRANSFERS (Continued)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Vanessa Sanchez	Teaching Assistant Cataract (.5) – F2103.143.057.0116 Abate (.5) – F2103.143.056.0116	Teaching Assistant Niagara Street F2103.143.061.0116	September 1, 2015
Rutherford Watson	Teaching Assistant, NSS A2257.143.061	Teaching Assistant, GPS A2257.143.049	September 1, 2015
Rashad Williams	Teaching Assistant, NSS A2257.143.061	Teaching Assistant, LPS A2257.143.050	September 1, 2015

XI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Renwick Feagin	Teaching Assistant, LPS (Lauren Falsetti)	Educational, (without pay)	September 1, 2015 – January 31, 2016
Kelly Piccirillo	Teacher Grade 1, NSS (Lisa Runions)	Child-Rearing (without pay)	September 1, 2015 – Feb 5, 2016 (First Semester)
Joanne Romanchock	Teaching Assistant, Abate (Sara Morreale)	FMLA (without pay)	September 1, 2015 – February 29, 2016

XII. NFHS COUNSELORS – PER DIEM – SUMMER WORK

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Tammy Novak	4 days	\$317.76 General Fund	Scheduling Work
Pamela Smith	4 days	\$462.46 General Fund	Scheduling Work

XIII. SCHEDULE B / TRC PRESENTERS

1. SPEECH PATHOLOGIST – JULY & AUGUST 2015 – NTE 8 HOURS – F2103.131.007.2115

Nicole Kuna

2. (REVISED FROM 7/02/15 REPORT) – MSP GRANT COACHES – NTE 20 HOURS EACH – F2103.140.007.2116

<u>HEAD TEACHER</u>	<u>HEAD TEACHER</u>
Colleen Caprio	Carrie Cino

3. CATARACT 8-1-2 CLASS TRAINING IMPLEMENTATION – NTE 15 HOURS EACH – F2250.132.098.0716

Kathryn Barto	Noelle Gaetano-Kasprzak	Mary Kurek	Kelvin Martin
Karyn Morrison	Sarah Ruffolo	Corinna Scozzarro	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- XIII. **SCHEDULE B / TRC PRESENTERS (Continued)**
4. **TRC PRESENTATIONS – NTE HOURS BELOW @ \$50.00 PER HOUR – F2070.131.007.8116**
- A. **INTRODUCTION TO READING MASTERY – AUGUST 27, 2015 – NTE 3 HOURS**
Virginia Sukmanowski
- B. **FIRST GRADE JOURNEYS OVERVIEW – AUGUST 31, 2015 – NTE 3 HOURS EACH**
Deanna Cudahy Maria D'Antonoli Lyndie Grant
- C. **SECOND GRADE JOURNEYS OVERVIEW – AUGUST 31, 2015 – NTE 3 HOURS EACH**
Maria Ehde Lynn Pasek
- D. **INTRODUCTION TO FOUNDATIONS LEVEL 2 (MORNING) & INTRODUCTION TO FOUNDATIONS LEVEL 3 (AFTERNOON) – AUGUST 31, 2015 – NTE 6 HOURS**
Tammy Zaker
- E. **FALL WORKSHOPS: BOOK STUDY: I READ IT BUT I DON'T GET IT – SEPTEMBER 17 THROUGH OCTOBER 29, 2015 – NTE 9 HOURS**
Giannina Lucantoni-Slepian
- F. **OVERVIEW OF CORRECTIVE READING – AUGUST 25, 2015 – NTE 3 HOURS**
Miquel Tomkiel
- G. **OVERVIEW OF KINDERGARTEN – AUGUST 31, 2015 – NTE 3 HOURS EACH**
Allison Pasquantino Joanne Washcalus
- H. **OVERVIEW OF SECOND GRADE JOURNEYS – AUGUST 31, 2015 – NTE 3 HOURS**
Nancy Sarkees
5. **PHYSICAL EDUCATION TRAINING – AUGUST 26, 2015 – NTE 6 HOURS – A2103.140.096**
Edwin Maynard
6. **SUBSTITUTE ORIENTATION: NTE 2 HOURS EACH – ONE DAY PER MONTH – SEPTEMBER 2015 – JUNE 2016 – A2103.140.098**
Joy Pazamickas Tammy Zaker

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII. SCHEDULE B / TRC PRESENTERS (Continued)

7. MSP ENGINEERING (ELEMENTARY) – NTE 3 HOURS

Tammy Zaker

8. MSP GRANT – INSTRUCTIONAL COACHES WORKSHOP PREPARATION & PRESENTATION – NTE 20 HOURS EACH – HEAD TEACHER PAY

Colleen Caprio

Carrie Cino

9. OPENING OF SCHOOLS PREPARATION – CEC – NTE 18 HOURS – A2103.140.096

Nicole Gall

10. PROMISE GRANT COORDINATORS – NTE 25 ADDITIONAL HOURS EACH – DECEMBER 2014 – AUGUST 2015 – F2103.140.007.5715

Nicole Cafarella

Deanna Giambra

Tanya Sweitzer

A100 PREP LEVEL – LOTE ASSESSMENTS – NTE 11.25 HOURS

Miquel Carey

A102 ELEMENTARY ART COMMITTEE – NTE 11.25 HOURS

Corey Bley

C102 RECISIONS/ADDITIONS – NTE HOURS BELOW – GRADES KINDERGARTEN – 2 ELA CURRICULUM

RESCIND 26 HOURS

Janis Leo

ADDITIONAL 17.5 HOURS

Maria D'Antonoli

ADDITIONAL 2.5 HOURS

Debra Olear

ADDITIONAL 17.5 HOURS

Maria Ehde

ADDITIONAL 2.5 HOURS

Angela Manella

ADDITIONAL 7.5 HOURS

Lynn Pasek

ADDITIONAL 37.50 HOURS

Allison Pasquantino

ADDITIONAL 3.75 HOURS

Susan Ross

ADDITIONAL 2.5 HOURS

Nancy Sarkees

ADDITIONAL 11.25 HOURS

Joanne Washcalus

C108 ADDITIONS – NTE HOURS BELOW – GRADE 7 MATHEMATICS CURRICULUM

ADDITIONAL 7.5 HOURS

Amanda Molnar

ADDITIONAL 7.5 HOURS

Justin Speidel

C109 ADDITIONS – NTE HOURS BELOW – GRADE 8 MATHEMATICS CURRICULUM

ADDITIONAL 3.75 HOURS

Derek Frommert

ADDITIONAL 3.75 HOURS

Julia Meyers

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII. SCHEDULE B / TRC PRESENTERS (Continued)

C110 ADDITIONS – NTE HOURS BELOW – GRADE 7 & 8 MATHEMATICS AIS CURRICULUM

ADDITIONAL 3.75 HOURS

Cory Savard

C111 ADDITIONS – NTE HOURS BELOW – PREP SCHOOL MATHEMATICS HEAD TEACHER

ADDITIONAL 11.25 HOURS

Maria Murgia

C129 ADDITIONS – NTE HOURS BELOW – CO-TEACHING MODELS AND GUIDELINES

ADDITIONAL 7.5 HOURS

Nicola Condino

ADDITIONAL 11.25 HOURS

Scott Misterkiewicz

ADDITIONAL 11.25 HOURS

Linda Silvestri

ADDITIONAL 11.25 HOURS

Joseph Tiberi

C131 ADDITIONS – NTE HOURS BELOW – NIAGARA FALLS HIGH SCHOOL SPECIAL EDUCATION

ADDITIONAL 7.5 HOURS

Marian Homiszczak

ADDITIONAL 7.5 HOURS

Michael LeBlanc

C132 RECISIONS/ADDITIONS – NTE HOURS BELOW – HIGH SCHOOL MATH – ALGEBRA (MAT 130)

RESCIND 11.25 HOURS

Deanna Matsulavage

ADDITIONAL 11.25 HOURS

William Rodgers

C137 ADDITIONS – NTE HOURS BELOW – ART CURRICULUM RENEWAL (KINDERGARTEN – GRADE 12)

ADDITIONAL 3.75 HOURS

Suzanne Miller

C138 RECISION – NTE HOURS BELOW – MUSIC CURRICULUM RENEWAL (KINDERGARTEN – GRADE 12)

RESCIND 3.75 HOURS

Kathy Costanzo

CA113 ADDITIONS – NTE 13.75 HOURS EACH – SOCIAL STUDIES CURRICULUM – PREP SCHOOL GRADE 8

Bryan Dean

Megan Glasser

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SCHEDULE C
A. FALL COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Matthew Leo	Assistant Football	\$3744 Step 1

ADDENDUM I, ITEM #I

I. CABINET EMPLOYMENT CONTRACTS FOR:
MARK LAURRIE, DEPUTY SUPERINTENDENT OF SCHOOLS, JOSEPH GIARRIZZO, ADMINISTRATOR FOR SCHOOL BUSINESS SERVICES, AND MARIA MASSARO, ADMINISTRATOR FOR HUMAN RESOURCES

CONTRACTS ARE ON FILE IN HRO (Human Resources Office)

ADDENDUM I, ITEM #I THROUGH #III

I.	<u>TEMPORARY APPOINTMENT</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Mark Beckett <u>R</u>	Employment Coordinator, NFHS	\$34,487 (pro-rated) F2830.130.045.5516	September 1, 2015 – June 30, 2016
II.	<u>REGULAR SUBSTITUTES</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Patricia Anthony <u>R</u>	Teacher Science CEC (.5)	\$24,251.50 Step 4-30M A2127.130.052	September 1, 2015 – June 30, 2016
	James Belin-Irving <u>S</u>	Teacher Science CEC (.5) \$20,492 Step 3-BA A2127.130.052 (Revised Salary)	Teacher Science CEC \$40,984 Step 3-BA A2127.130.052 (Revised Salary)	September 1, 2015 – June 30, 2016
	Matthew Duffy <u>R</u>	Teacher Social Studies GPS (.5) (Marcus Latham)	\$23,865.50 Step 1-40M A2128.130.049 (Revised Salary)	September 1, 2015 – June 30, 2016
	Thomas M. Filosofos <u>R</u>	Teacher Grade K Kalfas (Angela Manella)	\$48,547 Step 1-50M A2110.110.059 (Revised Salary)	September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM I, ITEM #I THROUGH #III (cont'd.)

II. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Peter Heuer <u>R</u>	Teacher Social Studies (.5) GPS \$20,099 Step 1-BA A2128.130.049	Teacher Social Studies CEC \$46,915 Step 1-30M A2128.130.052 (Frank Coney) (Revised Salary)	September 1, 2015 – June 30, 2016
Christine Marochi <u>S</u>	Teaching Assistant Abate (Joanne Romanchock)	\$31,239 Step 1 F2250.143.056.0716	September 1, 2015 – February 29, 2016

III. RECISION OF APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Sara Morreale <u>R</u>	Teaching Assistant Abate (Joanne Romanchock)	\$31,239 Step 1 F2250.143.056.0716	September 1, 2015 – February 29, 2016

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT ADDENDUM – CLASSIFIED STAFF

Mr. Cancemi moved to add to the agenda Addendum I to the Personnel Report for Classified Staff. Mr. Jocoy seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Abstention: Mr. Petrozzi

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #XII and Addendum, Item #I through #V. Mr. Jocoy seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Joyce Braham	School Monitor Lunch 3 Hours Kalfas	9 years 3 months	June 29, 2015
	Vince Cappello	Senior General Repairer Maintenance	30 years	August 28, 2015
	Elizabeth Mangno	Classroom Associate 5.5 Hours 79 th St.	17 years	August 11, 2015
	Mary McCracken	School Monitor Bus Transportation	27 years 9 months	August 24, 2015
	Lena Rochon	School Monitor Lunch 3 Hours Kalfas	10 years 3 months	September 2, 2015
	Nancy Ross	Nurse Practitioner NFHS	31 years	October 13, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Jody Bateman	Classroom Associate 5.5 Hours Maple	16 years	July 14, 2015
Virginia Kilmer	Classroom Associate 5.5 Hours Cataract	16 years 8 months	August 19, 2015
Michele Mena	Health Associate 6 Hours NSS (.6) Kalfas (.4)	10 years 7 months	August 19, 2015
Bethsabel Planadeball	Food Service Helper 3 Hours NFHS	9 months	August 10, 2015
Robin Rendina	Building Attendant Superintendent's Office	20 years 10 months	September 1, 2015

III. PROMOTIONAL APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Shanika Jones <u>R</u>	Food Service Helper 3 Hours Kalfas C2080.167.059	Food Service Helper 3.5 Hours Kalfas C2080.167.059	September 1, 2015 (probationary period was previously met)
Lynda Palmer <u>R</u>	School Monitor Lunch 3 Hours Hyde Park \$12.41 Step 3 C2080.176.058	Senior School Monitor 7 Hours 79 th Street \$16.87 Step 3 A2101.177.065	September 1, 2015 (probationary period ends on December 31, 2015)
Tina Panepinto <u>R</u>	Special Education Assoc. 5.5 Hrs 79 th Street \$13.95/hr. Step 2 A2252.173.065	Building Attendant Supt's Office \$21,769 Step 2 A1240.164.001	September 2, 2015 (probationary period ends March 1, 2016)
Rosa Strangio <u>R</u>	Assistant Cook GPS \$16.01/hr. Step 1 w/Longevity C2080.167.049	Cook LPS \$19.01/hr. Step 1 w/Longevity C2080.167.050	September 1, 2015 (probationary period ends November 30, 2015)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. PROBATIONARY APPOINTMENT (CHANGE OF STATUS)

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Judith Glaser <u>R</u>	Community Relations Director Superintendent's Office (provisional)	Community Relations Director Superintendent's Office (probationary)	August 28, 2015 (probationary period ends February 27, 2016)
JoAnn Silvaroli <u>R</u>	Nurse Practitioner (.6) NFHS	Nurse Practitioner (1.0) NFHS	October 14, 2015 (probationary period was previously met)
Patricia Williams <u>R</u>	Part-time Asst. Child Care Assoc. (4 Hours – 3 days per week) LPS \$12.50/hr. Step 1 A2252.173.050 (temporary)	Asst. Child Care Assoc. 6 Hours NFHS \$12.94/hr. Step 2 A2252.173.045 (probationary)	September 1, 2015 (probationary period ends December 31, 2015)

V. PROBATIONARY APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kathleen Becker <u>R</u>	Food Service Helper 3 Hours Location TBD	\$13.57/hr. Step 1 C2080.167.XXX	September 1, 2015 (probationary period ends February 29, 2016)
Laura Erias <u>R</u>	Asst. Child Care Associate 6 Hrs. 79 th Street	\$12.50/hr. Step 1 A2252.173.065	September 1, 2015 (probationary period ends December 31, 2015)
Mary Hosey <u>R</u>	Food Service Helper 3 Hours Location TBD	\$13.57/hr. Step 1 C2080.167.XXX	September 1, 2015 (probationary period ends February 29, 2016)
Brenda Kennedy <u>R</u>	Food Service Helper 3 Hours Location TBD	\$13.57/hr. Step 1 C2080.167.XXX	September 1, 2015 (pending pre-employment requirements) (probationary period ends - date to be determined)
Melissa Molly <u>R</u>	Special Education Assoc. 5.5 Hrs Cataract	\$13.95/hr. Step 2 A2252.173.057	September 1, 2015 (probationary period ends December 31, 2015)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	July 14, 2015 - September 30, 2015
Michelle Cutler	Health Associate 7 Hours NFHS (Margaret Ewing)	\$14.63/hr. Step 3 w/Longevity A2815.174.045	September 1, 2015 - December 31, 2015
Laura Erias	Special Ed. Associate 5.5 Hours 79 th Street (Tina Panepinto)	\$13.95/hr. Step 2 A2252.173.065	September 2, 2015 - March 1, 2016
Paul Jaroszewski	Driver - Student Services 10 mos. Student Services (Fred DeMartin)	\$15.96/hour A1660.169.098	September 1, 2015 - June 30, 2016
Robin Kayser	Classroom Associate 5.5 Hours GJ Mann (MaryBeth Manning)	\$14.43/hr. Step 3 F2510.177.067.3116	September 1, 2015 - March 31, 2016
Tammy Perry	Assistant Cook GPS (Rosa Strangio)	\$16.41/hr. Step 2 C2080.167.049	September 1, 2015 - November 30, 2015
Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	August 17, 2015 - September 30, 2015
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	July 13, 2015 - September 30, 2015

VII. APPOINTMENTS FOR 2015-16 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Chantele Barber <u>R</u>	School Monitor Lunch 3 Hours Hyde Park	\$12.41/hr. Step 3 C2080.176.058	September 1, 2015
Yolanda Carr <u>R</u>	School Monitor Lunch 3 Hours Maple	\$12.41/hr. Step 3 C2080.176.060	September 1, 2015
Joan Donahue <u>R</u>	School Monitor Lunch 3 Hours Cataract	\$12.41/hr. Step 3 C2080.176.057	September 1, 2015
Kim Dorato <u>R</u>	Classroom Associate 5.5 Hours 79 th Street	\$14.43/hr. Step 3 F2510.177.065.3116	September 1, 2015
Kelly Ferguson <u>R</u>	Classroom Associate 5.5 Hours Abate	\$14.43/hr. Step 3 F2510.177.056.3116	September 1, 2015
Kristi Marcyan <u>R</u>	School Monitor Lunch 3 Hours Kalfas	\$12.41/hr. Step 3 C2080.176.059	September 1, 2015
Evelyn Rogers <u>R</u>	Classroom Associate 5.5 Hours Cataract	\$14.43/hr. Step 3 F2510.177.057.3116	September 1, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Renee McCarthy	Food Service Helper 3 Hours Hyde Park C2080.167.058	Food Service Helper 3 Hours NFHS C2080.167.045	September 1, 2015
	Jacqueline Rivera	Food Service Helper 3 Hours NSS C2080.167.061	Food Service Helper 3 Hours GPS C2080.167.049	September 1, 2015
IX.	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Nadine Baugh	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours NSS C2080.176.061	September 1, 2015
	Dawn Bradley	Classroom Associate 5.5 Hours Kalfas F2510.177.059.3116	Classroom Associate 5.5 Hours Hyde Park F2510.177.058.3116	September 1, 2015
	Patricia Buchman	Asst. Child Care Assoc. 6 Hours Maple A2252.173.060	Asst. Child Care Assoc. 6 Hours GPS A2252.173.049	September 1, 2015
	Maxine Casey	Asst. Child Care Assoc. 6 Hours GJ Mann A2252.173.067	Asst. Child Care Assoc. 6 Hours Cataract A2252.173.057	September 1, 2015
	James Colquitt	Associate Physical Ed. 7 Hours NFHS A2164.171.045	Class. Associate P.E. 5.5 Hours Abate A2164.171.056	September 1, 2015
	Michelle Cutler	Health Associate 7 Hours NFHS A2815.174.045	Classroom Associate 5.5 Hours Abate F2510.177.056.3116 (currently serving as Temp. Health Assoc.)	September 1, 2015
	Maggie Davis	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours Abate C2080.176.056	September 1, 2015
	Tony Elrod	Class. Associate P.E. 5.5 Hours Abate A2164.171.056	Class. Associate P.E. 6.5 Hours LPS A2164.171.050	September 1, 2015
	Margaret Ewing	Health Associate 6.5 Hours GPS (.5) – A2815.174.049 LPS (.5) – A2815.174.050	Health Associate 7 Hours NFHS A2815.174.045	September 1, 2015
	MaryAnn Fennell	Health Associate 6 Hours Abate (.6) – A2815.174.056 Hyde Park (.4) – A2815.174.058	Health Associate 6 Hours Abate (.5) – A2815.174.056 NSS (.5) – A2815.174.061	September 1, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IX.	<u>INVOLUNTARY TRANSFERS (Continued)</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Brenda Huffman	Special Ed. Associate 5.5 Hours Abate A2252.173.056	Special Ed. Associate 5.5 Hours 79 th Street A2252.173.065	September 1, 2015
	Joan Jacobs	Asst. Child Care Assoc. 6 Hrs NFHS A2252.173.045	Asst. Child Care Assoc. 6 Hours GPS A2252.173.049 (Revision from 7/02/15 Report)	September 1, 2015
	Robin Kayser	Classroom Associate 5.5 Hrs Kalfas F2103.171.059.0115	School Monitor Lunch 3 Hours GJ Mann C2080.176.067 (currently working as temp. Pre-K Assoc.)	September 1, 2015
	Doris McClain	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours Kalfas C2080.176.059	September 1, 2015
	Mary McCracken	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours Abate C2080.176.056	September 1, 2015
	Concetta Merante	School Monitor Lunch 3 Hours Niagara Street C2080.176.061	School Monitor Lunch 3 Hours GPS C2080.176.049	September 1, 2015
	Elizabeth Pruitt	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours Maple C2080.176.060	September 1, 2015
	Kathleen Sirianni	Classroom Associate 5.5 Hours Kalfas F2510.177.059.3116	Classroom Associate 5.5 Hours Maple F2510.177.060.3116	September 1, 2015
	Sharon Thompson	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours GPS C2080.176.049	September 1, 2015
	Andrea Wood	Associate Bus Monitor Transportation A5510.170.027	School Monitor Lunch 3 Hours Kalfas C2080.176.059	September 1, 2015
X.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Mary Jane Dutton	School Monitor Lunch 3 Hours Cataract	Personal (without pay)	September 1, 2015 – March 2, 2016
	MaryAnn Fennell	Health Associate 6 Hours Abate (.5) NSS (.5)	Medical (without pay)	September 1, 2015 – October 27, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. LEAVE OF ABSENCE (cont'd.)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Andrea Greig	School Nurse Niagara Street	Medical (without pay)	September 1, 2015 – October 2, 2015
Donald Harris	Classroom Associate 5.5 Hours Niagara Street	Medical (without pay)	September 2, 2015 – October 5, 2015
Mary Beth Manning	Classroom Associate 5.5 Hours GJ Mann	Personal (without pay)	September 1, 2015 – March 31, 2016
Paul Marion	General Repairer Maintenance	Military (with pay)	August 3-7, 2015; August 10-12, 2015; September 9-10, 2015
Tina Panepinto	Special Ed. Associate 5.5 Hours 79 th Street	Other (to take other District position)	September 2, 2015 – March 1, 2016
Richard Silvaroli	Custodian Niagara Street (Vincent Ventry, Sr.)	Personal Leave (without pay)	July 13, 2015 – July 12, 2016
Rosa Strangio	Assistant Cook GPS	Other (to take other District position)	September 1, 2015 – November 30, 2015
James Tiede	General Repairer Maintenance	Military (with pay)	July 17, 2015

XI. ADDITIONAL HOURS

A. OPENING OF SCHOOLS PREPARATION – HYDE PARK – NTE 10 HOURS – A2020.178.058

Jacquelyn Alfearie

B. OPENING OF SCHOOLS PREPARATION – KALFAS – NTE 20 HOURS – A2020.178.059

Barbara Gruarin

C. PHYSICAL EDUCATION TRAINING – AUGUST 26, 2015 – NTE 6 HOURS EACH

Michelle Bailey	James Colquitt	Luciana D'Amico	Vicky Drylewski
Mark Edwards	Tony Elrod	Anne Marie Fowle	Judy Kutis
Donna Mariglio	Brenda Mitrovich	Deborah Pucci	Margaret Sertick
Grace Stewart	Tina Vigrass	Brenda Waters	Regina Walker

XII. SUSPENSIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REASON</u>	<u>DATE(S)</u>
James Tiede	General Repairer Maintenance	Disciplinary Action (3 days without pay)	September 21, 22, 23, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

ADDENDUM

I. RECISION OF PROBATIONARY APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kathleen Becker <u>R</u>	Food Service Helper 3 Hours Location TBD	\$13.57/hr. Step 1 C2080.167.XXX	September 1, 2015 (probationary period ends February 29, 2016)

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Deidra Bettis <u>R</u>	Asst. Child Care Associate 6 Hrs. NFHS	\$12.50/hr. Step 1 A2252.173.045	September 1, 2015 (probationary period ends December 31, 2015)
Mary Hosey <u>R</u>	Food Service Helper 3 Hours NFHS (Revised Location)	\$13.57/hr. Step 1 C2080.167.045	September 1, 2015 (probationary period ends February 29, 2016)
Brenda Kennedy <u>R</u>	Food Service Helper 3 Hours Hyde Park (Revised Location)	\$13.57/hr. Step 1 C2080.167.058	September 1, 2015 (pending pre-employment requirements) (probationary period ends - date to be determined)
Dawn Veres <u>R</u>	Food Service Helper 3 Hours Location TBD	\$13.57/hr. Step 1 C2080.167.0XX	September 1, 2015 (probationary period ends December 31, 2015)

III. APPOINTMENTS FOR 2015-16 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Kathleen Becker <u>R</u>	School Monitor Lunch 3 Hours Cataract	\$12.41/hr. Step 3 C2080.176.057	September 1, 2015

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Deidra Bettis <u>R</u>	Food Service Helper 3 Hours NFHS	Other (to take other District position)	September 1, 2015 – December 31, 2015
Amber Eagan <u>R</u>	Technology Associate 6 Hours Information Services	Personal (without pay)	September 1, 2015 – December 31, 2015
Renee McCarthy <u>R</u>	Food Service Helper 3 Hours NFHS	Personal (without pay)	September 1, 2015 – January 29, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V. ADDITIONAL HOURS

A. OPENING OF SCHOOL PREPARATION – ABATE – NTE 10 HOURS – A2020.178.056

Pamela Fuller
427 – 26th Street
Niagara Falls, NY 14303

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on June 18, 22, 25, 30, July 7, 8, 9, 10, 14, 17, 28, 30, August 4, 7, 11, 19, and 21, 2015 to review and initiate the placement of students with disabilities

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see “Meetings”, 2015, 8/27/15, 4, 4.08](#)) made by the Committee on Special Education.

The vote on the motion was unanimous.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on July 9, 23, 29, August 13, 20, 2015 to review and initiate the placement of preschool students with disabilities.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 8/27/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2014-2015 and 2015-2016 school year.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contract was received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Jon Gatto The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	July 14, 15, 16, 2015	Susan Rhodenizer	Maria Massaro 8/19/15 Cynthia Bianco 8/19/15
2.	Diane Hyzy 19 Curtis Parkway Buffalo, NY 14223	Workshop	August 26, 27, 2015	Susan Rhodenizer	Maria Massaro 8/19/15 Cynthia Bianco 8/19/15
3.	Mary Lynn Bieron 176 Kinsey Avenue Kenmore, NY 14217	Workshop	August 26, 27, 2015	Susan Rhodenizer	Maria Massaro 8/19/15 Cynthia Bianco 8/19/15
4.	Donna Strzalka 157 Heather Road Cheektowaga, NY 14225	Workshop	July 12 – 26, 2015 August 3 – 12, 2015	Susan Rhodenizer	Maria Massaro 8/27/15 Cynthia Bianco 8/27/15

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 ACCEPTANCE OF FUNDS FOR THE 2014-2015 SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL (ECHS) GRANT

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

6.01 ACCEPTANCE OF FUNDS FOR THE 2014-2015 SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL (ECHS) GRANT (cont'd)

WHEREAS, This grant will promote college level coursework by Niagara Falls High School students who are considered “at-risk” for future college enrollment; and

WHEREAS, NFHS students will be dually enrolled at Niagara University and Niagara Falls High School; and

WHEREAS, Official notification of approval of the application and award in the amount of \$111,848 have been received; now therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2014-2015 Smart Scholars Early College High School (ECHS) Grant; and

RESOLVED, that the grant award of \$111,848 be credited to Revenue Account F3289.630.15 Grant; and

RESOLVED, that the money be expended in the following function/object codes:

Account Code	Description	Amount
F2103.138.007.6315	PROGRAM COORDINATOR	\$ 15,517
F2103.132.007.6315	SUMMER – PER DIEM	2,328
F2103.140.098.6315	PROFESSIONAL DEV SCHED B	8,200
F2103.149.098.6315	SUBSTITUTES	1,200
F2103.404.007.6315	CONSULTANT	61,025
F2103.540.007.6315	SUPPLIES	5,842
F2103.409.007.6315	TRAVEL	8,200
F2103.803.096.6315	FICA/MEDICARE	2,084
F2103.802.096.6315	CERT PENSION	3,850
F2103.807.096.6315	HEALTH INSURANCE	<u>3,602</u>
TOTAL		\$111,848

Revenue Code: F3289.630.15

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Smart Scholars Early College High School (ECHS) Grant
3. Funding Source: Bill and Melinda Gates Foundation and the New York State Education Department
4. Total Budget: \$111,848
5. Total Staff: .2

Major Objectives:

The purpose of promoting enrollment, attendance, and success in college level course work by High School students who are considered “at-risk” for future college enrollment.

The vote on the motion was unanimous.

6.02 APPROVAL OF LEASE AGREEMENT WITH PITNEY BOWES TO FURNISH MAILING SYSTEM 9/1/2015 – 8/31/2020

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

It was explained that the lease had expired; new lease cost less than it did before. The District's mail service is now being handled by staff.

WHEREAS, The City School District of the City of Niagara Falls City wishes to enter into a lease agreement with Pitney Bowes for 60 months commencing on September 1, 2015, to furnish a Connect + 3000 Series WOW Mailing System with attachments; and

WHEREAS, The lease will be for \$703.15.00 per month including maintenance to be paid in quarterly installments of \$2,109.45;

WHEREAS, Pitney Bowes is providing this as a service to a public school district at the District's request; and

WHEREAS The Superintendent recommends entering the lease agreement with Pitney Bowes to provide the requested service; now therefore be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby approves the attached Lease Agreement with Pitney Bowes to furnish a Connect + 3000 Series WOW Mailing System with attachments, including maintenance to the District for a 60 month period commencing on September 1, 2015 with a payment of \$703.15 per month, paid in quarterly installments of \$2,109.45; and be it further

RESOLVED, That the President of the City School District of the City of Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.02 APPROVAL OF LEASE AGREEMENT WITH PITNEY BOWES TO FURNISH MAILING SYSTEM 9/1/2015 – 8/31/2020 (cont'd.)

PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT NJPA STATE AND LOCAL TERM RENTAL, Contract #0403012-PIT

Agreement Number									

Your Business Information

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)
630 66TH ST	NIAGARA FALLS	NY 14304-2212
Billing Address: Street	City	State Zip+4
		21719644862
Billing Contact Name	Billing Contact Phone #	Billing CAN #
630 66TH ST	NIAGARA FALLS	NY 14304-2212
Installation Address (if different from billing address): Street	City	State Zip+4
		64996320202
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Fiscal Period (from - to)	Customer PO #	Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check Items to be Included in customer's payment
1	Mail Stream Solution - 1	<input checked="" type="checkbox"/> Service Level Agreement
1	Connect+ 3000 Series WOW	Tier 2 - Provides Standard SLA plus Training and printhead replacement
1	Connect+ Series Meter	
1	270/170 LPM Feature	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	149 lb Interfaced Weighing	
1	10 in. Display - Standard Apps Center	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and center updates
1	Connect+ Mono Printer	If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PB's current rates.
1	Connect+ Power Stackler	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage needs
1	pbSmartPostage Free	() Value Based Services
1	IntelliLink Subscription	() Purchase Power® credit line
1	70/149 lb Weighing Platform	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
1	Additional Items on following page	

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*	() Required advance check of \$() received
First 60	\$703.15	\$2,109.45	Tax Exempt# State Tax (if applicable)
			() Tax Exempt Certificate Attached
			() Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and that it is your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been requested. Upon termination of this lease, you shall be deemed to have accepted the terms of the governing body's denial of the appropriation request and shall be deemed to have accepted the terms of the governing body's denial of the appropriation request. This shall not constitute an admission of liability for the denial of the appropriation request.

By signing below, you agree to be bound by all the terms and conditions of the Agreement, including those located in the NJPA Contract Number C-0012-PIT, effective date July 11, 2012 which are available at www.pb.com/state/njpa and are incorporated by reference. The lease will be binding on H&J's only after H&J's has completed its order and documentation approval process and an authorized H&J's employee signs below.

Customer Signature	Date
Print Name	Title
Sales Information	Email Address
Ernest Jeneault	007
Account Rep Name	District Office
	PBGS Acceptance

6.03 APPROVAL OF THE CANNON DESIGN PROPOSAL FOR THE 2015-16 BUILDING CONDITION SURVEY

Mr. Cancemi moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, Every five years the District is mandated by the State to secure the services of an outside firm to conduct a Building Condition Survey and prepare a Five-Year Strategic Plan; and

WHEREAS, The District has received a proposal from Cannon Design via the Erie 1 BOCES RFP for Building Condition Services providers, to provide these services for a fee of \$133,773.00. State Reimbursement should amount to \$131,097.00 resulting in the District's share being \$2,676.00; therefore be it

RESOLVED, That the Niagara Falls Board of Education hereby approves a Contract with Cannon Design in accordance with the terms and conditions of the Proposal submitted by Cannon Design attached hereto [\(BoardDocs, see "Meetings", 2015, 8/27/15, 6, 6.03\)](#) for conducting a Building Condition Survey and preparing a Five-Year Strategic Plan for a fee of \$133,773.00. which with State reimbursement of \$131,097.00 results in a cost of \$2,676.00 to the District; and further

RESOLVED that the Contract is subject to such additions and modifications as may be required by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on the Contract.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.04 APPROVAL OF PAYMENT #23 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #2

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

6.04 APPROVAL OF PAYMENT #23 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #2 (cont'd.)

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and District Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$83,729.26; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$296,382.83; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$83,729.26 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #23; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.05 APPROVAL OF PAYMENT #26 TO FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #2

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Ferguson Electrical Construction Co., Inc. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and Administrator for School Business Services; and

WHEREAS, Ferguson Electrical Construction Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$15,755.46; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurrie, District Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$143,270.14; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$15,755.46 to Ferguson Electrical Construction Co., Inc., 333 Ellicott Street, Buffalo, New York 14203 in accordance with the Application and Certificate for Payment #26; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.06 APPROVAL OF PAYMENT #12 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment"; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$120,853.83; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$126,525.52; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$120,853.83 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.07 APPROVAL OF PAYMENT #13 TO FREY ELECTRICAL CONSTRUCTION CO. INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th 2014, with Frey Electric Construction Co. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Frey Electric Construction Co. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$42,045.57; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurrie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$186,211.56; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$186,211.56 to Frey Electric Construction Co., 100 Pearce Avenue Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.08 APPROVAL OF PAYMENT #13 TO HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Huber Construction Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Huber Construction Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$134,126.99; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$265,367.85; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings ; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$134,126.99 to Huber Construction Inc., 136 Taylor Drive Depew New York 14043 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.09 – 6.13 CHANGE ORDERS

Mr. Petrozzi is still reviewing change orders on behalf of the Board.

6.09 APPROVAL OF CHANGE ORDER NO. 104-062 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.038.017)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No.104 - 063 in the amount of \$2,615.00 to Ferguson Electrical Construction Co. and 333 Ellicott Street Buffalo, NY 14203; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.10 APPROVAL OF CHANGE ORDER NO. 104-063 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.014.017)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

6.10 APPROVAL OF CHANGE ORDER NO. 104-063 FOR FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION - CONTRACT 104 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.014.017) (cont'd.)

RESOLVED, That the Board of Education approve Change Order No.104 - 063 in the amount of \$2,615.00 to Ferguson Electrical Construction Co. and 333 Ellicott Street Buffalo, NY 14203; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.11 APPROVAL OF CHANGE ORDER NO. 101-063 FOR HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION - CONTRACT 101 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE 3– (SED 40.08. 00.01.0.005.013)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 101-037 in the amount of \$305,086.00 to Huber Construction Inc., at 136 Taylor Drive Depew, NY 14043; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.11 APPROVAL OF CHANGE ORDER NO. 101-063 FOR HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION - CONTRACT 101 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE 3– (SED 40.08. 00.01.0.005.013) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.12 APPROVAL OF CHANGE ORDER NO. 101-038 FOR HUBER CONSTRUCTION CO., INC. FOR GENERAL CONSTRUCTION - CONTRACT 101 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE 3 – (SED 40.08. 00.01.0.011.013)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 101-038 in the amount of \$229,172.00 to Huber Construction Inc., at 136 Taylor Drive Depew, NY 14043; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF CHANGE ORDER NO. 105-009 FOR MARK CERRONE INC. FOR SITE DEVELOPMENT WORK CONSTRUCTION - CONTRACT 105 SITE DEVELOPMENT WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS – (SED 40.08. 00.01.0.026.012)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 105-009 in the amount of \$24,214.00 to Mark Cerrone, Inc., 2368 Maryland Avenue Niagara Falls, NY 14305; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.14 APPROVAL MEMORANDUM OF AGREEMENT BETWEEN THE NIAGARA FALLS BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS CYNTHIA A. BIANCO

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, For more than 49 years Cynthia A. Bianco has served the District with distinction in various positions, the last 6 years as Superintendent of Schools; and

WHEREAS, the Contract between Cynthia A. Bianco as Superintendent of Schools and the Niagara Falls City School District Board of Education last renewed on January 30, 2014, provides for certain benefits to be paid, upon the Superintendent's retirement; and

WHEREAS the Superintendent will retire effective June 30, 2016; and

6.14 APPROVAL MEMORANDUM OF AGREEMENT BETWEEN THE NIAGARA FALLS BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS CYNTHIA A. BIANCO (cont'd.)

WHEREAS, the Board and the Superintendent wish to affirm and reaffirm and memorialize the benefits due the Superintendent upon her retirement as Superintendent, as delineated in the Superintendent's Contract and otherwise approved by various Boards of Education; and

WHEREAS, approval of the Memorandum of Agreement will avoid any questions and misunderstanding in the future as to the Superintendent's right to the benefits and the Board's approval of those benefits; therefore be it

RESOLVED, That the Board of Education approves the Memorandum of Agreement between the Niagara Falls Board of Education and Superintendent of Schools Cynthia A. Bianco attached hereto, which Memorandum of Agreement memorializes the benefits due the Superintendent upon retirement; and further

RESOLVED, that the President of the Board be authorized and directed to execute such Agreement; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

CITY SCHOOL DISTRICT OF THE CITY NIAGARA FALLS
NIAGARA FALLS, NEW YORK

MEMORANDUM OF AGREEMENT BETWEEN THE NIAGARA FALLS BOARD OF EDUCATION AND CYNTHIA A. BIANCO, SUPERINTENDENT OF SCHOOLS

WHEREAS, the Contract between Cynthia A. Bianco as Superintendent of Schools and the City School District of the City of Niagara Falls Board of Education last renewed on January 30, 2014 provides for benefits to be paid for the Superintendent upon the Superintendent's retirement; and

WHEREAS the Superintendent will retire effective June 30, 2016; and

WHEREAS, the Board and the Superintendent wish to memorialize the benefits due the Superintendent upon her retirement as Superintendent, as delineated in the Superintendent's Contract and otherwise approved by various Boards of Education;

Now therefore the Board and the Superintendent agree as follows:

1. That upon the retirement of Cynthia A. Bianco as Superintendent of Schools, effective June 30, 2016, the Board will those benefits agreed to and delineated in the Contract between Cynthia and the Board last renewed January 30, 2014 together with additional benefit(s) as delineated herein and otherwise approved by the various Boards of Education, consisting of:
 - a. Fully paid pension, retirement and Social Security benefits.
 - b. Unused Vacation days: Paid for the accumulated Vacation if any and the full remainder of vacation allowance for 2015 -2016 school year as of June 30, 2016

6.14 APPROVAL MEMORANDUM OF AGREEMENT BETWEEN THE NIAGARA FALLS BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS CYNTHIA A. BIANCO (cont'd.)

- c. Unused Sick days and Unused Personal days accumulated to a maximum of 300 days. Paid according to Terminal Leave Formula
- d. Group Life Insurance: Split Dollar: \$50,000. Premium to be paid by the Superintendent upon retirement.

Premium paid by the District prior to Superintendent's retirement shall be a lien against the Policies and recoverable upon the death of Cynthia A. Bianco or the termination of the Policies.

- e. Health Insurance: Fully paid family health including Medical, Hospital, Dental, Vision, Prescription, Major Medical , to be paid for the Superintendent and her spouse for the lifetime of the Superintendent subject to such adjustment as may be appropriate with respect to Medicare provisions and coverage.

An appropriate adjustment shall be any adjustment resulting in Medicare coverage together with additional coverage afforded the Superintendent in the year prior to her retirement which is as follows:

Medical: Upon retirement the Superintendent and her spouse shall receive a fully paid supplemental medicare or medigap insurance plan for the lifetime of the Superintendent. Should the Superintendent pre-decease her spouse, he shall have a one-time opportunity to purchase this benefit through the District at 100% of the premium equivalent.

Dental: Family Coverage: Preventative 100%;basic 100%, Major100%

Vision: Family Coverage: 100% exam;In full lenses/\$50.00 Frames/\$100.00 contact; \$500.00 maximum per year

Life: Term Life\$ 100,000 (currently \$65,000 due to) With 30 day conversion and with the premiums paid by the Superintendent upon retirement

HRA: \$2,500.00 per year for the lifetime of the Superintendent. Should the Superintendent pre-decease her spouse, the account shall no longer be funded annually and he shall be permitted to expend any remaining balances in this account

- f. Long Term Care Insurance: UNUM Insurance Policy No: LNC607860

2. The Parties agree that except as herein provided, neither the Superintendent nor her spouse shall be entitled to any further benefits upon her retirement. Upon the death of the Superintendent, should her spouse survive her, all benefits shall cease except that her spouse shall have a one-time opportunity to enroll in the supplemental Medicare plan and for dental and vision insurances and become responsible for payment of premiums.

3. The Parties agree that the benefits stated herein shall not be reduced or diminished without the written consent of the Superintendent.

**6.14 APPROVAL MEMORANDUM OF AGREEMENT BETWEEN THE
NIAGARA FALLS BOARD OF EDUCATION AND SUPERINTENDENT OF
SCHOOLS CYNTHIA A. BIANCO (cont'd.)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date this
day of August 2015.

Superintendent

NIAGARA FALLS CITY SCHOOL DISTRICT

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

Mrs. Bianco thanked the Board for reaffirming benefits due upon her retirement. She stated that both her mother and husband are doing fine and that she plans to be here all school year. She stated that this will be her 50th year of getting to go to work.

**6.15 APPROVAL OF APPOINTMENT OF A BOARD MEMBER TO SERVE AS
REPRESENTATIVE ON THE NIAGARA/ORLEANS SCHOOL BOARDS
ASSOCIATION (NOSBA) BOARD**

Mr. Paretto moved for approval of the following resolution. Mr. Barstys
seconded the motion.

RESOLVED, That the Niagara Falls Board of Education hereby appoint *Carmelette
Rotella* to represent the Niagara Falls Board of Education on the NOSBA (Niagara/Orleans School
Boards Association) Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
August 27, 2015

Mrs. Bianco informed the Board of her meeting with the Superintendent of Lew-Port.

Staff will be presenting the Three-Year Strategic Plan at the end of September.

She highlighted District's initiatives to be presented this year – Smart School Committee, Attendance Committee, and Report Card Committee.

Policies to be addressed include the Transgender Policy.

The SED Commissioner will be visiting Maple Avenue School in September.

Mrs. Bianco welcomed everyone back and stated that she look forward to starting the school year just a little less than a week from now. Staff has been working hard to prepare and we are anxious to get under way.

Lots of professional development took place over the summer, as did Summer Camp, Wolverine Camp, and PEP Camps. You will hear about those in coming weeks.

Dads take Your Child To School Day is September 22; please let Mrs. Glaser know what school you will attend.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
August 27, 2015

Mrs. Bianco reported that she received an email today from a parent of a 2015 alumnus, extolling District staff. She wrote "During all the years of my son attending Niagara Falls schools, most all of the people teachers and staff alike ... that we have come in contact with have been just great! I hope his college experience is just as great!" Let's hope all our parents will feel the same way in the 2015-2016 academic year.

BOARD MEMBER EXCUSED

Mr. Barstys left the meeting at 7:30 p.m.

COMMENTS BY BOARD MEMBERS

Board members welcomed everyone back and that they look forward to the coming school year.

Mr. Restaino reminded everyone to vote in the upcoming general election.

ADJOURNMENT

Mr. Cancemi moved that the meeting be adjourned in memory of the following who recently passed away. Mr. Jocoy seconded the motion.

*Mrs. Lillie Griffin Thomas Kimble, former Home School Partner and Classroom Aide/Instructor

*Mr. Marshall J. Rotella, former Stationary Boiler Engineer

*Mrs. Betty O'Lay, mother of Karen Robins, retired Classroom Associate

*Mr. Raymond Salvatore Gomez, former math teacher

*Mrs. Ruby L. Smith, mother of Annie Carr (Secretary 3), grandmother of Cynthia R. Jones (Abate Principal) and Renwick P. Feagin (Teaching Assistant), and aunt of Terry Bone (Porter)

*Mr. Judge L. Bone, father of Terry Bone (Porter), uncle of Annie Carr (Secretary 3), and great-uncle of Cynthia R. Jones (Abate Principal) and Renwick P. Feagin (Teaching Assistant)

*Mrs. Mary F. Wawro, retired teacher

*Mrs. Louise B. Scalzo, retired Teaching Assistant and sister-in-law to Gloria Scalzo (cook)

*Mr. Felice E. "Cookey" Venturin, father of Cathy Costanzo (Music teacher), father-in-law to Robert Constanzo (Gym teacher) and father-in-law to Cathy Venturin (Secretary 1)

ADJOURNMENT (cont'd.)

*Mrs. Eleanor L. Jemison, former Teaching Assistant

*Mrs. Helen L. (Babb) Bellina, mother of Amy J. Beckett (Special Ed. Teacher). Mrs. Bellina also served as a volunteer grandmother through HANCI for the District

*Mrs. Geraldine D. Rogers, mother of Ruthel Dumas (District Clerk), mother-in-law to Rick Dumas (Porter), God mother to Mary Hosey (Cafeteria worker), grandmother of Margaret Ann Mozell (Family Support Assistant)

*Mrs. Shirley J. Runions, mother of Darlene R. Sprague (Administrator for Information Services) and grandmother of Lisa Runions (Regular Substitute teacher).

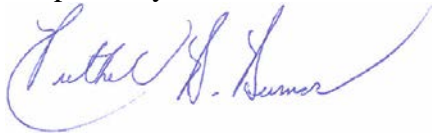
*Mrs. Rosaline C. Tabone, retired teacher.

*Mr. Richard J. Pozak, father of Julie Colosi (Math teacher) and the uncle of Patty Felton (Secretary 3).

All were in favor; motion carried unanimously.

The August 27, 2015, Regular Board Meeting be adjourned at 7:35 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

SEPTEMBER 2015 MEETINGS - MINUTES

DATE: September 17, 2015

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino (6:09), Mrs. Rotella, and
Mr. Vilardo,

MEMBERS ABSENT: Mr. Jocoy (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Camp Wolverine, PEP NU 2015, Summer Camp – *Mrs. Giancola/ Ms. Sullivan/Ms. Ross*
- Curriculum & Assessment Summer Work Report – *Mr. Carella*
- Opening of School Status Report – *Mr. Laurie*
- NYSSBA Resolutions – *Mr. Giarizzo*
- Capital Projects Update – *Mr. Laurie*
- Agenda Review – September 24th Regular Meeting –
Mrs. Dumas/Ms. Massaro

EXECUTIVE SESSION

A motion for Executive Session was made at 7:21 p.m. by Mr. Petrozzi for the purpose of discussing the appointment/employment/promotion /assignment and transfer of a person, persons or corporation, and collective bargaining negotiations under the Taylor Law. Mr. Restaino seconded the motion; all were in favor.

**EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES
AND ADJOURNS**

Executive Session adjourned and the September 17, 2015 Board Review Session was reconvened and adjourned upon the motion of Mr. Restaino, seconded by Mr. Cancemi.

All were in favor; motion carried unanimously.

The September 17, 2015, Board Review Session was adjourned; time was not recorded.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

SEPTEMBER 2015 MEETINGS - MINUTES

DATE: September 24, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, Mr. Vilardo

MEMBERS ABSENT: None

TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- External Audit Process/Status Report – *Mr. Giarrizzo/Mr. Montalbo*
- Policy Review – *Ms. Massaro*
- Review of Agenda for September 24th – *Mrs. Dumas/Ms. Massaro*

AGENDA REVIEW SESSION CONCLUDES

The Agenda Review Session concluded and the Regular Meeting was called to order.

CALL TO ORDER:

The Regular Meeting was called to order by Board President Nicholas Vilardo at **7:00 p.m.** All Board members were present.

SPECIAL INVITATIONS/PRESENTATION

Presentation of



to Niagara Falls High School Students

Mr. Robert Bradley, Chief Educational Administrator of Niagara Falls High School and his Team Leader Ms. Lynne Tompkins, with the assistance of Board President Nicholas Vilardo, Vice President Carmelette Rotella, Board Members, and Superintendent Cynthia Bianco, recognized the following students who attended summer school and successfully completed all requirements for a high school diploma; a diploma was presented to those who were present.

*Hakeem Q. Barnes
Teagen Elizabeth Brierley
Da'Vonna Charnae Carney
Christina Ann Chamberlain
Taj'lik Shabazz Collins-Faison
Casey John DeLong
Alyssa Rose Fasciano
Montico Taray Fuentes
Cameron Gee
Michael Hathaway
Victor Francis Henry Jr.
Brian Johnson
Christopher Jones
Stephon M. Myles
Destiny Finesse Parker
Brandon Robert Payne
Timere Sha'King Christopher Ralands
Jaime A. Speaker
Nasir Sykes
Dakota Marie Tucci
Des'ree D. Watts*

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

Mr. Vilardo acknowledged receipt of thank you letters from the following:

- From Niagara Co. Youth Bureau Worker – '15 Summer Food Service Program
- From Scott Martin, Dean of Students Sweet Home High School – District Hosted 7th Annual Coaches vs Cancer ECIC/NFL Challenge

ROUTINE MATTERS

MINUTES

Mr. Cancemi moved for approval of the following minutes. Mrs. Rotella seconded the motion.

July 2015 Board Meetings

The vote on the motion was unanimous.

BUDGET TRANSFER #2

Mr. Cancemi moved for approval of the following resolution on Approval of Budget Transfer #2. Mr. Jocoy seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$3,899,143.66 among the following fund, function, object, and location codes:

General Fund:	\$ 3,244,877.92
Special Aid Funds:	\$ 6,688.19
Capital Projects Fund	\$ 647,577.55

The vote on the motion was unanimous.

BID #16 – SCHOOL APPAREL

Mr. Jocoy moved for approval of the following resolution on School Apparel - Bid No. 16, for the 2015-2016 School Year. Mr. Paretto seconded the motion.

It was asked what kind of school apparel was included in Bid #16. Mr. Giarrizzo explained that the apparel consists of t-shirts, polo shirts, and sweat shirts. There were three bidders.

WHEREAS, Funds were appropriated for School Apparel in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 16 – School Apparel; and

WHEREAS, Legal notice was published August 17, 2015 and bid documents were mailed to or secured by eight potential bidders; and

WHEREAS, Bids were publicly opened and read on September 8, 2015 and three properly executed bids were received; and

BID #16 – – SCHOOL APPAREL (cont'd.)

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
16A	Bison Logo	Estimate in excess of \$10,000

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Report for July 2015 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for September 2015 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VIII. Mr. Paretto seconded the motion.

***I. RETIREMENTS**

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Elizabeth Brooks	Teacher Library NFHS	27 years	August 18, 2015

II. REGULAR SUBSTITUTES – REVISION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nadezda Mease <u>R</u>	Teacher Science LPS (Michael Corsaro) (Location Revised)	\$40,198 Step 1-BA A2127.130.050	September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Angela Frommert	Teacher Music Abate – A2162.120.056 (.6) Mann – A2162.120.067 (.4)	Teacher Music GPS – A2162.120.049 (.5) LPS – A2162.120.050 (.5)	September 1, 2015

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Jessica Kulbago-Onevelo	Teacher English LPS	Other (To take other District position)	September 1, 2015 – June 30, 2016

V. ADDITIONAL HOURS

ADULT SWIM CLASSES @ CEC – SEPTEMBER 2015 – DECEMBER 2015 – \$12.00/HR – NTE 140 HOURS – A2310.140.098

Valerie McGrath
(pending pre-employment requirements)

VI. SCHEDULE B

1. PARENT WORKSHOPS FOR ELA & EMA – CATARACT – NTE 15 HOURS – 2015 – 2016 SCHOOL YEAR

Jennifer Korzelius

2. i3 GRANT – INVESTING IN INNOVATION – COMPLETION OF FALL TASKS – SEPT. TO JANUARY 2016 – NTE 31 HOURS –F2103.140.007.7614

Thomas Fisher

3. MSP GRANT COACHES – WORKSHOP PREPARATION – HEAD TEACHER – NTE 1 ADDITONAL HOUR

Colleen Caprio

4. THEME SPECIALIST – KALFAS – NTE 5 HOURS PER WEEK – HOURS SHARED BY EMPLOYEES BELOW – 2015-16 SCHOOL YEAR

Thomas Fisher

Linda Olsen

Rebecca Tantillo

C131 HIGH SCHOOL SPECIAL EDUCATION CURRICULUM – NTE 7.5 HOURS

Maria Mauro

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- VII. SCHEDULE C
FALL SUPPORT STAFF APPOINTMENTS – 2015–2016 SCHOOL YEAR – \$50.69/PER DAY – NTE 25 EVENTS – A2855.141.098
Joseph Rizzo
- VIII. APPROVAL OF EXTENSION OF CONTRACT
EXTENSION OF CONTRACT BETWEEN THE NIAGARA FALLS CITY SCHOOL DISTRICT AND THE SUBSTITUTE TEACHER UNITED (STU) FOR THE 2015-2019 SCHOOL YEARS
(Memorandum of Agreement on file in HRO)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #X.
Mr. Jocoy seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Rina Ligammari	School Monitor Lunch 3 Hours Hyde Park	32 years 4 months	September 16, 2015
	Ida Pickett	Senior School Monitor 7 Hours Transportation	34 years	June 23, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II.	<u>RESIGNATIONS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Brenda Mitrovich	Physical Ed. Associate 5.5 Hours Maple Avenue	16 years 8 months	September 1, 2015
	Dawn Veres	Food Service Helper 3 Hours LPS	1 day	September 2, 2015
III.	<u>PROMOTIONAL APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	Paul Granto <u>R</u>	General Laborer Maintenance, \$45,478 Step 3 w/Longevity A1625.162.016	Groundskeeper Maintenance, \$47,425 Step 3 w/Longevity A1625.162.016	September 28, 2015 (probationary period ends December 27, 2015)
IV.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Darlene Janese <u>R</u>	Food Service Helper 3 Hours LPS	\$13.57/hr. Step 1 C2080.167.050	September 11, 2015 (probationary period ends March 10, 2016)
	Timothy Miles <u>R</u>	Food Service Helper 3 Hours NFHS	\$13.57/hr. Step 1 C2080.167.045	September 22, 2015 (pending pre-employment requirements) (prob. period to be determined)
	JoAnn Silvaroli <u>R</u>	Nurse Practitioner (.6) NFHS	Nurse Practitioner (1.0) NFHS	August 31, 2015 (Revised Date) (probationary period was previously met)
	Venessa Schulte <u>R</u>	Food Service Helper 3 Hours Niagara Street	\$13.57/hr. Step 1 C2080.167.061	September 28, 2015 (prob. period ends March 27, 2016)
	Wayne Steeprock <u>R</u>	Food Service Helper 3 Hours NFHS	\$13.57/hr. Step 1 C2080.167.045	September 22, 2015 (pending pre-employment requirements) (prob. period to be determined)
V.	<u>PROVISIONAL APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Nathaniel Smith <u>R</u>	Technology Associate 6 Hours Information Services	\$13.46/hr. Step 1 A1680.177.098	September 25, 2015 (pending pre-employment requirements)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI.	<u>EXTENSION OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Christopher Cafarella	Porter, Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	October 1, 2015 October 31, 2015
	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	October 1, 2015 October 31, 2015
VII.	Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	October 1, 2015 October 31, 2015
	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Tina Bailor	Special Ed. Associate 6 Hours GPS A2252.173.049	Special Ed. Associate 5.5 Hours 79 th Street A2252.173.065	September 28, 2015
VIII.	Brenda Huffman	Special Ed. Associate 5.5 Hours 79 th Street A2252.173.065	Special Ed. Associate 6 Hours GPS A2252.173.049	September 28, 2015
	<u>CHANGE OF STATUS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Shereta Flournoy	Technology Associate 6 Hours Information Services (probationary)	Technology Associate 6 Hours Information Services	October 9, 2015
IX.	Jean Robbins	Technology Associate 6 Hours Information Services (probationary)	Technology Associate 6 Hours Information Services	October 9, 2015
	Brittany Sebring	Technology Associate 6 Hours Information Services (probationary)	Technology Associate 6 Hours Information Services	October 9, 2015
	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Dawn Bradley	Classroom Associate 5.5 Hours Hyde Park	Personal (without pay)	September 8, 2015 – December 31, 2015
	Margaret Ewing	Health Associate 7 Hours NFHS	Medical (without pay)	September 1, 2015 – December 31, 2015
	Andrea Greig	School Nurse Niagara Street	Medical (without pay)	September 1, 2015 – September 11, 2015
	Theresa Puccio	Asst. Child Care Assoc. 6 Hours NFHS	FMLA (without pay)	September 8, 2015 (PM Only)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. ADDITIONAL HOURS

1. PHYSICAL EDUCATION TRAINING – AUGUST 26, 2015 – NTE 6 HOURS EACH

ADD

Rachel Denitto

RESCIND

Brenda Mitravich

2. OPENING OF SCHOOLS PREPARATION – KALFAS – NTE 6 HOURS – A2020.178.059

Sheila Lewis

3. OPEN HOUSE/PARENT TEACHER CONFERENCES – CATARACT – 2015-2016 SCHOOL YEAR – NTE HOURS BELOW

NTE 15 HOURS

Marjorie Breed

NTE 30 HOURS

Cynthia Rybicki

4. BREAKFAST DUTY – GJ MANN – NTE .50 HOURS EACH PER DAY – 2015-2016 SCHOOL YEAR

Maria Ganczewski

Deborah Pucci

5. OPENING OF SCHOOLS PREPARATION – NSS – NTE 7 HOURS – 2015-2016 SCHOOL YEAR

Linda Grant

6. BREAKFAST DUTY – HYDE PARK – NTE .50 PER DAY EACH – 2015-2016 SCHOOL YEAR

Luciana D'Amico

Lisa Edwards

Kimberly Rubin

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

BOARD MEMBER LEFT

Mr. Restaino left the meeting at 7:30 p.m.

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on September 9, 2015 for the annual review of special education students and on August 25, 26, 27, September 2, 8, 9, 11, 14, 15, 16, 17, and 18, 2015 to review and initiate the placement of students with disabilities; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 9/24/15, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on September 1 and 10, 2015 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 9/24/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contract was received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Julie Forcucci 7381 Graydon Drive N. Tonawanda, NY 14120	Workshop	August 31, 2015	Susan Rhodenizer	Maria Massaro 9/15/15 Cynthia Bianco 9/15/15

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPOINTMENT OF DELEGATE TO THE 2015 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The New York State School Boards Association annually conducts a fall conference; and

WHEREAS, Voting on crucial issues coming up at this conference can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This representative should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints *Nicholas Vilardo* as its delegate to the 2015 New York State School Boards Association Conference.

The motion was approved unanimously by those present.

6.02 APPOINTMENT OF ALTERNATE DELEGATE TO THE 2015 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The New York State School Boards Association annually conducts a fall conference; and

WHEREAS, Voting on crucial issues coming up at this conference can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, An alternate should be authorized to vote in the absence of the delegate; and

6.02 APPOINTMENT OF ALTERNATE DELEGATE TO THE 2015 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE (cont'd.)

WHEREAS, This representative should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints *Carmelette Rotella* as its alternate delegate to the 2015 New York State School Boards Association Conference.

The motion was approved unanimously by those present.

6.03 APPROVAL OF RECEIPT OF GIFT FROM ALPHA DELTA KAPPA

Mr. Cancemi moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The Alpha Delta Kappa has donated an assortment of school supplies to the Niagara Falls City School District; and

WHEREAS, These supplies will be distributed to the Preparatory Schools and to Harry F. Abate and Niagara Street Elementary Schools; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of school supplies donated to Niagara Falls City School District; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Alpha Delta Kappa, c/o Lindalee Menchetti, 10 Grandview Avenue, Buffalo, New York 14223-3037.

The motion was approved unanimously by those present.

BOARD MEMBER RETURNS

Mr. Restaino returned to the meeting at 7:35 p.m.

6.04 APPROVAL OF CONTRACT WITH COCA-COLA BOTTLING COMPANY OF BUFFALO, INC. TO DISTRIBUTE PRODUCTS IN SCHOOLS

Mr. Cancemi raised questions about some of the language in the contract and the need for clarification concerning the amount of the Vendor's annual contribution. Is it \$2,000 a year for the next five years asked Mr. Cancemi.

6.04 APPROVAL OF CONTRACT WITH COCA-COLA BOTTLING COMPANY OF BUFFALO, INC. TO DISTRIBUTE PRODUCTS IN SCHOOLS(cont'd.)

Mr. Massaro stated that he had not had a chance to review the contract, and that's why the clause "Subject to further modifications ..." was included in the resolution.

Mr. Smeal stated that the Vendor's contribution in the bid is \$6,000 a year. He believes that certain information from the 2013 contract was carried over into this contract in error. He will check on it.

Mr. Barstys motioned that the on Approval of Contract with Coca-Cola Bottling Company of Buffalo, Inc. to Distribute Products in Schools be tabled for further review and for consideration at the next voting meeting; Mr. Jocoy seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Resolution Tabled

6.05 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS HOUSING AUTHORITY FOR UNIVERSAL PRE SCHOOL SITES 2015-16

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That at the meeting of October 22, 2015, the Amendment to the Agreement between the Niagara Falls City School District and the Niagara Falls Housing Authority be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment.

6.05 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS HOUSING AUTHORITY FOR UNIVERSAL PRE SCHOOL SITES 2015-16 (cont'd.)

UNIVERSAL PRE-SCHOOL SITE AGREEMENT-NIAGARA FALLS HOUSING AUTHORITY

This Agreement, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street Niagara Falls, New York, party of the first part, herein called the School District, and the Niagara Falls Housing Authority, 744 – 10th Street, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2015-16 school year, commencing on or about September 1, 2015, and ending on or about June 30, 2016, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$85,000 to be broken down into payments from October 2015 to June 2016. This amount will be for each of the two community PreK sites. Payment will be promptly made by the School District upon receipt of money from the State Education Department.
4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its, agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall expire on June 30, 2016.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel

Board of Education President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Abstention: Rev. Dobbs

Carried

6.06 APPROVAL OF PAYMENT NO. 25 TO QUACKENBUSH CO., INC. FOR HVAC CONSTRUCTION WORK, CONTRACT #103, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Quackenbush Co., Inc. for HVAC construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the District Deputy Superintendent; and

WHEREAS, Quackenbush Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for payment in the amount of \$62,410.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the remaining agreed upon retention in the amount of \$1,000.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$62,410.00 to Quackenbush Co., Inc., 495 Kennedy Road, Buffalo, New York 14227 in accordance with the Application and Certificate for Payment #25; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.07 APPROVAL OF PAYMENT NO. 26 TO QUACKENBUSH CO., INC. FOR HVAC CONSTRUCTION WORK, CONTRACT #103, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Quackenbush Co., Inc. for HVAC construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the District Deputy Superintendent; and

WHEREAS, Quackenbush Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for payment in the amount of \$6,492.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the remaining agreed upon retention in the amount of \$1,000.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$6,492.00 to Quackenbush Co., Inc., 495 Kennedy Road, Buffalo, New York 14227 in accordance with the Application and Certificate for Payment #26; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

**6.08 APPROVAL OF PAYMENT NO. 14 TO FREY ELECTRICAL
CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK,
CONTRACT #104, FOR THE IT PROJECT; INVENTING TOMORROW
CAPITAL PROJECTS BID PACKAGE #3**

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th 2014, with Frey Electric Construction Co. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Frey Electric Construction Co. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$93,105.78; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2.5% retention in the amount of \$93,105.78; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$93,105.78 to Frey Electric Construction Co., 100 Pearce Avenue Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.09 APPROVAL OF PAYMENT #24 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and District Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$6,655.63; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$296,344.66; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$6,655.63 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #24; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.10 APPROVAL OF PAYMENT #25 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and District Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for retention in the amount of \$296,344.66; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is retention in the amount of \$296,382.83; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$296,344.66 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #25; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.11 APPROVAL OF PAYMENT #13 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Rev. Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment"; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$317,514.27; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurrie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$143,236.80; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$143,236.80 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.12 APPROVAL OF CHANGE ORDER NO. 101-039 FOR HUBER CONSTRUCTION INC., FOR GENERAL CONSTRUCTION - CONTRACT 101 CONSTRUCTION WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3 – (SED 40.08.00. 01.0.020.015)

Mrs. Rotella moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 101-039 in the amount of a credit or \$12,108.00 to Huber Construction Inc., at 136 Taylor Drive Depew, NY 14043; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF CHANGE ORDER NO. 105-010 FOR MARK CERRONE INC., FOR - CONTRACT 105 SITE DEVELOPMENT WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PKG. #3 – (SED 40.08.00.01.0.020.015)

Mrs. Rotella moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Cannon Design, Project Architect, and LP Ciminelli, Construction Manager have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education approve Change Order No. 105-010 in the amount of a credit of \$11,454.00 to Mark Cerrone, Inc., 2368 Maryland Avenue Niagara Falls, NY 14305; and

6.13 APPROVAL OF CHANGE ORDER NO. 105-010 FOR MARK CERRONE INC., FOR - CONTRACT 105 SITE DEVELOPMENT WORK ON THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS BID PKG. #3 – (SED 40.08.00.01.0.020.015)

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.02 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT

Mr. Jocoy moved that the thirty (30) day tabling requirement be waived.
Rev. Dobbs seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Thirty (30) day tabling requirement waived

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the City School District of the City of Niagara Falls District Policy Manual; and

7. REVIEW OF THE PROPOSED POLICY(IES)

7.02 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements.

WHEREAS, To date, the following policies have been revised in accordance with the law and local Board preference:

[3160* Charter School](#)
[7420* Sports & the Athletic Program](#)
[7614* Preschool Special Education Program](#)
[7631* Appointment & Training of Committee on Special Education\(CSE\)/Subcommittee on Special Education Member](#)
[7632* Appointment & Training of Committee on Preschool Special Education \(CPSE\) Members](#)
[7640* Student Individualized Education Program \(IEP\): Development & Provision](#)

WHEREAS, The Board has reviewed and endorsed the recommended policies; therefore, be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies and waives the thirty-day tabling.

At this time, a separate vote was requested on Policy [7640* Student Individualized Education Program \(IEP\): Development & Provision](#); **there were no objections.**

Rev. Dobbs moved for approval of the resolution and the policies noted within except for Policy 7640. Mr. Barstys seconded the motion.

[3160* Charter School](#)
[7420* Sports & the Athletic Program](#)
[7614* Preschool Special Education Program](#)
[7631* Appointment & Training of Committee on Special Education\(CSE\)/Subcommittee on Special Education Member](#)
[7632* Appointment & Training of Committee on Preschool Special Education \(CPSE\) Members](#)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried – Policies Adopted

7. REVIEW OF THE PROPOSED POLICY(IES)

7.02 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

Mr. Barstys moved for approval of Policy [7640* Student Individualized Education Program \(IEP\): Development & Provision](#); seconded by Mr. Cancemi.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: Mr. Cancemi

Carried – Policy Adopted

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
September 24, 2015

Mrs. Bianco acknowledged receipt of a thank you note from Commissioner Elia.

Mrs. Bianco listed agenda presentation topics for October...

Smart Schools Bond Act Update
Policy Review
Special Education Autism Class for '15/16
Youth Risk Behavior Survey
Capital Project Update

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
September 24, 2015

Congratulations to our graduates tonight, and to their families and friends. Thank you, Mrs. Dumas, for organizing the presentation this evening.

Mrs. Bianco reminded everyone that Homecoming is Saturday, with the football game at noon. We certainly wish our Wolverines well.

She stated that classes at 79th Street School will be participating in a Walk-a-thon all day Monday; if you want to take a stroll, join them on the track. It is sponsored by the parent group.

Also, please be reminded that District Parents Group meets here Tuesday at 5:30 pm if you are interested in attending.

Other Reports...

Mr. Laurie reported that some improvements will begin at the 79th Street School playground. The work is temporary; the playground will be included in the next round of Capital Projects. The cost for this project could come in around \$175,000.00.

Mr. Laurie reported that a student threatened to bring a gun to NFHS during the Homecoming Pep Rally tomorrow. The person that made the threat was revealed and when the student was confronted, he was scared and was crying that he was just kidding. Proper authorities were notified and the student will be subject to a Superintendent's Hearing.

COMMENTS BY BOARD MEMBERS

Mr. Barstys asked about the survey. Mr. Laurie stated that a survey of 7 – 12 graders will be conducted. The last one was in 2008; information gathered will help with grant writing. There was a limited survey administered previously. A report will be presented at the October 22nd meeting.

Board members and the Superintendent congratulated the students who were here earlier on their successful completion of the necessary requirements for graduation and they wished them the best in their future endeavors.

COMMENTS BY BOARD MEMBERS (cont'd.)

Board members acknowledged that Homecoming for the Wolverines is Saturday...Go Wolverines!

Board members thanked Mrs. Glaser on an outstanding job with this year's "Dads Take Your Child To School." It was noted that the program at each of the schools attended was excellent and everyone had fun. Fathers in attendance ranged from 75 to 125 at each school.

Mr. Restaino recalled what a great time he had at Kalfas. He stated that there was a steady stream of fathers coming in. He commented on the work that had been done at Kalfas through capital projects and he stated that you can see the difference. He is very pleased with the outcome.

Mrs. Rotella, who attended 79th Street School, stated that she observed how proud the children were walking around with their fathers.

Mr. Vilardo stated that he was at Hyde Park School and that it was great; the program was good and they served breakfast.

Mr. Vilardo stated that he was impressed with this year's summer camps.

EXECUTIVE SESSION

At 8:30 p.m., Mr. Vilardo motioned to convene in Executive Session to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation and contractual matters; seconded by Rev. Dobbs. All were in favor; motion carried unanimously.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS

Executive Session adjourned and the September 24, 2015 Regular Board Meeting was reconvened and adjourned in memory of the following who recently passed away upon the motion of Mr. Restaino, seconded by Mr. Cancemi.

*Mr. Giovanni "Mario" Beccari, father of Julia Beccari (Secretary)

*Ms. Clara R. Bishara, former Business teacher and Guidance Counselor

*Mr. Joseph Azbell, father of Kim Dorato (PreK Associate)

*Ms. Sweet Amber Lauren Thompson, daughter of District retiree Margaret Thompson (ISR) and the niece of Michael Thompson (Custodian)

EXCUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS (cont'd.)

*Mr. Emile W. Rioux, uncle of Julie Colosi (NFHS) and Patti Felton (Secretary – Deputy Supt's Office)

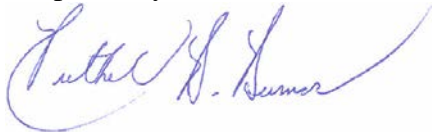
*Mrs. Edie Smeal, retired P.E. Associate, and aunt of Kelly, Ed. and Kim Maynard of NFHS. Ms. Smeal was the sister of the late Paul Maynard, former teacher and coach, and the sister-in-law to Marie Maynard, retired Purchasing Agent

All were in favor; motion carried unanimously by those present.

ADJOURNMENT

The September 24, 2015, Regular Board Meeting be adjourned at 10:45 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

OCTOBER 2015 MEETINGS - MINUTES

DATE: October 8, 2015

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

MEMBERS ABSENT: Rev. Dobbs, Mr. Jocoy, and Mr. Restaino (*all excused*)

TOPICS OF DISCUSSION:


The following topics were presented and discussed [*\(notes of the work session are available ...Boarddocs Library/General\)*](#):

- Public Relations Update – *Mrs. Glaser*
- Math and Science Partnership Grant – *Mr. Carella*
- STEM Update – *Mr. Carella, Mrs. Tompkins, Mrs. McGrath, and NFHS STEM teachers*
- Policy Review – *Ms. Massaro*
- Agenda Review – October 22nd Regular Meeting –
Mrs. Dumas/Ms. Massaro

BOARD REVIEW SESSION CONCLUDES

The October 8, 2015, Board Review Session was concluded; time was not recorded.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

OCTOBER 2015 MEETINGS - MINUTES

DATE: October 22, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: Mr. Jocoy (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Capital Projects Update – *Mr. Laurie and Team*
- Youth Risk Behavior Survey – *Mr. Laurie*
- Strategic Goals Plan 1 Update – *Mr. Carella/Mrs. Capone*
- Review of Agenda for November 19th – *Mrs. Dumas/Ms. Massaro*

CALL TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at 7:00 **p.m.** All Board members were present with the exception of Mr. Jocoy.

ORAL COMMUNICATIONS

Mr. Marcus Latham, president of NFT, agreed with concerns raised during the presentation of Strategic Goal 1 concerning over-testing, the amount of review time needed, and student opt-outs. He stated that what the State has done to education is horrible. We, as a District, have the responsibility of keeping the pressure on the Board of Regents and it's their responsibility to put the pressure on the legislators. Teachers are not complaining about the Standards. He concluded that the State has destroyed the creativity of teaching.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mrs. Rotella moved for approval of the following minutes. Mr. Restaino seconded the motion.

June and August 2015 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #3

Mr. Petrozzi moved for approval of the following resolution on Approval of Budget Transfer #3. Mrs. Rotella seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$663,416.57 among the following fund, function, object, and location codes:

General Fund:	\$ 253,945.88
Special Aid Funds:	\$ 41,780.83
Capital Projects Fund	\$ 367,689.86

The motion was approved unanimously by those present.

BID #17 – ELECTRIC POWERED FORKLIFT

Mrs. Rotella moved for approval of the following resolution on Electric Powered Forklift - Bid No. 17, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 17 – 2015 – Electric Powered Forklift; and

WHEREAS, Legal notice was published September 16, 2015 and bid documents were mailed to or secured by 8 potential bidders; and

WHEREAS, Bids were publicly opened and read on September 30, 2015 and five properly executed bids were received; and

BID #17 – ELECTRIC POWERED FORKLIFT (cont'd.)

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, award these contracts to the lowest responsible bidders in accordance with specifications, subject to the final approval of the Superintendent of Schools and the School District Attorney:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
17A	JIT	1	\$ 25,153.00

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Reports for August 2015 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for October 2015 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mrs. Rotella moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VI. Mr. Restaino seconded the motion.

I. REGULAR SUBSTITUTES – REVISION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nadezda Mease R	Teacher Science LPS (Michael Corsaro) (Revised Location)	\$40,198 Step 1-BA A2127.130.050	September 1, 2015 – June 30, 2016

II. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Sarah Ruffolo	Teacher Speech CES (.5) – A2256.133.057 UDO (.3) – A2256.133.007 NFHS (.2) – A2256.133.045	Teacher Speech CES (.5) – A2256.133.057 UDO (.3) – A2256.133.007 LPS (.2) – A2256.133.050	September 1, 2015

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Gail Clarke	Teacher Grade 2 Abate	Medical (without pay)	Sept 29, 2015 – Oct 20, 2015
	Debra Morgan	Teacher Math NFHS	Medical (without pay)	Sept 24, 2015 – Oct 15, 2015
IV.	<u>SCHEDULE B</u>			
1.	<u>MATH STRATEGIES FOR THE COMMON CORE – NIAGARA STREET – NTE 5 HOURS – OCT. 2015 – DEC. 2015 – F2103.140.061.0116</u>			
	Janine Bellonte			
2.	<u>ELA STRATEGIES FOR THE COMMON CORE – NIAGARA STREET – NTE 5 HOURS – OCT. 2015 – DEC. 2015 – F2103.140.061.0116</u>			
	Deanna Cudahy			
3.	<u>TRANSLATOR/INTERPRETER FOR ESL PROGRAM – NTE 60 HOURS – 2015-16 SCHOOL YEAR</u>			
	Maria Ganczewski			
4.	<u>ESL AFTER-SCHOOL PROGRAM – NTE 50 HOURS EACH – 2015-16 SCHOOL YEAR</u>			
	Claudia Alex	Joanna Antonacci	Deborah Blanchard	Edward Carlo
	Laura Collier	Kristen Forcucci (Sub Only)	Patricia Krolewski	Kaitlin Locey
	Michelle Pirolli	Marissa Jo Rogers	Linda Silvestri	Joseph Tiberi
	Meredith Wustrack			
5.	<u>WINTER 2015-2016 ATHLETIC PLACEMENT PROCESS TESTING – NTE 8 HOURS EACH – A2855.141.098</u>			
	Martha Amoretti	Robert Braham		
6.	<u>EARLY COLLEGE HIGH SCHOOL PROGRAM – NTE HOURS BELOW – F2103.140.098.6316</u>			
	<u>COORDINATOR – NTE 125 HRS</u>	<u>COUNSELOR – NTE 75 HRS</u>		
	Cori Cuddahee	Rachel Rotella		
7.	<u>PROMISE GRANT COORDINATORS – NTE 150 HOURS EACH – F2103.140.007.5715</u>			
	Deanne Giambra	Michael Lewis	Karyn Morrison	Tanya Sweitzer
8.	<u>SPEECH PATHOLOGIST – NTE 50 HOURS – OCTOBER 2015 – JUNE 2016 – F2250.132.098.0716</u>			
	Shannon Savage			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE C

WINTER SUPPORT STAFF APPOINTMENTS – 2015-2016 SCHOOL YEAR – \$50.69 PER DAY – NTE 30 EVENTS – A2855.141.098

Bruce Brundidge	Martin Campbell	Bryan Devantier	Joseph Dolce
Vicky Drylewski	Louise Dunning	Richard Dunning	Betty Ivancic
James Judge	Edward Kladke	Michael Kurilovitch	Teresa Kurilovitch
Joseph Lozina	Carol Lucas	Stanley Mack	Gloria Mayes
William Mayes	Kelly Maynard	Erik Olander	Tina Panepinto
Michele Pryor	Gregory Rizzo	Joseph Rizzo	Rachel Rotella
Frank Rotundo	Nicole Grant-Sheehan	Pamela Smith	Mark Teoli
Rasheen Wilson	David Zona		

WINTER COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Jennifer Clyde	Varsity Cheerleading	\$2594.50 (1/2) Step 3
Bryan Collins	Assistant Boys Swim	\$3739 Step 3
Salvatore Constantino	Varsity Boys Basketball	\$5189 Step 3
Brian Dowsey	Varsity Girls Basketball	\$4931 Step 1
Joshua Eagan	Assistant Wrestling	\$3739 Step 3 (Pending CPR)
Brent Gadacz	Assistant Boys Basketball	\$3739 Step 3 (Pending First Aid)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V.	<u>SCHEDULE C (Continued)</u>		
	<u>WINTER COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098 (Continued)</u>		
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	Daniel Giancola	Varsity Wrestling	\$5189 Step 3 (Pending First Aid)
	Israel Martinez	Assistant Indoor Track	\$3739 Step 3
	Edwin Maynard	Varsity Boys Swimming	\$5189 Step 3
	Donald McCoy	Assistant Wrestling	\$3739 Step 3 (Pending CPR)
	Jonathan Robins	Varsity Indoor Track	\$5189 Step 3
	Nicholas Ruffolo	Assistant Ice Hockey	\$3739 Step 3 (Pending First Aid & CPR)
	James Stypa	Assistant Boys Swimming	\$3739 Step 3
	Joseph Tiberi	Assistant Girls Basketball	\$3739 Step 3
	Edward Ventry	Varsity Bowling	\$3453 Step 3 (Pending First Aid)
	Nicolette Walaszek	Assistant Cheerleading	\$1869.50 (1/2) Step 3
	Stanley Wojton	Varsity Ice Hockey	\$5189 Step 3
VI.	<u>APPOINTMENTS SCHEDULES D, E, F, G</u>		
	<u>SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016</u>		
	<u>1. ABATE SCHOOL – A2850.142.056</u>		
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>
	Peter Carlo	0.5	Engineering Club
	Elizabeth Colangelo	0.5	Student Newspaper
	James Colquitt	1.0	Basketball Club
	Patricia Hennegan	1.0	Drama Club
	Kristin Lodick	1.0	School Treasurer
	Donald McCoy	1.0	Garden Club
	Margaret Robideau	0.5	Student Newspaper
			<u>REMUNERATION</u>
			\$273.50
			\$672.50
			\$547
			\$547
			\$1345
			\$547
			\$672.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016

1. ABATE SCHOOL – A2850.142.056 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Veronica Schucker	1.0	Vocal Club	\$547
James Zacher	0.5	Engineering Club	\$273.50

2. CATARACT – A2850.142.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Elizabeth Canada	0.50	Engineer's Club	\$273.50
Jennie Cyran	1.0	Basketball Club	\$547
Theresa Gutierrez	0.50	Engineer's Club	\$273.50
Kenneth White	1.0	Swim Club	\$547

3. HYDE PARK – A2850.142.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Anthony Kutis	1.0	STEM Club	\$547
Nicholas Ruffolo	1.0	Safety Patrol	\$1345
Paula Spacone	1.0	School Treasurer	\$1345

4. KALFAS MAGNET SCHOOL – A2850.142.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Fisher	0.33	Ambassador Club	\$182.33
Linda Olsen	0.33	Ambassador Club	\$182.33
Linda Olsen	0.50	STEM Club	\$273.50
Rebecca Tantillo	0.33	Ambassador Club	\$182.33
Rebecca Tantillo	0.50	STEM Club	\$273.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016 (Continued)

5. GJ MANN – A2850.142.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	1.0	Swim Club	\$547
Johanna Bolender	0.33	Engineer's Club	\$182
Tammy Capatosto	0.5	Character Ed	\$273
Edward Carlo	0.5	Safety Patrol	\$672
Marissa Chapman	1.0	Cheerleading	\$547
Michael Kurilovitch	0.5	Safety Patrol	\$672
Michael Kurilovitch	0.5	Student Council	\$400
Cheryl LaBelle	1.0	Morning Program	\$547
Cheryl LaBelle	1.0	Yearbook/Webpage	\$547
Linus McDonough	0.33	Engineer's Club	\$182
Caren Stevens	0.33	Engineer's Club	\$182
Joanne Washcalus	0.5	Student Council	\$400
Thomas Zafuto	0.5	Character Ed	\$273
Thomas Zafuto	1.0	Basketball	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016
6. MAPLE – A2850.142.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Romel Griggs	1.0	Running/Swimming Club	\$547
Marquette Hunter	0.5	Safety Patrol	\$672.50
MaryAnn Kramer	0.5	Science Club	\$273.50
MaryAnn Kramer	0.5	Engineering Club	\$273.50
Trish Lasota	0.5	Yearbook	\$273.50
Christopher Robins	1.0	Media Club	\$547
Thomas Sauvageau	0.5	Engineering Club	\$273.50

7. NIAGARA STREET SCHOOL – A2850.142.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
James Donoughe	1.0	Broadcast/Media Club	\$547
Candace Jones	1.0	School Treasurer	\$1345
Daniel Weiss	0.5	Engineering Club	\$273.50
Tammy Zaker	0.5	Engineering Club	\$273.50

8. 79TH STREET – A2850.142.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kathy Costanzo	1.0	Bell Choir Club	\$547
Kathy Costanzo	1.0	Music Club	\$547
Robert Costanzo	1.0	Running Club	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016

8. 79TH STREET – A2850.142.065 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Jerri Presutti	1.0	CSI: Cool Science Investigations	\$547
David St. Onge	1.0	Engineering Club	\$547

9. GASKILL PREPARATORY – A2850.142.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Katie Churakos	0.5	8 th Grade Celebration	\$273.50
Richard Clark	1.0	TV Studio	\$547
Francis Coney	0.5	Yearbook	\$934.50
Joelle Constantino	0.5	Honor Society	\$400
Joelle Constantino	0.5	Student Council	\$400
Derek Frommert	1.0	8th Grade Trip	\$547
Louis Jacklin	1.0	Robotics Club	\$547
Christine Lodovico	0.5	Honor Society	\$400
Christine Lodovico	0.5	Student Council	\$400
Angela Mecca	0.5	Yearbook	\$934.50
Angela Mecca	0.5	8 th Grade Celebration	\$273.50
Kristen Mihalko-Hyland	0.5	Operation Beautiful	\$273.50
Carrie Roeser	1.0	School Treasurer	\$1345
Cory Savard	0.5	Eagle Club	\$273.50
Justin Speidel	0.5	Eagle Club	\$273.50
Rebecca Yots	0.5	Science Club	\$273.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016

10. LASALLE PREPARATORY – A2850.142.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Briglio	1.0	School Treasurer	\$1345
John Briglio	0.5	Yearbook	\$934.50
Megan Glasser	0.5	Yearbook	\$934.50
Carleen Krysa	1.0	8 th Grade Excursion Club	\$547
Andrew Touma	1.0	Honor Society	\$800
Andrew Touma	1.0	Student Council	\$800

11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Leah Baldassarre	0.5	Sophomore Class Advisor	\$400
Leah Baldassarre	1.0	Senior Class Advisor	\$1869
Annette Baumgarten	1.0	Arts/Culture Club	\$547
David Brooks	1.0	Chess Club	\$547
David Brooks	1.0	Masterminds Club	\$547
Martin Campbell	1.0	Yearbook	\$1869
Miquel Carey	1.0	Honor Society	\$800
Amy Chiarella	1.0	Yearbook	\$1869
Amy Chiarella	1.0	Junior Class Advisor	\$1345
Guilio Colangelo	1.0	Business Honor Society Club	\$547
Guilio Colangelo	1.0	Lacrosse Club	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016

11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Joseph Contento	0.5	Wolverine Club	\$273.50
Michael Esposito	1.0	Increase the Peace	\$547
Andrea Fortin-Nossavage	1.0	Local History Club	\$547
Ollie McClain	1.0	Volleyball Club	\$547
Dean Melson	0.5	German Club	\$273.50
Dean Melson	1.0	Scholastic Bowl	\$547
Richard Meranto	1.0	Junior Advisor	\$1345
Katherine Muldoon	0.5	Freshman Advisor	\$400
Adrienne Navaroli	0.5	Freshman Advisor	\$400
Adrienne Navaroli	1.0	UNTYS	\$547
Tammy Novak	1.0	Student Ambassador Club	\$547
Leonard Nowakowski	1.0	SETA Club	\$547
William Schmidtke	1.0	Rock Climbing Club	\$547
Richard Slaiman	1.0	Student Council	\$800
Richard Slaiman	1.0	Safe Prom Student Council	\$547
Pamela Smith	1.0	Key Club	\$547
Pamela Smith	1.0	Environmental Club	\$547
Karen Syruws	1.0	Science Club	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 - 2016

11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Touchette	1.0	School Treasurer	\$1869
Robert Touchette	1.0	Ski Club	\$547
Edward Ventry III	1.0	Activities Coordinator	\$1869
Catherine Vilardo	1.0	Senior Class Advisor	\$1869
Catherine Vilardo	0.5	Sophomore Advisor	\$400
Jill Wagner	1.0	Garden Club	\$547
Kenneth Wagner	0.5	German Club	\$273.50
Stanley Wojton	0.5	Wolverine Club	\$273.50

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

1. ABATE SCHOOL – A2103.146.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Schamille Beaman	0.5	PM Duty	\$1136
James Colquitt	1.0	AM/PM Duty	\$2272
Samuel Fruscione	1.0	Lunch Duty	\$2930
Samuel Fruscione	1.0	AM/PM Duty	\$2272
Katharine Guthrie	1.0	Lunch Duty	\$2930
Katharine Guthrie	0.25	PM Duty	\$568
Amanda LaChance	1.0	Lunch Duty	\$2930
Donald McCoy	0.5	PM Duty	\$1136
Anthony Nastasi	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016
 1. ABATE SCHOOL – A2103.146.056 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Frank Rotundo	0.25	PM Duty	\$568

2. CATARACT SCHOOL – A2103.146.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Jennie Cyran	0.5	PM Duty	\$1136
April Downey	0.5	AM Duty	\$1136
Noelle Gaetano-Kasprzak	1.0	Lunch Duty	\$2930
Mary Hall	0.5	PM Duty	\$1136
Debrah Johnson	0.5	PM Duty	\$1136
Mary Kurek	1.0	Lunch Duty	\$2930
Mary Kurek	1.0	AM/PM Duty	\$2272
Lisa Malpica	1.0	AM/PM Duty	\$2272
Thomas Marcantonio	1.0	AM/PM Duty	\$2272
Kathleen Polka	0.5	AM Duty	\$1136
Kenneth White	1.0	Lunch Duty	\$2930
Kenneth White	0.5	PM Duty	\$1136

2. HYDE PARK – A2103.146.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Augustino	1.0	Lunch Duty	\$2930
Robert Augustino	1.0	AM Duty	\$2272
Tiffany Bradberry	0.5	AM/PM Duty	\$1136
John Caldwell	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

3. HYDE PARK – A2103.146.058 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Caldwell	1.0	AM Duty	\$2272
Loretta Hylton	0.5	AM Duty	\$1136
Anthony Kutis	1.0	Lunch Duty	\$2930
Nicholas Ruffolo	1.0	Lunch Duty	\$2930
Nicholas Ruffolo	1.0	AM Duty	\$2272

3. KALFAS MAGNET SCHOOL – A2103.146.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Fisher	1.0	Lunch Duty	\$2930
Thomas Fisher	0.5	AM/PM Duty	\$1136
Stanley Mack	1.0	Lunch Duty	\$2930

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

4. KALFAS MAGNET SCHOOL – A2103.146.059 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lynn Pasek	0.5	AM/PM Duty	\$1136
Joseph Sarkees	1.0	Lunch Duty	\$2930
Rachelle Showers	0.5	AM/PM Duty	\$1136
Rebecca Tantillo	1.0	Lunch Duty	\$2930

5. GJ MANN – A2103.146.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	0.5	AM Duty (1 st Semester)	\$1136
Carlos Bradberry	1.0	Lunch Duty	\$2930
Edward Carlo	0.5	AM Duty (1 st Semester)	\$1136
Michael Kurilovitch	0.5	PM Duty (All Year)	\$1136

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

5. GJ MANN – A2103.146.067 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Michael Kurilovitch	1.0	Lunch Duty	\$2930
Michael Kurilovitch	1.0	School Treasurer	\$1345
Janis Leo	0.5	AM Duty (2 nd Semester)	\$1136
David Tirabassi	0.5	AM Duty (2 nd Semester)	\$1136
Thomas Zafuto	1.0	Lunch Duty	\$2930

6. MAPLE AVENUE SCHOOL – A2103.146.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Jeanine Catanzaro	0.6	Lunch Duty	\$1758
Sandra Dingwall	0.5	Am Duty	\$1136
Colleen Durkin	0.5	PM Duty	\$1136
Lisa Granieri	0.6	PM Duty	\$1363
Romel Griggs	1.0	Lunch Duty	\$2930
Angela Manella	0.5	AM/PM Duty	\$1136
Jaime Pero	1.0	Lunch Duty	\$2930
Holly Rodgers-Parker	0.4	Lunch Duty	\$1172

7. NIAGARA STREET SCHOOL – A2103.146.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Joseph Ceretto	0.5	AM Duty	\$1136
Michael Corsaro	1.0	Lunch Duty	\$2930
Michael Corsaro	1.0	AM/PM Duty	\$2272
Michele DiGregorio	0.5	PM Duty	\$1136
Rick Forgione	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

7. NIAGARA STREET SCHOOL – A2103.146.061 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Rick Forgione	0.5	AM Duty	\$1136
MaryJo Hurtt	1.0	Lunch Duty	\$2930
MaryJo Hurtt	0.5	AM Duty	\$1136
Christopher Murgia	1.0	Lunch Duty	\$2930
Christopher Murgia	0.5	PM Duty	\$1136
Amanda Vail	1.0	AM/PM Duty	\$2272

8. 79TH STREET SCHOOL – A2103.146.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Costanzo	1.0	AM/PM Duty	\$2272
Karen Grana	1.0	AM/PM Duty	\$2272
Amy Milleville	0.5	AM Duty	\$1136
David St. Onge	0.5	AM Duty	\$1136

9. GASKILL PREPARTORY SCHOOL – A2103.146.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Francis Coney	1.0	Lunch Duty	\$2930
Francis Coney	0.60	AM Duty	\$1515
Bryan Dean	1.0	Lunch Duty	\$2930
Kristian Green	1.0	Lunch Duty	\$2930
Joseph Lozina	0.6	AM Duty	\$1515
Kristen Mihalko-Hyland	1.0	Lunch Duty	\$2930
Kathleen Urban	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. **APPOINTMENTS SCHEDULES D, E, F, G (Continued)**
SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016
9. GASKILL PREPARTORY SCHOOL – A2103.146.049 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Richard Venator	0.60	Am Duty	\$1515
Stephen Zafuto	1.0	Lunch Duty	\$2930

10. LASALLE PREPARTORY SCHOOL – A2103.146.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Adams-Dobrasz	1.0	Lunch Duty	\$2930
Sylvia Bailey	1.0	Morning/Dismissal	\$2272
John Briglio	1.0	Lunch Duty	\$2930
John Briglio	1.0	Morning/Dismissal	\$2272
Maralynn Giancola	1.0	Morning Duty	\$2272
James Hutchinson	1.0	Lunch Duty	\$2930
Timothy Johnson	1.0	Lunch Duty	\$2930
Michael Mansour	1.0	Morning/Dismissal	\$2272
Frank Strangio	1.0	Lunch Duty	\$2930
Andrew Touma	1.0	Lunch Duty	\$2930
Andrew Touma	1.0	Morning/Dismissal	\$2272

11. COMMUNITY EDUCATION CENTER – A2103.146.052

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
James Belin-Irving	1.0	Lunch Duty	\$2930
Elizabeth Carroll	1.0	Lunch Duty	\$2930
Bryan Collins	1.0	AM/PM Duty	\$2272
Nicole Gall	1.0	Lunch Duty	\$2930
William Rodgers	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016
 12. NIAGARA FALLS HIGH SCHOOL – A2103.146.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Martha Amoretti	1.0	Lunch Duty	\$2930
Dennis Balogh	1.0	Lunch Duty	\$2930
Dennis Balogh	1.0	PM Duty Regular	\$1136
Donald Bass	1.0	Lunch Duty	\$2930
Donald Bass	1.0	PM Duty Regular	1136
Mia Bianco	1.0	Lunch Duty	\$2930
Robert Braham	1.0	Regular Arrival	\$1136
David Brooks	1.0	PM Duty Early	\$1136
Martin Campbell	1.0	Lunch Duty	\$2930
Brian Carey	1.0	Lunch Duty	\$2930
Brian Carey	1.5	Breakfast Duty	\$3408
Marc Catanzaro	1.0	Lunch Duty	\$2930
Marc Catanzaro	1.0	Regular Arrival	\$1136
Edward Ceccato	1.0	Regular Arrival	\$1136
Salvatore Constantino	1.0	Lunch Duty	\$2930
Joseph Contento	1.0	Lunch Duty	\$2930
Kyra Ebert	1.0	Regular Arrival	\$1136
Randy Gall	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2015 - 2016

12. NIAGARA FALLS HIGH SCHOOL – A2103.146.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Randy Gall	1.0	PM Duty Early	\$1136
Stephen Kutis	1.0	Lunch Duty	\$2930
George Mariano	1.0	Lunch Duty	\$2930
Ollie McClain	1.0	Lunch Duty	\$2930
Dean Melson	1.0	PM Duty Regular	\$1136
Kevin Michael	1.0	Early Arrival	\$1136
Ondarryle Morgan	1.0	Lunch Duty	\$2930
Karyn Morrison	1.0	Main Office (20 minutes)	\$1515
Adrienne Navaroli	1.0	Lunch Duty	\$2930
Brian O'Donnell	1.0	PM Duty Early	\$1136
Erik Olander	1.0	Lunch Duty	\$2930
John Pero	1.0	Lunch Duty	\$2930
Jonathan Robins	1.0	Lunch Duty	\$2930
Rachel Rotella	1.0	PM Duty Regular	\$1136
Richard Slaiman	1.0	Lunch Duty	\$2930
Edward Ventry III	1.0	Lunch Duty	\$2930
Karen Waugaman	1.0	Lunch Duty	\$2930
Stanley Wojton	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS - 2015 - 2016

1. ABATE SCHOOL – A2103.144.056

<u>NAME</u>	<u>FTE</u>
Mary Ann Foegen	1.0

Donald McCoy	1.0
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2. CATARACT SCHOOL – A2103.144.057

<u>NAME</u>	<u>FTE</u>
Patricia Rafferty	1.0

3. HYDE PARK SCHOOL – A2103.144.058

<u>NAME</u>	<u>FTE</u>
David Glahe	1.0

Virginia Sukmanowski	1.0
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4. KALFAS MAGNET SCHOOL – A2103.144.059

<u>NAME</u>	<u>FTE</u>
Amy Beckett	1.0

5. GJ MANN SCHOOL – A2103.144.067

<u>NAME</u>	<u>FTE</u>
Lisa Bolea	0.5

Edward Carlo	0.5
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Laura Kashishian	0.5
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6. MAPLE AVENUE SCHOOL – A2103.144.060

<u>NAME</u>	<u>FTE</u>
Terri Gregg	0.75

Jessica Tower	0.5
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7. NIAGARA STREET SCHOOL – A2103.144.061

<u>NAME</u>	<u>FTE</u>
Mary DePalma	1.0

Tracy Gibb	0.5
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<u>ACTIVITY</u>	<u>REMUNERATION</u>
Special Education	\$3516

Elementary	\$3516
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<u>ACTIVITY</u>	<u>REMUNERATION</u>
Special Education	\$3516

<u>ACTIVITY</u>	<u>REMUNERATION</u>
Pre-K – 6	\$3516

Special Education	\$3516
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<u>ACTIVITY</u>	<u>REMUNERATION</u>
Special Education	\$3516

<u>ACTIVITY</u>	<u>REMUNERATION</u>
Primary	\$1758

Intermediate	\$1758
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Special Education	\$1758
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<u>ACTIVITY</u>	<u>REMUNERATION</u>
Regular Education	\$2637

Special Education	\$1758
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<u>ACTIVITY</u>	<u>REMUNERATION</u>
Elementary	\$3516

Special Education	\$1758
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS - 2015 - 2016

8. 79th STREET SCHOOL – A2103.144.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Aulet	0.5	Instructional	\$1758
Sheila Chille	0.5	Instructional	\$1758
Bryan Rotella	0.5	Special Education	\$1758

9. GASKILL PREPARATORY SCHOOL – A2103.144.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Gail Hoesterman	1.0	Special Education	\$1758

10. LASALLE PREPARATORY SCHOOL – A2103.144.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Maralynn Giancola	1.0	Special Education	\$3516

11. NIAGARA FALLS HIGH SCHOOL – A2103.144.045 – DEPARTMENT CHAIRS & TEAM CAPTAINS

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Leah Baldassarre	1.0	Team Captain J	\$1400
Christine Barstys	0.5	Team F	\$700
Adam Bianco	1.0	Guidance	\$3516
Amy Chiarella	1.0	English	\$3516
Cathleen Chilbergh	1.0	Team H	\$1400
Julia Conti	1.0	Social Studies	\$3516
Cori Cuddahee	1.0	Team G	\$1400
Bryan Devantier	0.5	Team F	\$700
James Jeckovich	1.0	Mathematics	\$3516
Erik Olander	1.0	Team I	\$1400

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS - 2015 - 2016

11. NIAGARA FALLS HIGH SCHOOL – A2103.144.045 – DEPARTMENT CHAIRS & TEAM CAPTAINS (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Richard Slaiman	1.0	Special Education	\$3516
Karen Syruws	1.0	Science	\$3516

12. DEPARTMENT CHAIR FOR ESL PROGRAM – DISTRICT-WIDE

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda Silvestri	1.0	ESL Department Chair	\$3516

SCHEDULE G – PERFORMING AND FINE ARTS – 2015 - 2016

1. NIAGARA FALLS HIGH SCHOOL – A2103.148.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Brinkman	1.0	Technical Director	\$1128
Brian Chmaj	1.0	Marching Band Director	\$4541
Brian Chmaj	1.0	Orchestra Director	\$1701
Tonya Cowling	1.0	Choreographer	\$1128
Katherine Muldoon	1.0	Assistant Director	\$3406
Veronica Murray	1.0	Stage Director – 1 st Show	\$1128
Veronica Murray	1.0	Stage Director – 2 nd Show	\$1128
Alan Stockings	1.0	Assistant Director	\$3406
Thomas Vitello	0.5	Drama Director (1 Show)	\$2270
Linda Werder	1.0	Choral Director	\$1701

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Abstention: Mr. Barstys

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Classified Staff, Items #I through #XI. Mr. Restaino seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Minnie Blackmon	Classroom Associate 5.5 Hours Hyde Park	31 years 6 months	October 1, 2015
	Fred DeMartin	Driver 10 Months District-Wide	15 years 9 months	October 31, 2015
	Vincent Gigliotti	General Repairer Maintenance	12 years 9 months	October 30, 2015
II.	<u>RESIGNATIONS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Beatrice Hyche	Cleaner 7 Hours Maintenance	16 years 9 months	September 25, 2015
	Wayne Steeprock	Food Service Helper 3 Hours Niagara Falls High School	8 days	September 30, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
China Ewing <u>R</u>	Food Service Helper 3 Hours Niagara Street	\$13.57/hr. Step 1 C2080.167.061	October 8, 2015 (probationary period ends April 7, 2016)
Venessa Schulte <u>R</u>	Food Service Helper 3 Hours Hyde Park (Revised Location)	\$13.57/hr. Step 1 C2080.167.058	September 28, 2015 (probationary period ends March 27, 2016)

IV. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
James Silvaroli <u>R</u>	Technology Associate 6 Hours Information Services	\$13.46/hr. Step 1 A1680.177.098	October 26, 2015 (pending pre-employment requirements) (probationary period end date to be determined)

V. APPOINTMENTS FOR 2015-16 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Robin Kayser <u>R</u>	Classroom Associate 5.5 Hours GJ Mann	\$14.43/hour Step 3 F2510.177.067.3116	October 2, 2015

VI. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	November 1, 2015 – November 30, 2015
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	November 1, 2015 – November 30, 2015
Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	November 1, 2015 – November 30, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Lynn Emmick	Secretary I Maple (Mary Ann DeMartin)	\$34,531 Step 1 A2020.164.060	October 1, 2015 – (until employee returns - not to exceed June 30, 2016)
Elizabeth York	Senior School Monitor 7 Hours LPS (Lynn Emmick)	\$14.72/hour Step 1 w/Longevity A2101.177.050	October 1, 2015 – (until employee returns - not to exceed June 30, 2016)

VIII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Grace Stewart	Phys. Ed. Associate 5.5 Hours Niagara Street A2164.171.061	Phys. Ed. Associate 5.5 Hours Maple Avenue A2164.171.060	October 19, 2015

IX. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Lynn Emmick	Senior School Monitor 7 Hours LPS	Other (to take other District position)	October 1, 2015 – (not to exceed June 30, 2016)
Donald Harris	Classroom Associate 5.5 Hours Niagara Street	Medical (without pay)	Revised Dates: Sept. 2, 2015 – Nov. 2, 2015
Paul Marion	General Repairer Maintenance	Military (with pay)	Oct. 16, 2015 – Oct. 20, 2015
Renee McCarthy	Food Service Helper NFHS	Personal (without pay)	Revised Dates: Sept 1, 2015 – Oct 16, 2015
Theresa Puccio	Asst. Child Care Associate 6 Hrs NFHS	FMLA (without pay)	9/8/15 ½ Day; 9/24/15; 9/29/15 ½ Day; 10/5/15; 10/6/15
Jean Robbins	Technology Associate Information Services	Personal (without pay)	October 15, 2015 – October 16, 2015
Elizabeth York	Classroom Associate 5.5 Hours Kalfas	Other (to take other District position)	October 1, 2015 – (not to exceed June 30, 2016)

X. APPROVAL OF EXTENSION OF RESIDENCY REQUIREMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>PREVIOUS DATE</u>	<u>EXTENSION DATE</u>
Charles LaGreca <u>M</u>	Food Service Administrator Central Office	October 20, 2015	April 19, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. ADDITIONAL HOURS

1. EVENING SUPERVISION – CEC – NTE 110 HOURS EACH – SEPTEMBER 2015 – JUNE 2016 – A2310.167.052

Vicki Johnstone-Graf

Rasheen Wilson

2. PARENT TEACHER CONFERENCES – NSS – NTE 25 HOURS – SEPTEMBER 2015 – JUNE 2016 – F2103.177.061.0116

Marla McGahey

3. PARENT INVOLVEMENT ACTIVITIES – GJ MANN – NTE 10 HOURS EACH – F2103.177.067.0116

Julia Beccari

Maria Ganczewski

Cheryl LaBelle

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on September 21, 30 October 1, 6, 7, 8, 13, 14, and 15, 2015 for the annual review of special education students and on September 2, 14, 15, 17, 18, 21, 23, 25, 28, 29, 30, October 1, 2, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, and 19, 2015 to review and initiate the placement of students with disabilities

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 10/22/15, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on September 24, 28, October 8, 15, 2015 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 10/22/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2014-2015 and 2015-2016 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

NONE.

5. Unfinished Business *(Item tabled at the Sept. 24, 2015 Regular Board Meeting)*

5.01 APPROVAL OF CONTRACT WITH COCA-COLA BOTTLING COMPANY OF BUFFALO, INC. TO DISTRIBUTE PRODUCTS IN SCHOOLS

Mr. Barstys moved that the resolution on Approval of Contract With Coca-Cola Bottling Company of Buffalo, Inc. to Distribute Products in Schools be removed off the table and be replaced with the revised resolution. Rev. Dobbs seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Abstention: Mr. Restaino,

Carried

5.01 APPROVAL OF CONTRACT WITH COCA-COLA BOTTLING COMPANY OF BUFFALO, INC. TO DISTRIBUTE PRODUCTS IN SCHOOLS (cont'd.)

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The District has solicited proposals from various vendors for the distribution of products that comply with the District's Health and Wellness Policy; and

WHEREAS, two proposal were received – one from Coca-Cola and one from Pepsi-Cola – that complied with the District's Health and Wellness policy, and

WHEREAS, after analysis of these two proposals it has been determined that the estimated revenues to be received under the proposal received from the Coca-Cola Bottling Company of Buffalo, Inc. were most beneficial to the District over the five-year term of the proposed contract; therefore be it

RESOLVED, The Board of Education does hereby approve the contract ([BoardDocs, see "Meetings", 2015, 10/22/15, 5, 5.01](#)) with the Coca-Cola Bottling Company of Buffalo, Inc. attached hereto which Contract provides among other things, for an exclusive right to distribute Coca-Cola products in compliance with all laws and regulations and the District's Health and Wellness Policy, in District buildings for receipt of various types of revenues for a period of 5 years, subject to earlier termination by the Board in July of each commencing July 2016; and further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and further

RESOLVED That the President of the Board be authorized and directed to execute the attached Agreement; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM NIAGARA FALLS NATIONAL HERITAGE AREA

Mr. Cancemi moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, The Niagara Falls National Heritage Area has provided two no-cost field trips to the Niagara Falls City School District; and

WHEREAS, These trips will support and enhance the social studies curriculum in all NFCSD Elementary and Prep Schools; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the field trips for fourth and seventh grade pupils donated to Niagara Falls City School District; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to The Niagara Falls National Heritage Area, c/o Sara Capen, P.O. Box 1932, 125 Timon Hall, Niagara University, New York 14109.

The motion was approved unanimously by those present.

6.02 ACCEPTANCE OF FUNDS FOR THE 2015-16 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT

Rev. Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, District staff has met and formulated an application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$14,400 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$14,400 be credited to Revenue Account F3289.220.16 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

Account Code	Description	Budget
F2103.140.098.2216	Schedule B	\$ 1,065
F2103.149.098.2216	Substitutes	10,656
F2103.404.007.2216	Contract Consulting	2,435
F2103.540.007.2216	Supplies	<u>244</u>
	TOTAL	\$14,400

Revenue Account: F3289.220.16

6.02 ACCEPTANCE OF FUNDS FOR THE 2015-16 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT (cont'd.)

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: 2015-16 Mentor-Teacher Internship Program Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$14,400
5. Total Staff: 1 Building Based Substitute
6. Major Objectives/Activities/Evaluation:
 - To promote a sense of collegiality among all faculty members;
 - Reduce the traditionally viewed isolation of a classroom teacher;
 - Stimulate reflective practice not only among those new in the profession but also among the experienced staff;
 - Give opportunity for “master” teachers to share their experience, knowledge and expertise with their colleagues;
 - Enable all participants to become more aware of research and what its findings can do to assist in the classroom;
 - Ease the “trauma” a beginning teacher experiences in his/her first year and thus retain knowledgeable and qualified individuals in the teaching ranks;
 - Enable the district to maintain continuity for reform and restructuring endeavors by equipping new recruits with both the knowledge and skills that are necessary.
 - Allow District employees holding Initial Certification to meet the state mandated one year of mentoring required for Professional Certification.

The motion was approved unanimously by those present.

6.03 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

Mr. Cancemi moved for approval of the following resolution. Mrs. Rotella seconded the motion.

Ms. Massaro explained that this is solely for the purpose of retirement reporting. Employees working six to eight hours have to be reported to the NYS Retirement System.

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees' Retirement System (NYSERS); and

6.03 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

WHEREAS,; The New York State and Local Employees' Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration the Board adopt this standard work day resolution at the legally convened meeting of July 2, 2015; and

WHEREAS, The New York State and Local Employees' Retirement System (NYSERS) requires that a standard work day cannot be less than six hours nor more than eight hours per day, and required the District to revise and update the standard work day for each employee title that has actual work hours less than six hours; and

WHEREAS, Standard work days are herein being set for each employee type for retirement purposes only; and

WHEREAS, The Administration requests that the Board adopt this Revised Standard Work Day Resolution at the legally convened meeting of October 22, 2015 and thereafter annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, that the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS).and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Associate Classroom	5.5 hrs.	6 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	6 hrs.	6 hrs.
Associate Library	5.5 hrs.	6 hrs.
Associate Physical Ed -6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Physical Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
AV Tech	8 hrs.	8 hrs.

6.03 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Budget Manager	7 hrs.	7 hrs.
Building Attendant - Central Office	7hrs.	7 hrs.
Building Attendant - NFHS	7 hrs.	7 hrs.
Classroom Associate Phys. Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Cleaner 7 hr.	7hrs	7 hrs.
Cleaner 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.
Cook and Asst. Cook	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Energy & Procurement Specialist	7 hrs.	7 hrs.
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.
Network Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Nurse Part-Time	7.5 hrs.	7.5 hrs.
Nurse Practitioner	7 hrs.	7 hrs.
Nurse R.N.	7.5 hrs.	7.5 hrs.
Part time Cleaner	4.8 hrs.	6 hrs.
Porter	8 hrs.	8 hrs.
Principal Account Clerk	7 hrs.	7 hrs.
Purchasing Clerk	7 hrs.	7 hrs.
Safety Officer	8 hrs.	8 hrs.
Schedule/Attendance Specialist	7 hrs.	7 hrs.
School Monitor - Lunch	3 hrs.	6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.
Seasonal Laborer	8 hrs.	8 hrs.
Secretary I	7 hrs.	7 hrs.
Secretary II	7 hrs.	7 hrs.
Secretary III	7 hrs.	7 hrs.
Senior Account Clerk	7 hrs.	7 hrs.
Senior Auto Mechanic	8 hrs.	8 hrs.
Senior AV Tech	8 hrs.	8 hrs.
Senior General Repairer	8 hrs.	8 hrs.
Senior Groundskeeper	8 hrs.	8 hrs.
Senior Network Tech	7 hrs.	7 hrs.
Senior School Monitor 7 hrs.	7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.	6 hrs.

6.03 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Storekeeper	8 hrs.	8 hrs.
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Systems Engineer	7 hrs.	7 hrs.

Standard work days are being set for each employee type for retirement purposes only. New York State Employee Retirement System requires that a standard work day cannot be less than six nor more than eight hours per day.

Actual work days vary in accordance with the District's collective bargaining agreements.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.04 – 6.12 Capital Projects Payments

Mr. Petrozzi asked if anything was being held back. Mr. Smeal replied no and that the list is completed.

6.04 APPROVAL OF PAYMENT NO. 14 TO HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Huber Construction Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

6.04 APPROVAL OF PAYMENT NO. 14 TO HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3 (cont'd.)

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Huber Construction Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$563,760.34; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$295,039.45; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings ; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$563,760.34 to Huber Construction Inc., 136 Taylor Drive Depew New York 14043 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.05 APPROVAL OF PAYMENT NO. 15 TO HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

6.05 APPROVAL OF PAYMENT NO. 15 TO HUBER CONSTRUCTION INC. FOR GENERAL CONSTRUCTION WORK, CONTRACT #101, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3 (cont'd.)

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Huber Construction Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Huber Construction Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for retention for services rendered and material furnished in the amount of \$295,038.45; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurrie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is the required 5% retention in the amount of \$295,038.45; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$295,038.45 to Huber Construction Inc., 136 Taylor Drive Depew New York 14043 in accordance with the Application and Certificate for Payment #15; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.06 APPROVAL OF PAYMENT NO. 27 TO QUACKENBUSH CO., INC. FOR HVAC CONSTRUCTION WORK, CONTRACT #103, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Quackenbush Co., Inc. for HVAC construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the District Deputy Superintendent; and

WHEREAS, Quackenbush Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for payment in the amount of \$5,000.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the remaining agreed upon retention in the amount of \$1,000.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$5,000.00 to Quackenbush Co., Inc., 495 Kennedy Road, Buffalo, New York 14227 in accordance with the Application and Certificate for Payment #27; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.07 APPROVAL OF PAYMENT NO. 28 TO QUACKENBUSH CO., INC. FOR HVAC CONSTRUCTION WORK, CONTRACT #103, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Quackenbush Co., Inc. for HVAC construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the District Deputy Superintendent; and

WHEREAS, Quackenbush Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for payment in the amount of \$6,492.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is the remaining agreed upon retention in the amount of \$1,000.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,000.00 to Quackenbush Co., Inc., 495 Kennedy Road, Buffalo, New York 14227 in accordance with the Application and Certificate for Payment #28; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.08 APPROVAL OF PAYMENT NO. 27 TO FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Ferguson Electrical Construction Co., Inc. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and Administrator for School Business Services; and

WHEREAS, Ferguson Electrical Construction Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$110,993.82; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, District Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2% retention in the amount of \$145,535.32; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$110,993.82 to Ferguson Electrical Construction Co., Inc., 333 Ellicott Street, Buffalo, New York 14203 in accordance with the Application and Certificate for Payment #27; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.09 APPROVAL OF PAYMENT NO. 28 TO FERGUSON ELECTRICAL CONSTRUCTION CO., INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT; INVENTING TOMORROW CAPITAL PROJECTS

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated June 11th, 2013, with Ferguson Electrical Construction Co., Inc. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and Administrator for School Business Services; and

WHEREAS, Ferguson Electrical Construction Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$145,535.32; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurrie, District Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is the required 2% retention in the amount of \$145,535.32; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$145,535.32 to Ferguson Electrical Construction Co., Inc., 333 Ellicott Street, Buffalo, New York 14203 in accordance with the Application and Certificate for Payment #28; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.10 APPROVAL OF PAYMENT NO. 15 TO FREY ELECTRICAL INC. FOR ELECTRICAL CONSTRUCTION WORK, CONTRACT #104, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th 2014, with Frey Electric Construction Co. for electrical construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Frey Electric Construction Co. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$93,105.78; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie, Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and the required retention in the amount of \$93,105.78; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$93,105.78 to Frey Electric Construction Co., 100 Pearce Avenue Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #15; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.11 APPROVAL OF PAYMENT NO. 14 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment"; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$72,227.47; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$147,038.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$72,227.25 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.12 APPROVAL OF PAYMENT NO. 15 TO MARK CERRONE INC. FOR SITE CONSTRUCTION WORK, CONTRACT #105, FOR THE IT PROJECT: INVENTING TOMORROW CAPITAL PROJECTS BID PACKAGE #3

Mr. Paretto moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education executed a Contract dated May 9th, 2014, with Mark Cerrone Inc., for construction work on the IT Project: Inventing Tomorrow Capital Project Bid Package #3, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, "Application and Certificate for Payment"; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, Construction Manager and the Deputy Superintendent; and

WHEREAS, Mark Cerrone Inc., has submitted an Application and Certificate for Payment, AIA Document G702, for retention for services rendered and material furnished; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, Construction Manager, L.P. Ciminelli, and Mark Laurie Deputy Superintendent; and

WHEREAS, The Application is in accordance with the Contract and is the required 5% retention in the amount of \$147,038.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$147,038.25 to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, New York 14305 in accordance with the Application and Certificate for Payment #15; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
October 22, 2015

Mrs. Bianco reported that the District's presentation of its STEM Program at NYSSBA was well received. Ms. Lynne Tompkins, Mr. Ed Maynard, Dr. Bhawna Chowdhary, and Mrs. Judie Glaser did a fantastic job. Other districts have requested to visit our District to see the program in action. She thanked staff for an excellent presentation and commended the teachers for using the model of co-teaching for this program.

Mr. Laurrie reported that the Commissioner was at Niagara University; all the partnerships were highlighted.

Mr. Laurrie reported that the District was awarded a grant between \$220 to \$230,000.00; 55 districts applied for the grant and 26 were awarded. These funds will allow the District to start a PreK program for three-year olds in January. The program will run from January to June for 90 days, and next year it will go from September to June. The program will be housed at Abate. Mr. Carella will work on developing the curriculum, and teachers and associates will have to be hired. Lunch will be provided, but there will be no bussing. Some type of lottery system will have to be developed. The regulations for this grant are intense and the District has demonstrated that it's a high needs District.

Mrs. Bianco reported that the Cafeteria visitation by the USDA at Niagara Falls High School was a success and received rave reviews from the Regional Manager. She thanked Mr. Bradley, Mr. LaGreca, and the cafeteria staff on a job well done.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
October 22, 2015

Mrs. Bianco thanked those who came out to support her last evening at the Niagara Street Area Business and Professional Association Annual Awards Dinner where she was honored with the Leadership Award.

Mrs. Bianco congratulated the following Niagara Falls High School teachers:

Ms. Linda Werder and the 15 students who were selected for the Area All State Honors Choir.

Ms. Kate Muldoon and all the drama students who performed in The Twenty Four Hour Plays.

Mr. Donald Bass and the Wolverine Football team for making the Sectionals.

Congratulations also to LaSalle Prep School and Gaskill Prep School teachers Ms. Melissa Franke and Ms. Mary Young, who were featured in an on-line publication from YWAP- Youth With A Purpose. This is a not-for-profit organization. See the story at www.youthwithapurpose.org under "news."

Mrs. Bianco proudly announced that three of our schools were recognized by WNY STEM as Schools on the Move: Niagara Falls High School, Gaskill Prep School and Harry F. Abate Elementary School. Only seven schools in the five-county area received this award. Harry F. Abate Elementary was the only elementary school receiving this award across Western New York. The three were nominated to demonstrate vertical alignment.

Finally, next week is the State-wide School Board Recognition Week. She thanked the Board for all that they do. You work hard and continually as volunteers, and it is appreciated. A token of gratitude was presented to each Board member.

Mrs. Bianco stated that a Special Meeting is needed for November 5th to address the Office of State Comptroller (OSC) Audit Report.

Mrs. Bianco stated that an Executive Session is needed this evening for personnel matters and litigation.

COMMENTS BY BOARD MEMBERS

Board members and the Superintendent commended and congratulated Mr. Laurie and his group and staff who were involved in the successful completion of the District's Capital Project; *Inventing Tomorrow* and for the success of the STEM Program. The project came in on time and on budget. Mr. Paretto commented on the impact the project had on the labor force in the City and county. He stated that all the trades did an excellent job. Everyone is proud of what was accomplished.

Board members congratulated Mrs. Bianco on receiving the Leadership Award last evening from Niagara Street Area Business and Professional Association.

Board members expressed their excitement for the forthcoming new PreK program for three-year olds.

Mrs. Rotella stated that at the STEM Presentation, a survey was taken and she was very surprised to see so few districts at NYSSBA that have a STEM program. She stated that people were in awe about what we have accomplished. At another workshop she attended, she stated that Board and State officials were in agreement that something needs to be done about APPR and concerns raised about testing. The Board of Regents and New York State need to get their act together. Everyone across the State is just as frustrated as we are.

Mr. Vilardo recalled when the Capital Project; *Inventing Tomorrow* started the late Mr. Ron Shiesley was here. He wished Mr. Shiesley could have been here to see the completion of the project.

EXECUTIVE SESSION

At 7:45 p.m. Rev. Dobbs motioned to convene in Executive Session to discuss Personnel Matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation, and matters pertaining to litigation. Mr. Barstys seconded the motion. All were in favor; motion was carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES AND ADJOURNS

At 9:47 p.m. Mr. Barstys motioned that the Executive Session be adjourned and the October 22, 2015 Regular Meeting be reconvened and adjourned in memory of the following who recently passed away; seconded by Mr. Restaino. All present were in favor; there were no objections.

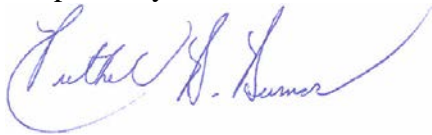
*Russell Wijesirwardena, 19, who recently graduated from NFHS...Russell had been a freshman at Fredonia, where, despite his illness, had made the Dean's list.

**EXCUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES
AND ADJOURNS (cont'd.)**

- *Mrs. Theresa Novara Rotella, former secretary
- *Mrs. Rose Mary Filicetti Layo, former Business teacher
- *Mr. Frank Anthony Fazzolari, uncle of Tina Panepinto (Admin. Office Building Attendant Receptionist)
- *Mr. Donald Panepinto, father-in-law of Tina Panepinto (Admin. Office Building Attendant Receptionist)
- *Mr. John Roberts, father of Antonio Roberts (Sr. General Repairer), father-in-law to Gregory Rizzo (General Repairer), brother-in-law to Toni Baratta (TA @ Abate), and uncle to David Baratta (former part-time cleaner) and son-in-law of the Late Board Member Victoria Fama.

The October 22, 2015, Regular Board Meeting was adjourned at 9:47 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

NOVEMBER 2015 MEETINGS - MINUTES

DATE: November 5, 2015

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room,
630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mrs.
Rotella

MEMBERS ABSENT: Mr. Paretto and Mr. Vilardo (*both excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Fire Report – *Mr. Spacone/Investigator Eric Barlow*
- Annual External Audit Report '14/15 – *Mrs. Bianco/Mr. Giarizzo/Mr. Montalbo*
- Strategic Goals (2, 3, 4) Plan Update – *Mrs. Bianco/Mr. Laurie/Ms. Massaro/Mr. Giarizzo*
- Agenda Review – November 19th Regular Meeting –
Mrs. Dumas/Ms. Massaro

EXECUTIVE SESSION

A motion for Executive Session was made at 6:28 p.m. by Rev. Dobbs for current litigation, for the purpose of discussing the appointment/employment/promotion/assignment and transfer of a person, persons or corporation and the proposed sale of property. Mr. Petrozzi seconded the motion; all were in favor.

**EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES
AND ADJOURNS**

At 7:25 p.m., Executive Session adjourned and the November 5, 2015 Board Review Session was reconvened and adjourned upon the motion of Mr. Jocoy, seconded by Mr. Cancemi.

All were in favor; motion carried unanimously by those present.

The November 5, 2015, Board Review Session was adjourned at 7:25 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Patti Felton, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

NOVEMBER 2015 MEETINGS - MINUTES

DATE: November 5, 2015

KIND OF MEETING: Special

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Special Meeting, a Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The Special Meeting was called to order at 7:30 p.m. by Vice President Carmelette Rotella, who presided over the meeting in the absence of Board President Nicholas Vilardo.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mrs. Rotella

MEMBERS ABSENT: Mr. Paretto and Mr. Vilardo (*both excused*)

RECOMMENDED ACTION FROM THE SUPERINTENDENT OF SCHOOLS

2.1 ACCEPTANCE OF THE 2014-15 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION

Mrs. Rotella stated that the Audit Committee recommended the acceptance of the Audit Report.

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, §170.2(r) of the Commissioner's Regulations requires that a financial audit of all funds maintained by the City School District of the City of Niagara Falls be performed each year; and

WHEREAS, the firm of Drescher & Malecki LLP has completed the audit and presented it to the Board of Education; therefore be it

RESOLVED, That the Board of Education accept the 2014-15 Annual Independent Audit as prepared by the firm of Drescher & Malecki LLP; and

2.1 ACCEPTANCE OF THE 2014-15 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION (cont'd.)

RESOLVED, That a certified copy of the resolution and a copy of the audit be filed with the Commissioner of Education; and

RESOLVED, That the District Treasurer be directed to publish the annual Independent audit in a newspaper having general circulation in the School District as required by Commissioner's Regulations §170.2(s)(1).

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Petrozzi, Mr. Restaino,
and Mrs. Rotella

Nays: None

Carried

2.2 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2015/2016

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, §807-a of the Education Law states that it is the duty of the Board of Education to cause their buildings to be inspected at least once per year for fire hazards; and

WHEREAS, The fire inspections have been completed as specified in §807-a of the Education Law; therefore be it

RESOLVED, That the Board of Education accepts the annual Fire Safety Reports for the school year 2015/2016; and

RESOLVED, That the Board direct the Director of Facilities to file copies of the fire safety reports in his office; and

RESOLVED, That the Board direct the District Clerk to cause public notice that the fire safety reports were completed and to specify the location of the filed reports; and

RESOLVED, That the Board direct the District Clerk to thank **Mr. Eric Barlow, Fire Investigator**, Niagara Falls Fire Department, 3115 Walnut Avenue, Niagara Falls, New York 14302, for meeting with the Board of Education officials for the purpose of discussing the Fire Safety Reports for the school year 2015/2016 and alleged deficiencies at the meeting of November 5, 2015.

2.2 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2015/2016 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Petrozzi, Mr. Restaino,
and Mrs. Rotella

Nays: None

Carried

2.3 PERSONNEL REPORT – CERTIFICATED

Mr. Cancemi moved for approval of the following Personnel Report for Certificated Staff, Items #I through #I through #III. Mr. Jocoy seconded the motion.

I. SCHEDULE B

1. AFTER SCHOOL ACADEMIC / INTERSCHOLASTIC SUPPORT – (11/30/15 TO 2/12/16) NTE 45 HOURS – A2855.141.098

Joseph Lozina

II. SCHEDULE C

WINTER COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Martha Amoretti	Assistant Girls Basketball (Modified)	\$3739 Step 3
Richard Meranto	Assistant Indoor Track	\$3479 Step 1

WINTER SUPPORT STAFF – 2015 – 2016 SCHOOL YEAR – NTE 30 EVENTS / \$50.69 PER DAY – A2855.141.098

Thomas E. Filosofos

III. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

1. KALFAS – A2850.142.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Maria D'Antonoli	1.0	School Treasurer	\$1345

2.3 PERSONNEL REPORT – CERTIFICATED (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Petrozzi, Mr. Restaino,
and Mrs. Rotella

Nays: None

Carried

2.4 PERSONNEL REPORT – CLASSIFIED, ITEM #I THROUGH #VIII

Mr. Jocoy moved for approval of the following Personnel Report for Classified Staff, Items #I through #I through #VIII. Mr. Cancemi seconded the motion.

I.	<u>PROMOTIONAL APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	David Spacone, Jr. <u>R</u>	Cleaner 8 Hours NFHS \$34,926 Step 2 A1623.167.045	General Laborer Maintenance \$40,580 Step 1 A1625.162.016	November 9, 2015 (probationary period ends February 8, 2016)
	Daniel Travis <u>R</u>	Custodian Hyde Park \$55,003 Step 4 w/Longevity A1623.162.058	General Repairer Maintenance \$55,840 Step 4 w/Longevity A1624.162.016	November 9, 2015 (probationary period ends February 8, 2016)
II.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Michael MacNeil <u>R</u>	School Monitor Lunch 3 Hours Hyde Park	\$11.55/hr. Step 1 C2080.176.058	November 9, 2015 (probationary period ends March 8, 2016)
	Adam Alfearie <u>R</u>	Cleaner 7 Hours District-Wide	\$29,938 Step 1 A1623.167.098	November 9, 2015 (probationary period ends February 8, 2016)

2.4 PERSONNEL REPORT – CLASSIFIED, ITEM #I THROUGH #VIII (cont'd.)

III. PROVISIONAL/PROBATIONARY APPOINTMENTS – (PENDING BOILER LICENSE ONLY)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Karl Zaker <u>R</u>	General Repairer Maintenance	\$46,717 Step 1 A2164.162.016	November 9, 2015 (Prob period ends May 8, 2016) (pending obtaining Boiler License within 6 months; must receive license no later than May 8, 2016)

IV. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Nadine Baugh <u>R</u>	Classroom Pre-K Assoc. 5.5 Hrs Kalfas (Elizabeth York)	\$13.46/hr. Step 1 F2510.177.059.3116	November 9, 2015 – June 30, 2016
Denise Claps <u>R</u>	Physical Educ. Associate 5.5 Hrs. Niagara Street	\$14.68/hr. Step 3 w/Longevity A2164.171.061	November 9, 2015 – June 30, 2016
Christine DeMartino <u>R</u>	Classroom Pre-K Assoc. 5.5 Hrs. 79 th Street School (MaryBeth Manning)	\$13.46/hr. Step 1 F2510.177.065.3116	November 9, 2015 – June 30, 2016
Rick Dumas <u>R</u>	Custodian Hyde Park (Daniel Travis)	\$47,205 Step 1 w/Longevity A1623.162.058	November 9, 2015 – December 31, 2015
Sharon Gazy <u>R</u>	Physical Educ. Associate 5.5 Hrs. GJ Mann (Deborah Pucci)	\$13.46/hr. Step 1 A2101.177.067	November 9, 2015 – June 30, 2016
Shanika Jones <u>R</u>	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$29,938 Step 1 A1623.167.056	November 9, 2015 December 31, 2015
Patricia Kozlowski <u>R</u>	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	November 9, 2015 – December 31, 2015
Deborah Pucci <u>E</u>	Senior School Monitor 7 Hours GJ Mann (Denise Claps)	\$15.95/hr. Step 2 w/Longevity A2101.177.067	November 9, 2016 – June 30, 2016
Donna Sullivan <u>R</u>	School Monitor Lunch (3 Hours) Niagara Street (Nadine Baugh)	\$11.55/hr. Step 1 C2080.176.061	November 9, 2015 – June 30, 2016
Elizabeth York <u>R</u>	Senior School Monitor 7 Hours LPS (Lynn Emmick)	\$15.85/hr. Step 2 w/Longevity A2101.177.050 (Revised Hourly Rate)	October 1, 2015 – (until employee returns - not to exceed June 30, 2016)

2.4 PERSONNEL REPORT – CLASSIFIED, ITEM #I THROUGH #VIII (cont'd.)

V. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	December 1, 2015 – December 31, 2015
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	December 1, 2015 – December 31, 2015
Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	December 1, 2015 December 31, 2015

VI. TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Kim Dorato	Classroom Pre-K Assoc. 5.5 Hrs. 79 th Street F2510.177.065.3116	Classroom Pre-K Assoc. 5.5 Hrs. Hyde Park F2510.177.058.3116	November 9, 2015
MaryAnn Fennell	Health Associate 6 Hours Abate (.5) – A2815.174.056 NSS (.5) – A2815.174.061	Health Associate 6 Hours Niagara Street A2815.174.061	November 9, 2015

VII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Denise Claps	Senior School Monitor 7 Hours GJ Mann (Deborah Pucci)	Other (to take Other District position)	November 9, 2015 – June 30, 2016
MaryAnn Fennell	Health Associate 6 Hours Niagara Street	Medical (without pay)	Revised Dates: Sept 1, 2015 – Oct 19, 2015
Donald Harris	Classroom Pre-K Assoc. 5.5 Hrs Niagara Street	Medical (without pay)	Revised Dates: Sept. 2, 2015 – Dec. 4, 2015
Kristi Marcyan	School Monitor Lunch 3 Hours Kalfas	Personal (without pay)	September 1, 2015 – October 23, 2015
David Spacone, Jr.	Cleaner 8 Hours NFHS (Joseph Villella, Cleaner 7 Hours)	Other (to take other District position)	November 9, 2016 – February 8, 2016
Daniel Travis	Custodian Hyde Park (Rick Dumas)	Other (to take other District position)	November 9, 2016 – February 8, 2016

2.4 PERSONNEL REPORT – CLASSIFIED, ITEM #I THROUGH #VIII (cont'd.)

VIII. ADDITIONAL HOURS

1. FAMILY COMMUNICATION – HYDE PARK – NTE 15 HOURS EACH – SEPT. 2015 – JUNE 2016 – F2103.177.058.0116

Maureen Penale

Brittany Sebring

2. PARENT EVENT SUPPORT – MAPLE – NTE 10 HOURS EACH – SEPT. 2015 – JUNE 2016 – F2103.177.060.0116

Lynn Emmick

Deborah Maj

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Petrozzi, Mr. Restaino,
and Mrs. Rotella

Nays: None

Carried

SUPERINTENDENT’S REPORT

Mrs. Bianco stated that she will present her “State of the District Address” at the November 19, 2015 Regular Board Meeting. The presentation of the Strategic Goals Plan will be completed at that meeting.

BOARD MEMBERS REPORT AND COMMENTS

Mr. Cancemi commended Mrs. Rotella on a job well done protecting our BOCES dollars.

Mr. Petrozzi stated that he would like to revisit how those one time revenues are spent. He would like to see them divided over a three-year period.

Mr. Barstys acknowledged Mrs. Bianco and Mr. Laurie for the manner in which the issues that were discussed in Executive Session were handled. He stated that he understands all too well what they had to deal with because he has had to deal with similar situations in his District.

Board members commended staff on a successful Audit. Kudos to all stated Rev. Dobbs.

SPECIAL MEETING ADJOURNS

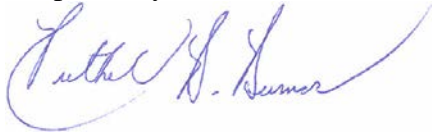
The November 5, 2015, Special Meeting was adjourned at 7:45 p.m. in memory of the following who recently passed away on a motion made by Mr. Restaino; seconded by Rev. Dobbs. All present were in favor; motion carried unanimously by those present.

*Mrs. Dorothy Palmer, former Bus Associate and mother of Mark Palmer (Porter @ Maple)

*Mrs. Mary A. Gilmer, mother of Maria Cox (Computer Application Specialist)

*Mrs. Maryann DeMartin, retired secretary and wife of Fred DeMartin (retired Driver), sister-in-law of Thomas Patti (retired teacher), and aunt of Ann Marie and Frank Orfano (both District teachers)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

NOVEMBER 2015 MEETINGS - MINUTES

DATE: November 19, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mr. Petrozzi (7:40), Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: None

TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- Special Committee Reports:
 - ❖ Attendance – *Ms. Massaro*
 - ❖ Transgender Policy – *Ms. Massaro*
 - ❖ Report Card – *Mr. Carella, Mrs. Capone*
 - ❖ Smart School Bond Update – *Ms. Sprague, Mr. Smeal*
- Strategic Goal 5 – *Ms. Sprague*
- LAP Report – *Mrs. Capone*
- Home Instruction – *Ms. Burkett*
- Review of Agenda for November 19th – *Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 7:01 p.m. Rev. Dobbs motioned for Executive Session for matters pertaining to the proposed sale of real property and current litigation. Mr. Restaino seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

EXECUTIVE SESSION ADJOURNED/ARS RECONVENES AND CONCLUDES

Executive Session adjourned and the Agenda Review Session was reconvened and concluded at 7:25 p.m. All present were in favor; there were no objections.

CALL TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at 7:30 p.m. All Board members were present with the exception of Mr. Petrozzi.

ORAL COMMUNICATIONS

None.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mrs. Rotella seconded the motion.

May and September 2015 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #4

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #4. Rev. Dobbs seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 1,029,551.28 among the following fund, function, object, and location codes:

General Fund:	\$ 136,460.14
Cafeteria Fund:	\$ 40,000.00
Special Aid Funds:	\$ 25,034.38
Capital Projects Fund	\$ 828,056.76

The motion was approved unanimously by those present.

BID #18 – FACILITY PAINT SUPPLIES

Mr. Restaino moved for approval of the following resolution on Facility Paint Supplies - Bid No. 18, for the 2015-2016 School Year. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for Facility Paint Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 18 – Facility Paint Supplies; and

WHEREAS, Legal notice was published October 12, 2015 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bid was publicly opened and read on October 28, 2015 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Discount Percentage</u>
18A	Sherwin Williams	45%

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

BID #19 – SOLID WASTE AND REFUSE COLLECTION

Mr. Restaino moved for approval of the following resolution on Solid Waste and Refuse Collection - Bid No. 19, for the 2015-2016 School Year. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for Solid Waste and Refuse Collection in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 19 – Solid Waste and Refuse Collection; and

BID #19 – SOLID WASTE AND REFUSE COLLECTION (cont'd.)

WHEREAS, Legal notice was published October 16, 2015 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bids were publicly opened and read on October 29, 2015 and two properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
19A	Waste Management of NY, LLC	\$88,418.30

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Reports for September 2015 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for November 2015 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #I through #III. Paretto seconded the motion.

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

I. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Joanne Balsano (Romanchock)	Teaching Assistant Abate	FMLA (without pay)	Revised Dates: September 1, 2015 – January 29, 2016 November 16, 2015 – May 20, 2016 (Half-days AM only)
Carrie Sottile	Teacher Social Studies NFHS	FMLA (without pay)	

II. SCHEDULE B

1. ESL AFTER-SCHOOL PROGRAM – NTE HOURS BELOW – 2015-16 SCHOOL YEAR - REVISION

<u>NTE 50 HOURS</u>	<u>RESCIND 50 HOURS</u>
Kristen Forcucci	Kaitlin Locey

2. PROMISE CASE MANAGEMENT COORDINATORS – NTE 150 HOURS EACH – 2015-16 SCHOOL YEAR – F2103.140.007.5716

Nicole Cafarella	Kenneth Krieger
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III. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE E – LUNCH AND MORNING DUTY – 2015 – 2016

LUNCH DUTY – NFHS – SEPT TO JUNE – A2103.146.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Pamela Smith	1.0	Lunch Duty	\$2930

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Jocoy moved for approval of the following Personnel Report for Classified Staff, Items #I through #VI. Mr. Restaino seconded the motion.

I. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Darlene Janese	Food Service Helper 3 Hours LPS	2 months	November 13, 2015

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Paul Jaroszewski <u>R</u>	Driver 10 Months District-Wide	\$15.96/Hour A1660.169.098	November 23, 2015 (probationary period ends May 22, 2016)

III. TEMPORARY APPOINTMENTS – (REVISIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Michelle Cutler	Health Associate 7 Hours NFHS(Margaret Ewing)	\$14.63/Hr. Step 3 w/Longevity A2815.174.045	Revised Dates: September 1, 2015 – June 30, 2016
Shanika Jones	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$31,238 Step 1 w/Longevity A1623.167.056 (Revised Salary)	November 9, 2015 – December 31, 2015
Donna Sullivan	School Monitor Lunch 3 Hours Kalfas (Nadine Baugh) (Revised Location as of 11/23/15)	\$11.55/hr. Step 1 C2080.176.061	November 9, 2015 – June 30, 2016

IV. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Carol Lucas	School Safety Officer (Tues-Sat) NFHS A2102.163.045	School Safety Officer (Tues-Sat) GPS A2102.163.049	November 9, 2015
Kristi Marcyan	School Monitor Lunch 3 Hours Kalfas C2080.176.059	School Monitor Lunch 3 Hours Niagara Street C2080.176.061	November 23, 2015 – June 30, 2016
Joseph Vitello	School Safety Officer (Tues-Sat) GPS A2102.163.049	School Safety Officer (Tues-Sat) NFHS A2102.163.045	November 9, 2015

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Rosa Strangio	Cook LPS (probationary)	Cook LPS	December 1, 2015

VI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Tina Bailor	Special Ed Associate 5.5 Hours 79 th Street	FMLA (without pay)	11/09/15 AM; 11/10/15; 11/12/15, and 11/13/15
Ronald Beningo	School Safety Officer NFHS	FMLA (without pay)	11/19/15 PM; 11/10/15 PM; 11/12/15 Full Day
Margaret Ewing	Health Associate 7 Hours NFHS	Medical (without pay)	Revised Dates: November 12, 2015 (PM) – June 30, 2016
Anne Marie Fowle	Phys. Ed Associate 6.5 Hours GPS	Medical (without pay)	November 17, 2015 (PM) – December 22, 2015
Theresa Puccio	Asst. Child Care Assoc. 6 Hours NFHS	FMLA (without pay)	11/09/15 & 11/10/15

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on October 14, 16, 20, 21, 22, 26, 27, 28, 29, 30, November 2, 3, 4, 6, 9, 10, 12, and 13, 2015 for the annual review of special education students and on October 15, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, November 2, 3, 4, 6, 10, 13, and 16, 2015 to review and initiate the placement of students with disabilities

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 11/19/15, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on October 20, November 5, 9, and 10, 2015 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 11/19/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Global Spectrum, L.P. (The Conference & Events Center) 101 Old Falls Street Niagara Falls, NY	Prom Reception & Dinner	June 17, 2016	Robert Bradley	Maria Massaro 11/18/15 Mark Laurrie 11/18/15
2.	Global Spectrum, L.P. (The Conference & Events Center) 101 Old Falls Street Niagara Falls, NY	NFHS Graduation	June 25, 2016	Robert Bradley	Maria Massaro 11/18/15 Mark Laurrie 11/18/15
3.	Jon Gatto, The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	October 21, 22, 2015 November 9, 10, 2015	Susan Rhodenizer	Maria Massaro 11/18/15 Cynthia Bianco 11/18/15
4.	Tony Terranova Niagara Chocolates 3500 Genesee Street Buffalo, NY 14225	Niagara Chocolate Sale	January 11-29, 2016	James Spanbauer	Maria Massaro 11/18/15 Cynthia Bianco 11/18/15

5. Unfinished Business

None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM CONGRESSMAN BRIAN HIGGINS

Mr. Restaino moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, Congressman Brian Higgins has donated 150 copies of the U.S. Constitution to Mrs. Fortin-Nossavage's United States History students at Niagara Falls High School; therefore, be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of 150 copies of the U.S. Constitution; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Congressman Brian Higgins, 640 Park Place, Niagara Falls, NY 14301.

The motion was approved unanimously by those present.

6.02 ACCEPTANCE OF LOCAL ASSISTANCE PLANS FOR 2015-16 FOR NIAGARA STREET ELEMENTARY SCHOOL, HYDE PARK ELEMENTARY SCHOOL, MAPLE AVENUE ELEMENTARY SCHOOL, 79TH STREET ELEMENTARY SCHOOL, GASKILL PREPARATORY SCHOOL AND LASALLE PREPARATORY SCHOOL

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The State Education Department requires the development of Local Assistance Plans for each school that did not meet accountability performance standards for one or more criteria for any student subgroup; and

WHEREAS, Gaskill Preparatory School has been identified as not making adequate yearly progress for three years for students with disabilities and economically disadvantaged students in Mathematics, based on the New York State Assessments in grades 3-8; and LaSalle Preparatory School has been identified as not making adequate yearly progress for three years for African American students and economically disadvantaged students in mathematics; and 79th Street Elementary School has been identified as not making adequate yearly progress for three years for white students in mathematics and failing to meet the minimum combined performance index cut point for English Language Arts and mathematics for economically disadvantaged students; and Hyde Park Elementary School has been identified as not making adequate yearly progress for three years for white students in mathematics and Economically disadvantaged students in English Language Arts; and Niagara Street Elementary School has been identified as not making adequate yearly progress for three years for students with disabilities, white students and economically disadvantaged students in English Language Arts; and one school, Maple Avenue Elementary School has been identified for a performance index gap of more than 100 points for students with disabilities in English Language Arts; and

WHEREAS, A Local Assistance Plan (LAP) has been developed for each school, which includes a diagnostic self-review and action plan to assist in meeting the required performance standards in English Language Arts and Mathematics set by the New York State Education Department for students with disabilities; now therefore be it

RESOLVED, That the Board of Education approves the Local Assistance Plans for 2015-2016 for Niagara Street Elementary School, Hyde Park Elementary School, 79th Street Elementary School, Maple Avenue Elementary School, Gaskill Preparatory School and LaSalle Preparatory School, copies of which are on file in the Assessment Office Administration Building, 630-66th Street, Niagara Falls, New York 14304.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.03 ACCEPTANCE OF FUNDS FOR THE 2015-2016 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$1,893,671 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Universal Pre-Kindergarten Grant; and

RESOLVED, That the grant award of \$1,893,671 be credited to Revenue Account F3289.310.16 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2510.133.056.3116	INSTRUCTIONAL - ABATE	2.00	\$159,802
F2510.133.058.3116	INSTRUCTIONAL - HYDE PARK	1.00	\$96,760
F2510.133.059.3116	INSTRUCTIONAL - KALFAS	3.00	\$276,620
F2510.133.060.3116	INSTRUCTIONAL - MAPLE	2.00	\$156,252
F2510.133.061.3116	INSTRUCTIONAL - NIAGARA STR	2.00	\$148,231
F2510.133.065.3116	INSTRUCTIONAL - 79TH	2.00	\$184,982
F2510.133.067.3116	INSTRUCTIONAL - MANN	2.00	\$154,075
F2510.150.002.3116	GRANT DIRECTOR	0.12	\$15,680
F2510.138.007.3116	GRANT DIRECTOR	0.23	\$21,273
F2510.164.007.3116	ADMINISTRATION SECRETARY	0.23	\$13,691
F2510.177.056.3116	ASSOC - ABATE	4.00	\$61,384
F2510.177.057.3116	ASSOC - CATARACT	4.00	\$62,173
F2510.177.058.3116	ASSOC - HYDE PARK	4.00	\$62,491
F2510.177.059.3116	ASSOC - KALFAS	6.00	\$92,511
F2510.177.060.3116	ASSOC - MAPLE	4.00	\$62,119
F2510.177.061.3116	ASSOC - NIAG ST	4.00	\$62,331
F2510.177.065.3116	ASSOC - 79TH	4.00	\$62,331
F2510.177.067.3116	ASSOC - GJ MANN	4.00	\$62,066
F2510.404.007.3116	CONSULTANTS/OUTSIDE SERV		<u>\$138,900</u>
		48.58	\$1,893,671

Revenue Code: F3289.310.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Universal Pre-Kindergarten Grant
3. Funding Source: The State Education Department
4. Total Budget: \$1,893,671
5. Total Staff: 48.58
6. Number of Clients Served: 413 students

6.03 ACCEPTANCE OF FUNDS FOR THE 2015-2016 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT (cont'd.)

7. Major Objectives:

All four-year olds will develop a positive self-concept and attitude toward learning and life. They will understand and respect social and cultural diversity, develop relationships of mutual trust and respect with adults and peers and demonstrate increasing independence.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.04 ACCEPTANCE OF FUNDS FOR THE 2015-2016 FEDERAL IDEA SECTION 611 FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Official notification of approval of the application and award in the amount of \$1,921,423 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Federal IDEA Funding for the Education of Students with Disabilities Grant; and

RESOLVED, That the grant award of \$1,921,423 be credited to Revenue Account F4256.070.16; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2250.132.098.0716	PER DIEM		\$43,313
F2250.133.045.0716	TEACHER - NFHS	2.00	\$164,938
F2250.133.049.0716	PSYCHOLOGIST-GPS	0.80	\$88,250
F2250.133.007.0716	PSYCHOLOGIST INTERNS	2.00	\$34,000
F2250.133.057.0716	TEACHER - CATARACT	0.50	\$52,809
F2250.133.058.0716	TEACHER - HYDE PARK	0.55	\$56,218
F2250.133.067.0716	PSYCHOLOGIST - MANN	0.20	\$22,062
F2250.138.006.0716	CSE CHAIRPERSON	0.60	\$47,201
F2250.143.050.0716	TA - LASALLE	0.50	\$15,620

6.04 ACCEPTANCE OF FUNDS FOR THE 2015-2016 FEDERAL IDEA SECTION 611 FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT (cont'd.)

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2250.143.056.0716	TA - ABATE	1.05	\$32,757
F2250.143.057.0716	TA - CATARACT	2.0	\$62,478
F2250.143.059.0716	TA - KALFAS	1.00	\$31,239
F2250.143.061.0716	TA - NIAG STR	3.00	\$93,717
F2250.143.065.0716	TA - 79TH	2.00	\$62,478
F2250.143.067.0716	TA - MANN	2.00	\$62,478
F2250.147.058.0716	PSA - HYDE PARK	1.00	\$51,329
F2250.147.067.0716	PSA - MANN	1.00	\$51,329
F2250.164.007.0716	SECRETARY/CLERICAL	2.00	\$83,650
F2250.177.045.0716	ASSOC: NFHS	2.00	\$27,753
F2250.177.060.0716	ASSOC: MAPLE	1.00	\$13,881
F2250.177.061.0716	ASSOC: NIAG ST	1.00	\$13,766
F2250.404.007.0716	CONSULTANTS		\$397,486
F2250.409.007.0716	TRAVEL/CONFERENCES		\$1,224
F2250.540.007.0716	SUPPLIES		\$3,030
F2250.803.096.0716	FICA/MEDICARE		\$71,753
F2250.800.096.0716	CLASSIFIED PENSION ERS		\$28,366
F2250.802.096.0716	CERTIFIED PENSION TRS		\$117,697
F2250.807.096.0716	HEALTH INSURANCE		\$190,602
		26.20	\$1,921,423

Revenue Code: F4256.070.16

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: Federal IDEA Section 611 Funding for the Education of Students with Disabilities
3. Funding Source: The State Education Department
4. Total Budget: \$1,921,423
5. Total Staff Required: 26.20
6. Number of Clients Served: 1,405

7-9 Major Objectives

- Increase the number of students meeting the Standards by 10%
- Increase the number of students receiving a Regent's Diploma by 10%
- Decrease the number of students requiring Special Education Services by 10%
- To develop staff awareness of cultural differences through diversity training
- To increase efficiency of school-based student support teams
- To established and maintain individual or joint committees on preschool special education for the education of resident preschool children with handicapping conditions who have attained the age of three (3)

6.04 ACCEPTANCE OF FUNDS FOR THE 2015-2016 FEDERAL IDEA SECTION 611 FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT (cont'd.)

Major Activities

- Establish committee
- Review all referrals
- Recommend placement of children to the Board
- Arrange for evaluation of children
- Arrange placement of children via County

Major Evaluation

- Conduct Annual Review of children

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.05 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER SERVER HARDWARE SERVICES

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into a contract with the Erie 1 BOCES for a five-year period commencing on November 19, 2015, to authorize the Western New York Regional Information Center to furnish computer server hardware services listed on project number **MPN# 406-09-16C** to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed **\$29,711.40**. The Installment Purchase Agreement (IPA) will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately **\$495.19** per month for a principal total not to exceed **\$29,711.40**; and

WHEREAS, The District has arranged with the Erie 1 Board of Cooperative Educational Services (BOCES), through its Regional Information Center, to provide such services; and

WHEREAS, BOCES is providing this as a service to a public school district at the District's request; therefore be it

6.05 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER SERVER HARDWARE SERVICES (cont'd.)

RESOLVED, The Board of Education of the Niagara Falls City School District hereby agrees to enter into the attached Contract with the Erie 1 BOCES for a five-year period commencing on November 19, 2015 to authorize the Western New York Regional Information Center to furnish computer server hardware services to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed **\$29,711.40** which Contract will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of **\$495.19** per month for a total not to exceed **\$29,711.40**; further be it

RESOLVED, That the IPA will be financed through BOCES which will require the District to be obligated for the entire contractual amount immediately, regardless of the length of financing to be financed through the Erie 1 BOCES for a term of five years which financing is hereby approved; and further be it

RESOLVED, That the terms and conditions of the Contract are subject to any requirements of the Superintendent and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Bureau of School District Organization

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

Date: November 19, 2015
BEDS Code: 124869

SCHOOL YEARS: 2015-2020

The Board of Education of the **Niagara Falls City School District** desires to enter into a five (5) year contract with the Erie 1 BOCES in order for the Western New York Regional Information Center to furnish certain computer services listed on project number **MPN# 406-09-16C** to the District pursuant to Education Law 1950 (4) (JJ) and both parties are in agreement on the following:

1. Computer services to be rendered through Erie 1 BOCES will require the purchase of hardware by Erie 1 BOCES.
2. Erie 1 BOCES will finance this service agreement through an installment purchase agreement (IPA) to fund the purchase of equipment and software necessary to deliver the computer services. The IPA will require Erie 1 BOCES to adhere to a sixty (60) month payment schedule of approximately **\$495.19** per month for a total not to exceed **\$29,711.40**.
3. The **Niagara Falls City School District** hereby agrees to pay a total IPA cost not to exceed **\$29,711.40** to the Erie 1 BOCES. The district further acknowledges its responsibility to make each and every one of the sixty (60) payments of **\$495.19** under the terms of the IPA to Erie 1 BOCES to cover principal and interest.

6.05 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER SERVER HARDWARE SERVICES (cont'd.)

4. The **Niagara Falls City School District** shall have all rights and remedies in law and equity for damages and/or enforcement of the IPA resulting from the failure of the Vendor to comply with the terms and conditions of the IPA and/or failure of the product to perform as represented by the Vendor and/or enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**. Notwithstanding the existence or exercise of such rights by the **Niagara Falls City School District**, it shall remain obligated to pay the total IPA cost not to exceed **\$29,711.40** to Erie 1 BOCES.
5. Erie 1 BOCES shall include the following statement in all purchase orders issued by it for items purchased pursuant to this IPA:
 “The **Niagara Falls City School District** shall have, to the same extent as such rights are possessed by Erie 1 BOCES, all rights and remedies against the vendor for failure of the product to perform as represented by the Vendor and/or for the enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**.”
6. In the event that **Niagara Falls City School District** desires to prepay the outstanding balance prior to the completion of the term of this agreement, any applicable penalties and/or interest charges accruing to Erie 1 BOCES under the terms of the IPA will also be a liability to the School District.
7. In the event that the School District terminates the service, or returns the equipment prior to the completion of the term of the agreement, all unpaid balances, including but not limited to applicable principal, interest and penalties shall be paid to Erie 1 BOCES. Interest and unpaid principal will be paid within 30 days of written notification to the district by Erie 1 BOCES.
8. The hardware and software acquired under terms of the IPA are the property of Erie 1 BOCES. Upon final payment of the IPA, the District shall, at no additional cost, have continued use of the equipment for as long as the District subscribes to the service, through the Western New York Regional Information Center. At the conclusion of the service, or if the equipment is being replaced, but no sooner than five years from the date of original purchase by Erie 1 BOCES through the IPA, the district may purchase the equipment from Erie 1 BOCES at fair market value in accordance with board policy
9. It is further agreed that the district will pay all Erie 1 BOCES invoices in full and within 30 days of the invoice date. Appropriate credits and/or charges for any given billing period will be applied to the subsequent month's invoice.

In witness whereof, the parties have set their hands the day and year written.

For: Erie 1 BOCES

For: **Niagara Falls City School District**

Signature of President or BOCES Clerk

Signature of President or District Clerk

Date

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.06 APPROVAL OF MODIFICATION AGREEMENT MODIFYING THE LAND DISPOSITION AGREEMENT FOR SALE OF FORMER SOUTH JUNIOR HIGH SCHOOL DATED THE 17TH DAY OF OCTOBER 2013

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, the City School District of the City of Niagara Falls, (“Seller”) and CB-Emmanuel Realty, LLC (“Purchaser”) entered into a Land Disposition Agreement dated the 17th day of October 2013 (“LDA”) wherein Seller agreed to sell to Purchaser property commonly known as the former South Junior High School Building and Site (“Building”) and Purchaser agreed to purchase the Building and to renovate it for mixed use as housing, offices and other commercial uses; and

WHEREAS, the LDA is to be assigned to the Assignee concurrently with the Closing and Transfer of the Building; and

WHEREAS, the Assignee assumes all rights and obligations under the LDA including but not limited to renovating the Building as provided in the LDA; and

WHEREAS, the Purchaser, the Assignee and their Lender(s) have requested certain modifications of the LDA and various Acknowledgements that certain of the conditions contained therein have been satisfied as of the Closing; and

WHEREAS, the Purchaser and the Assignee have furnished the District copies of Guarantees of the Principals guaranteeing the completion of the improvements, the executed copies of which will be furnished at Closing together with such other documents required to be furnished by the provisions of the Modification Agreement; now therefore be it

RESOLVED, that the Board hereby approves the Modification Agreement modifying the Land Disposition Agreement by and between the City School District of the City of Niagara Falls, and CB-Emmanuel Realty LLC dated the 17th day of October 2013, attached hereto; and further

RESOLVED, that the Modification Agreement is subject to such further additions and modifications as may be incurred by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, that the President of the Board of Education be and he hereby is authorized to execute the Modification Agreement attached and any and all documents referred therein, and in the LDA, that are required and necessary to accommodate Closing and Transfer of the South Junior Building and Site; and

RESOLVED, that the District Clerk be and she is directed to obtain the signature of the President of the Board on the Modification Agreement and all documents authorized to be executed by the President by this Resolution to accommodate Closing and Transfer of the South Junior Building and Site.

6.06 APPROVAL OF MODIFICATION AGREEMENT MODIFYING THE LAND DISPOSITION AGREEMENT FOR SALE OF FORMER SOUTH JUNIOR HIGH SCHOOL DATED THE 17TH DAY OF OCTOBER 2013 (cont'd.)

MODIFICATION AGREEMENT

This Modification Agreement made by and among the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304 ("Seller") and CB-EMMANUEL REALTY, LLC ("Purchaser" or "Assignor"), NC LOFTS HOUSING DEVELOPMENT FUND CORPORATION ("HDFC") and NIAGARA CITY LOFTS LLC ("LLC" and together with HDFC, the "Assignee"), Purchaser and Assignee having an address at 221-10 Jamaica Avenue, Third Floor, Queens Village, New York 11428.

WHEREAS, the Seller and Purchaser entered into a Land Disposition Agreement dated the 17th day of October 2013 ("LDA") wherein Seller agreed to sell to Purchaser property commonly known as the former South Junior High School Building ("Building") and Site located at 561 Portage Road, Niagara Falls, New York (together with the Building, the "Property" as further described in Exhibit A, attached hereto) and Purchaser agreed to purchase the Property and to renovate the Building for mixed use as housing, offices and/or other commercial uses; and

WHEREAS, Seller, Purchaser and Assignee have or will enter into an Assignment and Assumption of Land Disposition Agreement ("Assignment Agreement") on or before the date of closing of the transfer of the Property under the LDA (the "Closing Date"), under which all of the right, title and interest of Purchaser in the LDA will be assigned to and assumed by Assignee; and

WHEREAS, under the Assignment Agreement, the Assignee assumes all rights and obligations of Purchaser under the LDA including but not limited to renovating the Building as provided in the LDA; and

WHEREAS, HDFC intends to acquire a fee interest in the Property on the Closing Date, solely as a nominee of, and on behalf of the LLC; and

WHEREAS, HDFC will convey all of the equitable and beneficial ownership interest in the Property to the LLC and remain the legal or record titleholder of the Property on behalf of the LLC pursuant to a Declaration of Interest and Nominee Agreement between HDFC and LLC dated the Closing Date ("Nominee Agreement"); and

WHEREAS, the Purchaser, the Assignee, their lender(s) and/or investors have requested certain modifications of the LDA and acknowledgements that certain of the conditions and requirements contained therein have been satisfied as of the Closing Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, Purchaser and Assignee agree as follows:

1. Seller agrees and certifies that the Fence Lease referred to and defined in Paragraph 9(d) of the LDA, terminated December 31, 2013 and that all amounts due under the Fence Lease to be paid by the Seller, have been fully paid.

2. Seller agrees and certifies that all of the roof repair and weatherization work and proof of payment required by Purchaser as provided in Paragraph 9(c) of the LDA was completed by the Purchaser and neither Seller nor Purchaser (or their assigns) has any further claim as against the other for completion of such repair. Seller acknowledges and agrees that its right to terminate the LDA pursuant to Section 9(c) is expired.

6.06 APPROVAL OF MODIFICATION AGREEMENT MODIFYING THE LAND DISPOSITION AGREEMENT FOR SALE OF FORMER SOUTH JUNIOR HIGH SCHOOL DATED THE 17TH DAY OF OCTOBER 2013 (cont'd.)

3. Seller acknowledges that at a Special Election held on December 4, 2013, the sale of the Property to Purchaser was approved by a majority vote of the residents who voted, and further agrees to provide to Purchaser and Assignee, prior to the Closing Date, a certified copy of the Resolution of the Board of Education for the School District of the City of Niagara Falls certifying the vote.

4. Seller agrees that upon Purchaser and/or Assignee delivering to Seller:

(i) Evidence that financing for the renovation of the Building for use as a 61-unit mixed-use multifamily apartment complex with commercial space and parking, to be known as Niagara City Lofts (the "Project"), has been secured by Purchaser and/or Assignee, which financing shall consist of (A) approximately [\$15,232,252] in equity financing from RBC Tax Credit Equity, LLC or its affiliate, (B) a construction loan from KeyBank National Association in the amount of approximately \$12,000,000 and (C) a Restore NY grant in the amount of approximately \$5,000,000 that is being loaned to the LLC by the City of Niagara Falls;

(ii) Evidence that a construction contract has been executed by Assignor and/or Assignee, and a general contractor for the construction and completion of the Project; and

(iii) Evidence of issuance of a Building Permit for the improvements to be made pursuant to the Project, all reasonably acceptable to Seller, Seller shall promptly, and prior to the Closing Date:

(a) Provide written certification to Purchaser, Assignee, its lenders and investors that the requirement for Purchaser (or its assigns) to secure financing pursuant to Paragraph 9(b) of the LDA has been satisfied in its entirety; it being understood and agreed that such financing requirement shall be deemed satisfied in its entirety upon Seller's receipt of the evidence described in Section 4(i) above in a form that is reasonably acceptable to Seller (the "Financing Evidence");

(b) Provide written certification to Purchaser, Assignee, its lenders and investors that all conditions set forth in Paragraph 14 of the LDA, including without limitation, the requirement for Purchaser to secure sufficient financing to complete the Project and to receive a reservation of housing tax credits from the New York State Division of Housing and Community Renewal ("DHCR"), have been satisfied in their entirety; it being understood and agreed that such financing conditions shall be deemed satisfied in their entirety upon Seller's receipt of the Financing Evidence;

(c) Provide a written waiver to Purchaser, Assignee, its lenders and investors, effective upon the Closing Date, waiving Seller's right to terminate the LDA under Paragraph 17(i) of the LDA (based on a determination by Seller that any action of the Purchaser (or its assigns), prior to delivery of the Deed (as defined in the LDA) and transfer of the Property to Purchaser (or its assigns), related to the Building being placed on any Register of Historic Sites and/or designated a Historic Site and adversely affecting Seller's ability to demolish the Building); and

(d) Provide a written release to Purchaser, Assignee and their successors and assigns, releasing Purchaser, Assignee and their successors and assigns from any and all obligations under the LDA to demolish the Building.

6.06 APPROVAL OF MODIFICATION AGREEMENT MODIFYING THE LAND DISPOSITION AGREEMENT FOR SALE OF FORMER SOUTH JUNIOR HIGH SCHOOL DATED THE 17TH DAY OF OCTOBER 2013 (cont'd.)

5. Upon Seller's receipt of the evidence described in Sections 4(i), (ii) and (iii) above in a form that is reasonably acceptable to Seller, Paragraphs 4 and 19 of the LDA, including without limitation Seller's right to demolish the Building, shall be of no further force and effect and shall automatically be deleted in their entirety.

6. Provided Seller receives all of the evidence described in Sections 4(i), (ii) and (iii) above in a form that is reasonably acceptable to Seller, all of Seller's rights under the LDA, including without limitation Seller's consent rights under Section 22 of the LDA, shall terminate as of the Closing Date.

7. Paragraphs 14 and 17 of the LDA are hereby amended such that all instances of "June 30, 2015" are deleted and replaced with "December 1, 2015 or such later date that the closing is permitted by DHCR".

8. Paragraph 23 of the LDA is hereby deleted in its entirety and replaced with the following new Paragraph 23: "23. CLOSING. The transfer of the South Junior Building and Site shall occur on December 1, 2015 or such later date that the closing is permitted by DHCR. Time is of the essence as to the closing date."

9. The parties agree for themselves and their successor and assigns, that this Modification Agreement shall become effective upon the recording of the Deed and that the LDA and this Modification Agreement shall be recorded simultaneously with the recording of the Deed transferring the Property from Seller to the HDFC, and to execute all documents that may be required to record the LDA and this Modification Agreement.

10. All other terms and conditions of the LDA not herein deleted, changed or modified, shall remain in full force and effect.

Dated: _____, 2015

**CITY SCHOOL DISTRICT OF THE CITY CB-EMMANUEL REALTY, LLC
OF NIAGARA FALLS**

By _____
Nicholas Vilardo President

By _____
Benathan Upshaw, Authorized Person

**NC LOFTS HOUSING DEVELOPMENT
FUND CORPORATION**

By _____
Benathan Upshaw, Authorized Person

NIAGARA CITY LOFTS LLC
By: Niagara City Lofts MM LLC, its managing member

By: CB NCL LLC, its managing member

By: CB-Emmanuel Realty, LLC, its Sole Member

By: _____
Name: Benathan Upshaw
Title: Authorized Person

6.06 APPROVAL OF MODIFICATION AGREEMENT MODIFYING THE LAND DISPOSITION AGREEMENT FOR SALE OF FORMER SOUTH JUNIOR HIGH SCHOOL DATED THE 17TH DAY OF OCTOBER 2013 (cont'd.)

STATE OF NEW YORK)
 : SS.
COUNTY OF NIAGARA)

On the ____ day of _____, in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared **Nicholas Vilardo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the ____ day of _____, in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared **Benathan Upshaw**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument in various capacities and acknowledged to me that he executed the same in his various capacities and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A
Legal Description of Property

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

BOARD MEMBER ARRIVES

Mr. Petrozzi arrived at the meeting at 7:40 p.m.

OTHER BUSINESS

The Report of Examination (Fuel Accountability) for the City School District of the City of Niagara Falls, New York, for the period July 1, 2013, through May 22, 2015, that was prepared by the Office of the State Comptroller was received and accepted by the Board of Education. There were no objections.

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS

State of the District Address

Cynthia Bianco, Superintendent
November 19, 2015



On June 24, 2010, I addressed the Board of Education by making reference to my appointment as Superintendent of Schools a year earlier. At the time of my appointment, I stated to you that I had three goals for myself and the District for the next several years...all aimed at increasing student achievement...whatever it might take. I pledged to you to do all that I could to make the operations, programs, services, and personnel of this District **accountable, efficient and transparent** through collaborative planning and decision-making. Obviously, the rationale behind the pledge was the thought that the more efficient the school system was in addressing its systems and operations, the more time, energy, and finances would be available for the Board and staff to concentrate on helping the District meet its primary mission: the education of children. In my State of the District Address **this** evening, based upon the goals set forth several years ago, I can assure that the state of the District continues to be **good and improving...and challenging**.

As noted in previous State of the District Addresses, the more myself and my staff seek to be efficient, transparent, and accountable, the more discomfort there may be throughout the various departments and personnel in our sizeable school system. Our challenge continues to be the reshaping of **what we do and how we do it**. **Fluidity and adaptation** continue to be necessary assets that each of us must possess in order to meet the challenges of ever-changing SED regulations, more unfunded mandates, state and federal initiatives, and the expectations of our constituents, that are continually placed before us. Our job as Board members and staff is neither easy nor simple. I am extremely proud, however, to list for you this evening **some** of what we have been able to accomplish this past school year, working together, on our shared mission.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

Before I begin iterating what we have managed to accomplish, as well as to comment on our current and future challenges, I would like to acknowledge and publicly thank a few people.

First, I would like to thank **you**, the Board of Education, for never losing sight of your main responsibilities...the education of the District's children, and your fiduciary obligation to the taxpayers of the community. **Continuous improvement doesn't just happen**; it happens when there is a **disciplined process in place** that sets clear goals, identifies steps to be taken, and measures results. The Board has developed a clear plan, created by its vision and mission, which raises expectations for our students and our staff. The District's Strategic Plan, which you have received an update on both this evening and at an earlier meeting, is our roadmap that will drive the organization in the right direction; to achieve student achievement, promote collaboration with all stakeholders, and ultimately, prepare children to be college and career ready upon commencement. For all of your support, vision, and effort, I would like to express to you my personal appreciation for **ALWAYS** putting children first. To each of you, I say thank you on behalf of the students, staff, parents, and taxpayers of this school district.

Secondly, I thank **ALL** staff...administrative, certificated, and classified, who work hard each day to help carry out our goal of teaching and learning in safe and orderly environments. I especially appreciate those who understand that they don't **HAVE** to go to work each day; they **GET** to go to work each day. These staff members understand that their work is important, no matter what position they have in the District. These staff members clearly understand that our students are **why** they **get to go** to work each day. These staff members understand that their work **with** and **for** students enables them to have great salaries, enviable health benefits, vacations with their families, and decent lifestyles. Mostly, these staff members recognize working **with** and **for** children gives each and every one of them the opportunity to do **fulfilling** and **meaningful** work...helping children to learn in safe and orderly environments. To all of you, I say thank you on behalf of the myself, the Board, students, parents, and taxpayers of this school district.

Lastly, the accomplishments that I will list for you this evening could not possibly have been accomplished without the leadership and skills of all of the members of CSG, comprised of department managers and teachers on special assignment, who meet weekly in a collaborative fashion to share information and develop strategies to move our District forward. A **special** group of District leaders I want to thank is my Cabinet members: Mark, Maria, and Joe. They are **untiring, committed, and talented**. **Whatever** the task or challenge, **to a person**, they always find a way to get it done through their **dedication, hard work**, and because of the **regard** they hold in serving the children of this District.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

Mark, Maria, Joe...you truly are special people. I thank you for bringing your positive attitude to work each day. Projects become easier to execute, changes become easier to implement, and problems become easier to solve. To **each** of you, I say thank you on behalf of myself, the Board, students, parents, staff, and taxpayers of this school district.

Here are just **some** of what you and staff have been able to accomplish during the 2014 – 2015 school year:

- Implementation completed for 1:1 Classroom computing in all schools of the District
- Completed implementation of wireless technology in all District buildings
- Completion of STEM classrooms in all schools which have the capability of Virtual Field Trips, among other features; all District schools had functioning STEM classrooms/laboratories by mid-year
- Updated Security Cameras and Security Recording Devices
- Finalized District Disaster Recovery Plan
- Completed 6,949 Help Desk requests for Information Services and Audio Visual Services
- Revamped the Mail/Courier process
- Created Primary Literacy Curriculum Review Committee
- Continued to implement Common Core curriculum, using SED Modules in ELA and Math, as well as other units of instruction at all levels
- Continued professional development, training, and support at all levels
- Awarded a two-year Math-Science Partnership Grant to provide coaches and teaching staff with additional training and resources
- Created 26 curriculum committees this summer that worked to realign or create new curriculum for ELA, Math, STEM and technology at all levels
- Ongoing alignment to the New York Social Studies Framework began
- Implemented a newly-negotiated APPR plan
- Completed an internal review of processes and procedures of all major departments and created procedures manuals for each
- Successful completed negotiation of **five** collective bargaining agreements in place for the next four years
- Reorganized District Records Department
- Further improved the District central registration process
- Completed the \$66.7 million Capital Projects: Inventing Tomorrow: on time and on budget
- Conducted an Active Shooter Drill
- Created an on-line computerized facility use program in October
- Graduated 21 Early College High School scholars
- Created a primary Autism class

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

- Created a Delayed Start Plan
- Provided access for principals to WNYRIC Data Warehouse reports for the purpose of using data and sharing academic information with coaches and teachers
- Through use of assessment data (local, NWEA, AIMSweb), created reports for teachers and administrators that chart student progress and also identify areas of strength and need
- Individual teachers trained in writing SLOs
- Development of curriculum embedded performance-based assessments in elementary music and art, as well as in grade 8 LOTE
- Facilitated NWEA teacher training for grades K-6, allowing one-on-one computing within the classroom by the teacher
- 1,000 dads participated in Dads Take Your Child To School Day, up from 800 the previous year
- Contracted with the Freedom Riders to present at the Martin Luther King, Jr. Day Celebration
- Principal for a Day held at five elementary schools
- Awarded a District of Distinction Award from District Administrator magazine
- Developed Welcome to Kindergarten and Welcome to UPK books for new families
- Redesigned the District calendar guide
- Began planning and implementation of the Smart Schools Bond Act
- Upgraded Life Safety Systems, District wide
- Acquired new cleaning equipment (Zamboni and KVIC machines) and lease of two maintenance vehicles
- Equipment, safety and product training conducted for all maintenance and cleaning staff to include: training on all new equipment and products. and training on aerial lift
- Conducted staff development to include Boiler Room Licensing, Right to Know and asbestos training
- Received an Unqualified rating for our external audit report
- All District excess properties have been sold

There is so much more that can be added to this list, yet there is so much more to do. The years ahead will be **challenging years**...but please know that you have in place the staff and strategies to meet these challenges **head on**.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

As you have heard this evening, our financial processes and procedures are in good order and the District's audit is designated as "unqualified" ...and has been so designated for at least the last eight years. All other audits: internal, OSC, internal claims...all show what progress the District has made in keeping financially whole, and all is in order in this multi-million dollar organization. The maintenance of modest reserve funds is another sign of fiscal responsibility. The settlement of five of the District's negotiated contracts with its employees for the next four years **prior** to the conclusion of existing contracts is a major accomplishment. All of these achievements show efficiency, accountability, and transparency...but all of this does not mean that we are adequately or appropriately financed by the State, for indeed we are not, or that our future budgets will be able to meet our rising expenses. One of the **challenges** we will continue to face is seeking to increase the funds that are sent to the District from the State. Litigation against the State regarding increased aid, approaches to our legislators, and the pursuit of increased grant funding will need to be **continued** and **enhanced**. Also, continued strategies will need to be developed to address the rising costs of current and past employee health benefits.

Our technology is second to none. Aggressive and continuous implementation of our technology plan, along with creative financing and a clear vision of where we should be technologically, have enabled our staff and students to have world class technology within their work environments and classrooms. As I have stated before, state of the art technology provides **equity** to our children in an otherwise poor community. A wealth of technology helps level the playing field our children face with their peers from more affluent districts and communities. All of these achievements show efficiency, accountability, and transparency. One of the **challenges**, we will continue to face, however, is keeping financially at pace with the ever-changing technology advances that are sure to come. Our Smart Schools Bond Act plan will be a first step to start to address this challenge.

The District prides itself on its attempts to develop strong, mutually beneficial, deep partnerships with the community. The continual passage of our General Fund Budget by our constituents, the passage of a Capital Projects Referendum by a super majority, the number of Adopt a School Partners with the District, our relationships with the community's various business associations and business leaders, the District-wide Parent Committee, our articulation agreements with higher education institutions, and so many more relationships, indicate to me that these stakeholders who involved themselves in our District do so, in part, because they see that we are efficient, transparent, and accountable in all that we do. Our **challenge** for the future is to continue to analyze and increase our partnerships by building even stronger relationships with students, families, businesses, and the community to increase trust and share responsibility for the college and career-readiness of all of our students.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

As we know, **all** stakeholders in the community and in our schools, must work together to achieve our main mission of increased student achievement. Each stakeholder group must feel empowered to take action, offer insight, work with others, and see value in their role to help improve achievement. A leader alone cannot accomplish school improvement without the assistance of others. The following stakeholder groups were established to work together and empower others to take action towards student achievement: quarterly labor/management meetings held with each of the District's six bargaining units, APPR has been and continues to be collaboratively negotiated between the District and NFT, the creation and functioning of School Quality Councils, Inquiry Teams, Pupil Service Teams, School Leadership Teams, curriculum and assessment committees, and School/Maintenance teams, to name a few. All function with efficiency, accountability, and transparency. Our **challenge** is to further our efforts so that all members of the organization feel that they are part of a collaborative group of colleagues wherein their opinions are sought and valued, and each person feels empowered to enhance the goals of the Board of Education, and **trusts** that all matters can be addressed in a professional manner due to the positive relationships that exists between and among all members.

As has been indicated over and over again in this address, and as you have heard me state nearly every time we meet, our major systemic and personal responsibility as staff and Board Members is to assure that teaching and learning takes place, and that all students grow academically. Much has happened in our educational world over the last few years. Public education and the efficacy of its attempts to increase student achievement are under intense scrutiny and criticism. As the State Education Department and the Board of Regents tries to define who they are and what they want, we have thousands of children who need to be educated and hundreds of staff members who deserve more than a fire, ready, aim approach from these two governing entities. As said before, I will not sit back and wait for the SED and Regents to get their acts together. I will not allow the children who pass through our school system, or staff who work in our District, to become part of the bureaucratic paralysis and uncertainty that these governing bodies face. Our children **are** showing academic growth **despite** the low assessment results that are part of the State's reporting formula, for example: a greater percentage of our students are graduating with Regents and advanced Regents designations, a greater percentage of our students are enrolled in and are attempting to pass more AP courses than ever before, a larger number of our students are graduating with college credits, our adaptive assessments measuring academic growth in reading and math indicate that more students are closing the achievement gap when compared to national norms...all this despite low performance scores. Our single and greatest **challenge** is to continue to seek **strategies** and **techniques** that will increase children's learning and academic outcomes, despite the uncertain direction

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



State of the District Address

Cynthia Bianco, Superintendent

November 19, 2015

of the SED and the Regents. It is unacceptable to me, and I'm sure to every teacher in the District, that on average, only 15% of our children score at or above proficiency on the raised Standards in ELA and in math. We can ask ourselves ad nauseum...will the bar be lowered; will Common Core go away; will there be fewer tests; will teacher evaluations continued to be tied to test results? I don't have the answers to these questions. What I **do** know is that it is our **obligation** and **duty** to make sure our children are prepared to successfully take their place in our community and world. We have been **transparent** in our attempts to solve this dilemma; we have been **efficient** in seeking programs, services, and staff development to help improve teaching pedagogy and increase student learning; and, we have been **accountable** to our children and their families by recognizing our responsibilities. Mark, Rick, Marcia and Dave, among others, are in the schools **every day** assisting and assuring that teachers and administrators alike are implementing with fidelity the programs and services that you have adopted to reach our goal of increased achievement in safe and orderly environments. The challenge of continuous improvement is certainly worth all of our efforts.

In closing, I say to you that the District continues to be headed in the right direction. I hope that while we recognize that the past school year was both rewarding and challenging, we commit to our work **this year** with renewed vigor and dedication.

Many years ago, Ron Edmonds, one of the noted pioneers in the Effective Schools Movement, said, "We **can**, whenever and wherever **we choose**, successfully teach **all** children whose schooling is of interest to us. We already know more than we need in order to do that. Whether we do it or not will finally come to depend on how we feel about the fact that we haven't done it so far." **This** is our challenge! I call upon each person in our District to pledge to **choose** to successfully **reach** and **teach all** of our children...whatever it takes!

We **are** a can do school district...and that's not just rhetoric. You have just heard all that we have accomplished so far in spite of seemingly overwhelming odds. I urge **all** staff members, **every** student, and **each** Board Member to internalize and remember the words of Robert F. Kennedy when he said, "If not us, than who? If not now, then when?" I invite everyone to continue with me on this most important journey to excellence.

Thank you and God bless.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
November 19, 2015

Congratulations to the Niagara Falls High School Football Wolverines, who were awarded the Team Sportsmanship Award by the Section 6 Football Federation AA North Division. This is the seventh time in nine years the Wolverines have been so honored. They are coached by Mr. Don Bass.

A STEM Career Fair will be held tomorrow at Niagara Street School for grades five and six. Everyone is encouraged to stop by any time to hear students speaking with representatives from STEM-based businesses.

Congratulations to our District Champions, whom we honored yesterday, and thanks to Mrs. Glaser for putting the event together.

Saturday is the Literacy, Math, and Technology Fair. It takes place from 11 a.m. to 2 p.m. Please try to stop in.

Happy Thanksgiving to our Board, staff, and students.

Other Reports

Mr. Laurie reported the following:

Farm to Table Planning Grant – The District was awarded \$45,000 for the next 18 months for the integration of locally sourced produce into the lunch program, marketing healthy food choice options, and education of students. Only six districts in New York State received this grant. We are qualified to go for the full grant next year.

Three-Year Old Pre-K “Ages for Stages” – Starting February 1, 2016, the District will offer a Pre-K program for three-year old children living in the City. Applications for the program will be available Saturday at the Literacy, Math, and Technology Fair, and later will be placed in doctors’ offices and other locations. High-need children, as determined by their free and reduced lunch application, will be placed first. There will be two classes created, 9:30 a.m. to 2:30 p.m. daily, and the program will run for 90 days. The District is working with Niagara University on the curriculum. The District plans to expand the program next year by adding two more classes.

Bak Visit – The Bak company is a start- up manufacturer of tablet PC’s made in America, designed specifically to the specification of the user (school district), at an affordable cost. The tablets would be similar to the Lenovo, but at half the cost. The company is going to provide the District with 30 tablets to pilot. Ms. Sprague explained why she was pleased with the company and stated that it is a very responsive company, adapted to needs quickly, and the product is good. When the schools in Haiti were destroyed, Bak provided them with a supply of tablets at no cost.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
November 19, 2015

Athletic Council – The Council met Tuesday and thirty (30) applications were received for the Hall of Fame and they are being reviewed. Alumni selected include the following:

1989 Regina Austin (basketball, softball, soccer)
1974 Willie Moore (wrestling)
1969 Charles Augustino (football, baseball, basketball)
1994-96 LaSalle State and Federation Basketball Team

The induction ceremony is scheduled for Friday, January 29, 2016, at the boys' basketball game; more details on the ceremony will be forthcoming.

COMMENTS BY BOARD MEMBERS

Board members wished everyone a Happy Thanksgiving.

Board members congratulated and complimented the Superintendent and her staff on the District's successes and how "All" working together accomplished so much. Other districts are aware of the great work that goes on in Niagara Falls. They thanked her for her excellent leadership.

Board members expressed their excitement for the new three-year Pre-K program.

Mrs. Rotella and Mr. Vilardo shared their experiences at the Breakfast of Champions. It was well attended and exciting. Congratulations to all the recipients. Board members concurred. They also got a chance to see the STEM lab and watch the program in action at NFHS. It was phenomenal and amazing. They were impressed with how the students and the teachers were engaged.

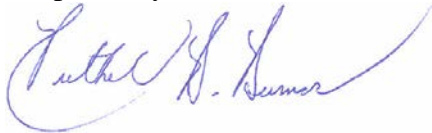
EXECUTIVE SESSION

At 8:15 p.m. Mr. Paretto motioned to convene in Executive Session to discuss Personnel Matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation, and matters pertaining to litigation. Rev. Dobbs seconded the motion. All were in favor; motion was carried unanimously.

**EXECUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES
AND ADJOURNS**

At 9:10 p.m. Mr. Cancemi motioned that Executive Session be adjourned and that the November 19, 2015 Regular Meeting be reconvened and adjourned; seconded by Mrs. Rotella. All were in favor; there were no objections, motion carried unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

DECEMBER 2015 MEETINGS - MINUTES

DATE: December 10, 2015

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room,
630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Rev. Dobbs, Mr. Jocoy (7 pm), Mr. Paretto,
Mr. Petrozzi, Mr. Restaino (6:15 pm), Mrs. Rotella, and
Mr. Vilardo,

MEMBERS ABSENT: Mr. Cancemi (excused)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- NYS Professional Standards and Practices Board (NYS-PSPB)
Update – *Mrs. Fortin-Nossavage*
- Journeys Implementation – *Mr. Carella/Primary Literacy Teachers*
- Grade Security – *Ms. Sprague*
- Smart Schools Investment Plan Report – *Ms. Sprague/Mr. Smeal*
- Agenda Review – December 17th Regular Meeting –
Mrs. Dumas/Ms. Massaro

EXECUTIVE SESSION

A motion for Executive Session was made at 7:10 p.m. by Mr. Restaino for the purpose of discussing personnel matters which may lead to the appointment/employment/promotion /assignment and transfer of a person, persons or corporation; matters pertaining to the proposed sale of real property; and current litigation. Mr. Barstys seconded the motion.

All were in favor; motion carried unanimously by those present.

**EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES
AND ADJOURNS**

At 10:40 p.m., Executive Session adjourned and the December 10, 2015 Board Review Session was reconvened and adjourned upon the motion of Mr. Restaino; seconded by Mr. Paretto.

All were in favor; motion carried unanimously by those present.

The December 10, 2015, Board Review Session was adjourned at 10:40 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Patricia Felton, Note Taker - BRS

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

DECEMBER 2015 MEETINGS - MINUTES

DATE: December 17, 2015

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: Mr. Restaino (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Special Education: ASD Class – *Mr. Laurie*
- Teachable Moments – *Mrs. Bianco, Mr. Carella, Mrs. Glaser*
- Review of Agenda for December 17th – *Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

A motion for Executive Session was made at 6:55 p.m. by Mr. Barstys for the purpose of discussing the appointment/employment/promotion/assignment and transfer of a person, persons or corporation. Mr. Cancemi seconded the motion; all present were in favor.

EXECUTIVE SESSION ADJOURNED/ARS RECONVENES AND CONCLUDES

Executive Session concluded and ARS was reconvened at 7:25 p.m. on the motion made by Mr. Cancemi, seconded by Mr. Jocoy. All present were in favor.

REGULAR MEETING CALLED TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at 7:25 **p.m.** All Board members were present with the exception of Mr. Restaino.

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Cancemi moved for approval of the following minutes. Mr. Barstys seconded the motion.

October and November 2015 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #5

Mr. Cancemi moved for approval of the following resolution on Approval of Budget Transfer #5. Rev. Dobbs seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 398,388.32 among the following fund, function, object, and location codes:

General Fund:	\$ 392,682.05
Special Aid Fund:	\$ 5,706.27
Cafeteria Fund:	\$ 0.00

The motion was approved unanimously by those present.

BIDS

None

TREASURER'S REPORT

The Treasurer's Reports for October 2015 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for December 2015 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

It was the consensus of the Board that a separate vote be held on Item #II of the Personnel Report for Certificated Staff.

Rev. Dobbs moved for approval of the following Personnel Report for Certificated Staff, Items #I, #III through #VII. Mr. Petrozzi seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Carol Rae	Teacher Grade 3 Niagara Street	22 years 10 months	January 15, 2016

II. REGULAR SUBSTITUTES (60-DAY CONVERSIONS) TO BE VOTED ON SEPERATELY

III. TENURE APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Philip Mohr, Jr. <u>R</u>	Teacher Special Education Abate (.5) 79 th Street (.5)	Special Education	January 3, 2016
Carrie Murray <u>R</u>	Teacher Grade 1 Cataract	Elementary	January 2, 2016
Rachelle Showers <u>R</u>	Teaching Assistant Kalfas	Teaching Assistant	December 20, 2015

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Jackie Vogt	Teacher Special Education Abate	Medical (without pay)	November 12, 2015 – November 24, 2015

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE B/TRC PRESENTATIONS

1. TRC PRESENTATIONS – NUMBER TALKS – NTE 9 HOURS EACH @ \$50.00/HR – DEC. 2015 – FEB. 2016 – F2070.131.007.8116

Janine Bellonte	Colleen Caprio	Carrie Cino	Sara Strangio
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2. TRC WORKSHOPS – NTE 3 HOURS EACH @ \$50.00/HR – JULY 2015 – AUGUST 2015 – F2070.131.007.8116

<u>COLLABORATION & CO-TEACHING</u> <u>STRATEGIES FOR ELLs</u>	<u>PROJECT LEARNING STRATEGIES</u>
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Joanna Antonacci	Julie McIntyre
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3. AIS TUTORING – NFHS – NTE 12 HOURS EACH – DECEMBER – JANUARY 2016

Erin Schwenkebeck	Karl Wagner
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4. FAMILY FIRST FEAST – PREP FOR NYS ELA AND MATH ASSESSMENTS – ABATE – NTE 3 HOURS EACH – JANUARY 7, 2016

Mary Jo Edwards	Patricia Hennegan	Angela Manella	Kristen Martell
Donna Nadrowski	Sara Strangio	Bridget Wagner	

5. GRADES K-2 PRIMARY REPORT CARD REVISION COMMITTEE – NTE 12 HOURS EACH – 2015-16 SCHOOL YEAR

<u>KINDERGARTEN</u>	<u>GRADE 1</u>	<u>GRADE 2</u>
Courtney Butera	Maria D'Antonoli	Maria Ehde
Nancy Porto	Marie Ponzi	Mary Alice O'Donnell
	Melissa Ranieri	Lynn Pasek

6. ADULT EDUCATION – COMMUNITY RECREATION WELLNESS CENTER – NFHS – NTE 75 HOURS

Susan Ross

7. PARENT INFORMATION NIGHT – KALFAS – F2103.177.059.0116

Sheryl Barksdale	Linda Johnson	Mary Pogel
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE B/TRC PRESENTATIONS (Continued)

8. NIAGARA STREET ELEMENTARY ELA AFTER-SCHOOL PROGRAM – NTE 26 HOURS EACH – DEC. 2015 – MARCH 2016

Stefany Critelli	Nicole Dobbs	Elizabeth Franciosa	Jessica Fronczak
Michael Montanaro			

VI. SCHEDULE C

WINTER SUPPORT STAFF APPOINTMENTS – 2015-2016 SCHOOL YEAR – \$50.69 PER DAY – NTE 30 EVENTS – A2855.141.098

Mark Edwards

VII. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016 – (REVISIONS)

1. CATARACT – A2850.142.057

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
RESCIND	Elizabeth Canada	0.50	Engineer's Club	\$273.50
RESCIND	Theresa Gutierrez	0.50	Engineer's Club	\$273.50
ADD	Diane Pati	0.50	Engineer's Club	\$273.50
ADD	Lisatta Reid	0.50	Engineer's Club	\$273.50

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

* 2. KALFAS – A2850.142.059

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Melissa Doescher	1.0	Homework Club	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

Rev. Dobbs moved for approval of Items #II of the Personnel Report for Certificated Staff. Mr. Petrozzi seconded the motion.

II.	REGULAR SUBSTITUTES (60-DAY CONVERSIONS)			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Ashley Beahen <u>R</u>	Teacher Grade 2 Abate (Gail Clarke)	\$48,125 Step 2-40M A2103.149.097	September 15, 2015 - until teacher returns (Converted on 12/11/15)
	Ashley Biro <u>R</u>	Teaching Assistant Niagara Street (Joseph Ceretto)	\$31,239 A2103.149.097	September 21, 2015 – until TA returns (Converted on 12/17/15)
	Fredia Hart-Cowart <u>R</u>	Teacher English NFHS (Christine Barstys)	\$47,731 Step 1-40M A2103.149.097	September 2, 2015 – until teacher returns (Converted on 12/02/15)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys,

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #VII.
Mr. Petrozzi seconded the motion.

I.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Terry Stonebraker <u>R</u>	Food Service Helper 3 Hours LPS	\$13.57/hr. Step 1 C2080.167.050	November 30, 2015 (probationary period ends May 29, 2016)
II.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Maria McKean <u>R</u>	Cleaner 7 Hours District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	December 14, 2015 – January 31, 2016
	Tammy Perry <u>R</u>	Assistant Cook GPS(Rosa Strangio)	\$16.41/hr. Step 2 C2080.167.049	Revised Dates: September 1, 2015 – December 22, 2015
	Kaylee Ulrich <u>R</u>	Cleaner 7 Hours District-Wide (Michele Joyal)	\$29,938 Step 1 A1623.167.016	November 9, 2015 – January 31, 2016
III.	<u>EXTENSION OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	January 1, 2016 – January 31, 2016
	Rick Dumas	Custodian Hyde Park (Daniel Travis)	\$47,205 Step 1 w/Longevity A1623.162.058	January 1, 2016 – January 31, 2016
	Shanika Jones	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$31,238 Step 1 w/Longevity A1623.167.056	January 1, 2016 – January 31, 2016
	Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	January 1, 2016 – January 31, 2016
	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	January 1, 2016 – January 31, 2016
	Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	January 1, 2016 – January 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. APPOINTMENTS FOR 2015-16 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Michelle Cutler R	Health Associate 6 Hours Abate (Temporarily serving as Health Assoc. 7 Hours @ NFHS)	\$14.63 Step 3 w/Longevity A2815.174.056	December 18, 2015

V. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Paul Granto	Groundskeeper Maintenance (probationary)	Groundskeeper Maintenance	December 28, 2015
Melissa Molly	Special Education Assoc. 5.5 Hrs. Cataract (probationary)	Special Education Assoc. 5.5 Hrs. Cataract	January 1, 2016
Lynda Palmer	Senior School Monitor 7 Hours 79 th Street (probationary)	Senior School Monitor 7 Hours 79 th Street	January 1, 2016
Patricia Williams	Asst. Child Care Associate 6 Hrs. NFHS (probationary)	Asst. Child Care Associate 6 Hrs. NFHS	January 1, 2016

VI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Tina Bailor	Special Ed. Associate 5.5 Hours 79 th Street	Personal (without pay)	November 9, 2015 – June 30, 2016
Ronald Beningo	School Safety Officer NFHS	FMLA (without pay)	11/18/15 (.5); 11/24/15 & 11/25/15 full days
Anne Marie Fowle	Physical Ed. Assoc. 6.5 Hours GPS	Medical (without pay)	November 17, 2015 (PM) – January 29, 2016
Donald Harris	Classroom Assoc. 5.5 Hours NSS	Medical (without pay)	Revised Dates: Sept 2, 2015 – Jan 29, 2016

VII. ADDITIONAL HOURS

A. BREAKFAST DUTY – HYDE PARK – NTE .25 HOUR PER DAY PER PERSON – 2015-2016 SCHOOL YEAR - A2020.178.058

Chantele Barber	Kim Dorato (Sub Only)	Jean Fortino	Dawn Veres
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PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. ADDITIONAL HOURS (continued)

B. PARENT INFORMATION NIGHT – KALFAS – NTE 2 HOURS – 2015-16 SCHOOL YEAR – F2103.177.059.0116

Shelia Lewis

C. PARENT INVOLVEMENT – MAPLE – NTE 6 HOURS EACH – 2015-16 SCHOOL YEAR – F2103.177.060.0116

Lynn Emmick

Debbie Maj

D. WELLNESS CENTER SUPPORT STAFF – COMMUNITY RECREATION AT NFHS – NTE 75 HOURS EACH @ 10.00/HOUR – JANUARY 2016 – MARCH 2016

Denise Claps

Leslie Ellis

Lynn Emmick

Gloria Mayes

William Mayes

Kelly Maynard

Tina Panepinto

Deborah Pucci

E. WELLNESS CENTER LIFE GUARDS – COMMUNITY RECREATION AT NFHS – NTE 75 HOURS EACH @ 12.00/HOUR – JANUARY 2016 – MARCH 2016

Joseph Lozina

John Weatherston

F. FAMILY FIRST FEAST – NYS ELA & MATH ASSESSMENTS – NTE HOURS BELOW – F2103.177.056.0116

NTE 4 HOURS

Constance Andreini

NTE 2 HOURS

Patricia Bruno

NTE 2 HOURS

Gloria Scalzo

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on October 27, 28, November 3, 6, 9, 10, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 30, December 1, 2, 3, 4, 7, 8, 9, 10, 2015 for the annual review of special education students and on October 23, 31, and November 9, 12, 13, 16, 18, 19, 20, 23, 25, and December 3, 4, 7, 8, 10 2015 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 12/17/15, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on October 20, November 18, 19, 24, December 1, 2, 3 and 9, 2015 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2015, 12/17/15, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Houghton Mifflin Harcourt 9205 South Park Center Loop Orlando, FL 32819	Professional Development	4 days – 6 hours per day	Richard Carella	Maria Massaro 12/14/15 Mark Laurrie 12/14/15
2.	Lulu Westbrook-Griffin 11751 Buffalo Street Wayland, NY 14572	MLK, Jr. Presentation	January 14, 2016	Mark Laurrie	Maria Massaro 12/14/15 Mark Laurrie 12/14/15

5. Unfinished Business

None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM FIDELIS CARE NEW YORK

Mr. Petrozzi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, Ms. Joanne Ruppel-Frawley of Fidelis Care New York has donated 55 Butterball Turkey gift vouchers to our District elementary schools to be distributed to families in need this holiday season; and

WHEREAS, Ms. Ruppel-Frawley is an active member of our District Health and Wellness Committee, and the contact that our School Nurses call when students are in need of health care insurance; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of 55 Butterball Turkey gift vouchers; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Fidelis Care New York, Ms. Joanne Ruppel-Frawley, Outreach Specialist, 480 CrossPoint Parkway, Getzville, NY 14068.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS COMPUTER SOLUTIONS, INC.

Mr. Petrozzi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

Mr. Cancemi asked if the computer company BAK had donated anything.

Mr. Laurrie responded that a meeting is scheduled to meet with BAK; no donation has been made as of yet.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Sirius Computer Solutions, Inc. has a Lenovo tablet, valued at \$200.00; and

WHEREAS, the donation is to be used for the 2015 Literacy, Math and Technology Fair of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Lenovo tablet valued at \$200.00; and

RESOLVED, That the donation be used for the District 2015 Literacy, Math and Technology Fair; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Sirius Computer Solutions, Inc., in care of Ms. Andrea Cellura, 700 Cross Keys Office Park, Suite 740, Fairport, NY 14450.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo

Nays: None

Carried

6.03 APPROVAL OF FILING OF PROPOSED DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (DECEMBER 18, 2015 – JANUARY 28, 2016)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The State of New York enacted the Smart School Bond Act to enhance educational technology and infrastructure to improve learning and opportunity for students throughout the State; and

WHEREAS, The Smart Schools Bond Act requires Boards of Educations within the State to adopt a draft investment proposal for public comment and public hearing; and

WHEREAS, A Committee appointed by the Superintendent reviewed and drafted the Smart Schools Investment Plan in accordance with the laws and regulations; and

6.03 APPROVAL OF FILING OF PROPOSED DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (DECEMBER 18, 2015 – JANUARY 28, 2016) (cont'd.)

WHEREAS, The Smart Schools Investment Plan, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, A public hearing on the proposed Smart Schools Investment Plan, is required for the participation of school personnel, parents and interested parties prior to its adoption; now, therefore, be it

RESOLVED, that the Board of Education receive the proposed Smart Schools Investment Plan, and be it further

RESOLVED, that the Smart Schools Investment Plan, be filed in the District Clerk's office for public comment on December 18, 2015, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **January 28, 2016** at **the Administration Building at 630 66th Street**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Smart Schools Investment Plan in the District Clerk's office as of Friday, December 18, 2015, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **January 28, 2016**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK NOTICE OF PUBLIC HEARING ON THE DISTRICT'S SMART SCHOOLS BOND ACT

NOTICE IS HEREBY GIVEN that a **Public Hearing** will be held on **Thursday, January 28, 2016**, beginning at **7:15 p.m.** at **Niagara Falls School District Central Administration Building, 630 66th Street**, Niagara Falls, New York, to provide school personnel, parents, students and other interested parties an opportunity to comment on the **Smart Schools Bond Act draft proposal** to be adopted by the District for the expenditure of the District allocation of funds.

TAKE FURTHER NOTICE that a Draft Copy of the Smart Schools Bond Act draft proposal developed in collaboration with students, teachers, administrators, parents, non-public schools and community members is on file for review in the **School District Clerk's office, 630 – 66th Street Central Administration Office, Niagara Falls, New York**. Plan can also be viewed on the District's website "www.nfschools.net."

Ruthel D. Dumas

Clerk of the Board of Education

City School District of the City of Niagara Falls, New York

Dated: Friday, December 18, 2015

Motion approved unanimously by those present.

6.04 ACCEPTANCE OF FUNDS FOR THE 2015-2016 SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL (ECHS) GRANT

Mrs. Rotella moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, This grant will promote college level coursework by Niagara Falls High School students who are considered “at-risk” for future college enrollment; and

WHEREAS, NFHS students will be dually enrolled at Niagara University and Niagara Falls High School; and

WHEREAS, Official notification of approval of the application and award in the amount of \$111,848 have been received; now therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Smart Scholars Early College High School (ECHS) Grant; and

RESOLVED, that the grant award of \$111,848 be credited to Revenue Account F3289.630.16 Grant; and

RESOLVED, that the money be expended in the following function/object codes:

Account Code	Description	Amount
F2103.138.007.6316	PROGRAM COORDINATOR	\$ 15,517
F2103.132.007.6316	SUMMER – PER DIEM	7,759
F2103.140.098.6316	PROFESSIONAL DEV SCHED B	8,200
F2103.149.098.6316	SUBSTITUTES	1,200
F2103.404.007.6316	CONSULTANT	53,000
F2103.540.007.6316	SUPPLIES	4,902
F2103.409.007.6316	TRAVEL	8,200
F2103.803.096.6316	FICA/MEDICARE	2,500
F2103.802.096.6316	CERT PENSION	4,620
F2103.807.096.6316	HEALTH INSURANCE	<u>5,950</u>
TOTAL		\$111,848

Revenue Code: F3289.630.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Smart Scholars Early College High School (ECHS) Grant
3. Funding Source: Bill and Melinda Gates Foundation and the New York State Education Department
4. Total Budget: \$111,848
5. Total Staff: .2

Major Objectives:

The purpose of promoting enrollment, attendance, and success in college level course work by High School students who are considered “at-risk” for future college enrollment.

6.04 ACCEPTANCE OF FUNDS FOR THE 2015-2016 SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL (ECHS) GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.05 ACCEPTANCE OF FUNDS FOR THE 2015-2016 STATEWIDE UNIVERSAL FULL-DAY PREKINDERGARTEN GRANT

Mrs. Rotella moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$288,972 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Statewide Universal Full-Day Prekindergarten Grant; and

RESOLVED, That the grant award of \$288,972 be credited to Revenue Account F3289.320.16 Statewide Universal Prekindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.149.007.3216	SUBSTITUTES	\$1,200
F2510.150.061.3216	PRE-K ADMINISTRATOR	\$28,779
F2510.164.007.3216	CLERICAL	\$14,176
F2510.404.007.3216	CONTRACTUAL	\$188,456
F2510.540.007.3216	SUPPLIES	\$32,800
F2510.800.096.3216	ERS	\$2,679
F2510.802.096.3216	TRS	\$4,236
F2510.803.096.3216	FICA/MEDICARE	\$3,378
F2510.807.096.3216	HEALTH	\$7,369
F2510.970.096.3216	INDIRECT COST 4.4%	\$5,899
		<hr/> \$288,972

Revenue Code: F3289.320.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Statewide Universal Full-Day Prekindergarten Grant
3. Funding Source: The State Education Department
4. Total Budget: \$288,972

6.05 ACCEPTANCE OF FUNDS FOR THE 2015-2016 STATEWIDE UNIVERSAL FULL-DAY PREKINDERGARTEN GRANT (cont'd.)

5. Total Staff: 0

6. Number of Clients Served: 40 students

7. Major Objectives:

All four-year olds will develop a positive self-concept and attitude toward learning and life. They will understand and respect social and cultural diversity, develop relationships of mutual trust and respect with adults and peers and demonstrate increasing independence.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.06 ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA TITLE II-A GRANT

Mrs. Rotella moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, ESEA Title II-A Grant funds the creation of instructional coaches that supports the development and training of teachers. It also supports professional development initiatives related to increased academic achievement for all students; and

WHEREAS, District staff has met and formulated a consolidated application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$706,657 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 ESEA Title II-A Grant; and

RESOLVED, That the grant award of \$706,657 be credited to Revenue Account F4289.430.16 ESEA Title II-A Grant; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2103.138.007.4316	TSA - ADMINISTRATION	\$64,368
F2103.138.045.4316	TSA - NFHS	\$95,052
F2103.138.049.4316	INST. COACH - TSA GPS	\$32,017
F2103.138.050.4316	INST. COACH - TSA LPS	\$32,017
F2103.138.057.4316	INST. COACH TSA - CATARACT	\$46,246
F2103.138.058.4316	INST. COACH TSA - HYDE PARK	\$76,146
F2103.138.059.4316	INST. COACH TSA - KALFAS	\$83,598

6.06 ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA TITLE II-A GRANT
(cont'd.)

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2103.138.060.4316	INST. COACH - TSA MAPLE	\$36,997
F2103.138.061.4316	INST. COACH - TSA NIAGARA ST	\$48,380
F2103.138.065.4316	INST. COACH - TSA - 79TH	\$74,866
F2103.138.067.4316	INST. COACH - TSA - MANN	\$48,380
F2103.140.098.4316	DISTRICT-WIDE SCH B	\$8,625
F2103.404.007.4316	PRO DEVEL - DISTWIDE	\$7,000
F2103.404.074.4316	PRO DEVEL -NIAG CATHOLIC	\$2,000
F2103.409.074.4316	TRAVEL-NIAG CATHOLIC	\$21,170
F2103.409.079.4316	TRAVEL - CATHOLIC ACADEMY	\$11,237
F2103.425.074.4316	TEACH/ADMIN/SUBS NIAGARA CATHOLIC (A/P)	\$6,000
F2103.425.079.4316	TEACH/ADMIN/SUBS CATHOLIC ADADEMY (A/P)	\$8,410
F2103.540.074.4316	SUPPLIES: NIAGARA CATHOLIC	\$3,000
F2103.540.079.4316	SUPPLIES: CATHOLIC ACADEMY	\$1,150
GRAND TOTAL		\$706,657

Revenue Code: F4289.430.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: ESEA Title II-A
3. Funding Source: NYS Education Department
4. Total Budget: \$706,657
5. Total Staff: 7.39 Instructional
6. Number of Clients Served: 7,200 students
- 7-9 . Major Objectives/Activities/Evaluation:

- Funds will be used for expansion and improvement of in-service training or retraining of teachers and other appropriate school personnel in both public and non-public schools.
- In-service workshops will be the major activities.

Rosters, agendas and locally-designed workshop evaluation forms and new curriculum guides will be outcomes.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.07 ACCEPTANCE OF FUNDS FOR THE 2015-2016 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT

Mrs. Rotella moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The proposed use of the Title III funds is to expand on and supplement the existing program for LEP (Limited English Proficiency) students; and

WHEREAS, Official notification of approval of the application and award in the amount of \$12,665 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Title III – LEP Grant; and

RESOLVED, That the grant award of \$12,665 be credited to Revenue Account F4289.290.16 Title III - LEP; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account</u>	<u>Description</u>	
F2103.140.098.2916	Schedule B	\$6,678
F2103.151.098.2916	Dept. Chairperson Stipend	3,516
F2103.404.098.2916	Transportation	2,315
F2103.540.098.2916	Supplies	<u>2156</u>
TOTAL		\$12,665

Revenue Code: F4289.290.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Title III - LEP Grant
3. Funding Source: The State Education Department
4. Total Budget: \$12,665
5. Total Staff: 4
6. Number of Clients Served: 105 LEP students
- 7-8.

Major Objectives/Activities:

- Parents, administration and teachers will be informed of any changes made in assessment, accountability and new testing requirements for LEP students. Information will be relayed both by letter and at parent information meetings. Letters will be translated into target languages – Spanish, Punjabi, Urdu, Arabic, Vietnamese, Wolof, and Tamil – as needed.
- Support core content area through after-school tutoring
- Practice and review for ELA and EMA

6.07 ACCEPTANCE OF FUNDS FOR THE 2015-2016 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.08 APPROVAL OF THE CORRECTIVE ACTION PLAN (CAP) IN RESPONSE TO THE NYS COMPTROLLERS AUDIT 2015M-178 FUEL ACCOUNTABILITY

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

Mr. Petrozzi asked when was the District made aware of the concerns raised by the State Comptroller regarding fuel usage by the bus company.

Mr. Giarrizzo responded in May, but we waited until the State Comptroller filed its report with the District before sending official corrective measures recommended by the State to the bus company. Some of the concerns raised by the State had been discussed with the bus company prior to May.

WHEREAS, The District is subject to audit by the NYS Comptroller, and

WHEREAS, The District is required to respond to such audits in both narrative form as well as with a CAP, and

WHEREAS, The District has the option to combine both the narrative response as well as the CAP into one document, and

WHEREAS, The CAP requires the approval of the governing body of the District, therefore be it

RESOLVED, That the Board of Education affirm and approve the combination response and CAP, and

RESOLVED, That notice of said approval be forwarded to the NYS Comptroller.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.09 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/4/16 – 12/31/16

Rev. Dobbs moved for approval of the following resolution as amended.
Mrs. Rotella seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (“District”) and the Niagara County Department of Social Services (“Social Services”) entered into an Agreement providing for an innovative Crime Prevented Collaborative Partnership for a multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15; and

WHEREAS, The Agreement, among other things, provides for the District to enter into an Agreement with the Buffalo Federation of Neighborhood Centers (“BFNC”) to provide the services required in implementing the Crime Prevention Collaborative Partnership; and

WHEREAS, According to the Contract the District will pay BFNC the sum of Six Thousand Dollars (\$6,000.00) per month for ten (10) months not to exceed the total sum of Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, The District will be reimbursed for fifty percent (50%) of the Contract cost to be paid to BFNC, by the Niagara County Social Services upon verification of services rendered by the Administrator for School Business Services. Reimbursement will be at the rate of Three thousand Dollars (\$3,000.00) per month commencing January 15, 2016, and continuing on the 15th day of each month until December 31, 2016; and

WHEREAS, The Superintendent has negotiated a Contract with BFNC, Inc. to provide the services required; therefore, be it

RESOLVED, that the Board hereby approves the Contract between the City School District of the City of Niagara Falls and the Buffalo Federation of Neighborhood Centers to provide services in implementing the Crime Prevention Collaborative Partnership for the multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15 which is attached hereto; and be it further

RESOLVED, that the Contract is subject to such further terms, provisions and conditions that may be deemed appropriate by the Superintendent and the School District Attorney; and be it further

RESOLVED, that the President of the Niagara Falls Board of Education be authorized to execute the Contract; and be it further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on said Agreement.

6.09 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/4/16 – 12/31/16 (cont'd.)

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

THIS AGREEMENT made this 17th day of December 2015, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS CITY**, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and **BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS**, 97 Lemon Street, Buffalo, NY 14204 (hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as consultant to render to the First Party the professional consulting services in the area of multisystemic crime prevention (See Attachment A), hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to multisystemic crime prevention services and shall include without limitation a multisystemic crime prevention intervention services to students ages 12-15 years old, including but not limited to the following:
 - Service up to 30 “at-risk” Niagara Falls City School District students, ages 12 to 15.
 - Provide individual student progress reports each month to all three collaborating agencies detailing the progress around the objectives listed above.
 - Provide a monthly financial status report on any and all expenditures relating to this program.
 - Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.
 - Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.
 - Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school’s concern, and to offer a range of home and school-based services available to assist them.
 - Provide instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
 - Provide the families, parenting or other skill improvement assistance.
 - Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
 - Work toward referred youth showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

6.09 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/4/16 – 12/31/16 (cont'd.)

The Second Party represents that it possess a thorough knowledge of crime prevention strategies. The Second Party will maintain the strictest standards of ethical behavior and confidentiality.

The Second Party's services shall be performed in collaboration with the Deputy Superintendent of Schools.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant services to perform only the services hereinbefore expressly set forth, in the exclusive capacity consultant only, and in no event as servant or employee except as may be specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of said consultant.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the service performed by the Second Party in accordance with the Crime Prevention Collaboration Program Log attached hereto and the verification of the performance of such services to the satisfaction of the Administrator for Business Services, the First Party shall pay to the Second Party, for all services rendered hereunder, a sum not to exceed \$60,000 for period January 4, 2016, through December 31, 2016. Payment shall be made as follows: the sum of \$6,000.00 on the first day of each month commencing on the 4th day of January 2016 and continuing on the 1st day of each and ever month thereafter until the 1st day of December 2016, for services rendered during the previous month. Payment shall be by checks made payable to the order of the Second Party, and shall be deemed full payment to the Second Party.

In the event the Niagara County Department of Social Services ("Social Services"), which has committed to participate in the Program to the extent of \$30,000.00 payable in equal monthly installments, fails to make its monthly payment of \$3,000.00 then and in such event the District shall pay the Second Party the sum of \$3,000.00 per month for services rendered herein for those months that Social Services fails to reimburse the District.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party, the City of Niagara Falls, New York and the Niagara County Social Services Department, as additional parties insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from January 4, 2016, through December 31, 2016, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty (30) days advance written notice of its election to terminate the same.

6.09 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/4/16 – 12/31/16 (cont'd.)

7. Assignment. The Party of Second Party may hire and pay assistants; however, as an Independent Contractor it shall be responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**YOUTH REPORTING CENTER GLOBAL,
INC.**

**CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS**

By _____

By _____
President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ for the **BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS**, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **NICHOLAS VILARDO**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP

Date corrections in the contract were noted; it was the consensus of the Board that motion includes an amendment accepting the corrections. All present were in favor.

Rev. Dobbs moved for approval of the following resolution as amended.
Mrs. Rotella seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls ("District") and Niagara County Department of Social Services ("Social Services") recognize that a multi-systemic approach to youth is critical to establish the future success of young adults ages 12-15, and that an innovative partnership between them needs to be created to implement such approach; and

WHEREAS, The District and Social Services agree to form a Crime Prevention Collaborative Partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth ages 12-15 by addressing their educational, social and emotional needs; and

WHEREAS, An Agreement has been negotiated by the Superintendent with the Niagara County Department of Social Services for creation of the Crime Prevention Collaborative Partnership and is presented to the Board for its action; and

WHEREAS, The Agreement provides, among other things, for the District and Social Services to each contribute Thirty Thousand Dollars (\$30,000.00) for a total of Sixty Thousand Dollars (\$60,000.00) to fund the program.

WHEREAS, The Social Services will reimburse the District the sum of Three Thousand Dollars (\$3,000.00) per month for ten (10) months for total of Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, The District will serve as Lead Agency and retain consulting services from Buffalo Federation of Neighborhood Centers to provide the services required and shall pay Buffalo Federation of Neighborhood Centers the sum of Six Thousand Dollars (\$6,000.00) per month for 10 months, upon verification by the Administrator for School Business Services of services rendered; therefore, be it

RESOLVED, that the Board hereby approves the Agreement between the District and Social Services forming a Crime Prevention Collaborative Partnership providing multi-systemic approach to addressing the educational, social and emotional needs of youth ages 12-15 attached hereto; and be it further

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

RESOLVED, that the Agreement is subject to such further terms, provisions and conditions that may be deemed appropriate by the Superintendent and the School District Attorney; and be it further

RESOLVED, that the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and be it further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on the Agreement.

CONTRACT CRIME PREVENTION COLLABORATIVE PROGRAM

THIS AGREEMENT made as of the 17th day of December, 2015, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the "District"), and **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, (hereinafter called the "Social Services ");

WHEREAS, the District and Social Services recognize that a multisystemic approach to youth is critical to establish the future success of young adults ages 12 through 15, and that an innovative partnership needs to be created to implement such approach; and

WHEREAS, the District and Social Services agree to form a Crime Prevention Collaborative partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth by addressing the educational, social, and emotional needs of youth ages 12 through 15.

THEREFORE, the District and Social Services in consideration of the mutual covenants and conditions herein contained agree as follows:

FIRST: To form an intergovernmental partnership to the fullest extent permitted by law to address the following areas:

a. Educational

1. To reduce student truancy.
2. To improve the attendance and tardiness rate for project students.
3. To reduce student disciplinary referrals by 10%.

b. Juvenile Justice

1. To eliminate new referrals for project students to the Juvenile Justice and Court system.
2. To eliminate recidivism in criminal activities of the project students.

c. Social Services

1. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

2. Provide to those served, instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
3. Provide to the families, parenting or other skill improvement assistance.
4. Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
5. Work toward showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

SECOND: The referral of eligible students will be conducted by an established collaborative team representing the District, City and Social Services.

THIRD: The collaborative effort will commence on **January 1, 2016** and will be in effect until **December 31, 2016**.

FOURTH: Payment under this Agreement shall be as follows:

- a. The District and Social Services each agree to contribute \$30,000 per year for a total of \$60,000.00 to fund the Crime Prevention Collaborative Program.
- b. Social Services shall reimburse the District, which will serve as lead agency in dispensing the funds to the Buffalo Federation of Neighborhood Centers.
- c. Reimbursement by Social Services to the District shall be in the sum of \$30,000.00 on **March 1, 2016** for the services provided from **January 1, 2016** through **December 31, 2016**.
- d. For the services provided in **2016**, Social Services shall reimburse the District quarterly in the amount of \$7,500.00, payable on **March 15, 2016, June 15, 2016, September 15, 2016, and December 15, 2016**.

FIFTH: The District shall enter into an Agreement with the Buffalo Federation of Neighborhood Centers which shall provide among other provisions for the following:

- a. Payment to the Buffalo Federation of Neighborhood Centers the sum of \$60,000.00 payable in monthly installments of \$6,000.00 for services rendered as verified by the School Business Administrator.
- b. The Buffalo Federation of Neighborhood Centers agreeing to provide :
 1. Service up to 30 "at-risk" Niagara Falls City School District students, ages 12 to 15.
 2. Provide individual student progress reports each month to collaborating agencies detailing the progress around the objectives listed above.
 3. Provide a monthly financial status report on any and all expenditures relating to this program.
 4. Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.
 5. Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.
 6. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

7. Provide to those served, instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
8. Provide to the families, parenting, or other skill improvement assistance.
9. Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
10. Work toward youth showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

SIXTH: Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS

By: _____
NICHOLAS VILARDO
President of the Board of Education
City School District of the City of Niagara Falls

NIAGARA COUNTY DEPARTMENT SOCIAL SERVICES

By: _____
ANTHONY J. RESTAINO
Commissioner
Niagara County Department of Social Services

Approved as to Form:

Thomas W. Scirto
Chief Counsel
Niagara County Department of Social

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared NICHOLAS VILARDO, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared ANTHONY J. RESTAINO, Commissioner of the Niagara County Department of Social Services, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 RESOLUTION ADOPTING POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT: POLICY #5675 STUDENT GRADING INFORMATION SYSTEM AND POLICY #7243 STUDENT DATA BREACHES

Mr. Cancemi moved for approval of the following resolution be tabled for thirty (30) days for further consideration. Mr. Jocoy seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the City School District of the City of Niagara Falls District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements.

WHEREAS, To date, the following policies have been revised in accordance with the law and local Board preference:

5675 Student Grading Information Systems
7243 Student Data Breaches

7.01 RESOLUTION ADOPTING POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT: POLICY #5675 STUDENT GRADING INFORMATION SYSTEM AND POLICY #7243 STUDENT DATA BREACHES (cont'd.)

WHEREAS, The Board has reviewed and endorsed the recommended policies; therefore,
be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies and waives the thirty-day tabling.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
and Mr. Jocoy, Mr. Paretto,

Nays: Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo,

Carried – Resolution/Policies Tabled

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
December 17, 2015

Mrs. Bianco thanked Mrs. Kate Muldoon and the Theatre interns and students for their excellent performance during the Children's Holiday Festival. She thanked Mrs. Cathy Sullivan and Mrs. Barbara Dotts for organizing this annual event.

Many thanks to Mrs. Andrea Fortin-Nossavage and all those staff and students who volunteered time to provide holiday cards to residents of area nursing homes.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
December 17, 2015

Kudos also to the GJ Mann School community who sent out six boxes of - approximately 140 pounds worth - coffee and goodies to our soldiers in Kuwait; and also to the NFHS teachers and staff who again participated in the 12 of Christmas, through which they donated food and gifts to students in need.

Mrs. Bianco thanked and wished the Board and all the staff who meet here month after month the very happiest of holidays, as well as all staff, students, and families.

COMMENTS BY BOARD MEMBERS

Mr. Cancemi expressed concerns about the lack of media coverage for Board meetings and he suggested that other ways of communicating to the public be explored.

Mrs. Bianco responded that this has been a matter of concern and discussion with her Cabinet and Mrs. Glaser. An email was received from Ms. Nancy Fischer informing the District that she is the new reporter for the Buffalo News, but will only be able to come to some meetings, but would like to be kept informed. Mrs. Bianco thought that perhaps submitting a summary report after each meeting to the media might be helpful. The Board was in agreement.

Mr. Jocoy thanked everyone who came out and supported Part I of the Classics. He stated that Part 2 will be held December 26th and 27th. He encouraged everyone to come out.

Rev. Dobbs stated that he attended the Children's Holiday Festival and that it was very entertaining and enjoyable.

Mrs. Rotella stated that she attended the Literacy, Math, and Science Fair. It was well attended, exciting, and fun. She commended the college students on their creativity of educational activities.

Board members, Superintendent, and staff wished everyone a Merry Christmas, Happy Holidays, and a happy and prosperous New Year.

ADJOURNMENT

Mr. Barstys moved that the meeting be adjourned in memory of the following who recently passed away. Mr. Cancemi seconded the motion.

*Mrs. Rosemarie Fassari, mother of Samantha Gismondi-Fassari, English teacher

*Mrs. Amanda Hescox, niece of Kathy Mauro, Classroom Associate

*Mr. Frank P. Forgione, father of Robert Forgione, Cleaner

*Ms. Anna J. Czerwinski, retired English teacher

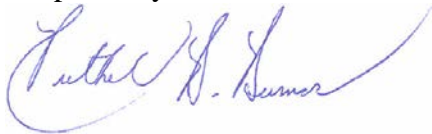
*Mr. Dalton Jones, father of LaSalle Prep VP Tina Gregory

*Councilman Robert A. Anderson Jr. US AirForce Master Sargent and retired District Storekeeper

All were in favor; motion carried unanimously by those present.

The December 17, 2015, Regular Board Meeting be adjourned at 7:50 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

NO MEETING

December 24 & December 31, 2015

Winter Recess

"Happy Holidays"



CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JANUARY 2016 MEETINGS - MINUTES

DATE: January 7, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

MEMBERS ABSENT: Mrs. Rotella (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Polyester Window Film Demo – *Mr. Smeal/ Mr. George Steigaus*
- PreK 3 Update – *Mr. Laurie/Mr. Rotella*
- MLK Update – *Mrs. Glaser*
- Revised Budget Calendar 2016/17 – *Mr. Giarizzo*
- Scholarship Funds – *Mr. Giarizzo*
- Agenda Review – January 28th Regular Meeting – *Mrs. Dumas*

EXECUTIVE SESSION

A motion for Executive Session was made at 6:48 p.m. by Mr. Jocoy for the purpose of discussing a contractual matter, sale of property, and litigation. Rev. Dobbs seconded the motion; all were in favor, motion carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES AND ADJOURNS

Executive Session adjourned and the January 7, 2016 Board Review Session was reconvened and adjourned upon the motion of Mr. Jocoy, seconded by Barstys.

**EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION
RECONVENES AND ADJOURNS (cont'd.)**

All were in favor; motion carried unanimously by those present.

The January 7, 2016, Board Review Session was adjourned at 8:45 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker - BRS

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JANUARY 2016 MEETINGS - MINUTES

DATE: January 28, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: None

TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- Student Transcripts – *Mr. Laurrie/Mr. Bradley*
- Youth Risk Behavior Survey Results – *Mr. Laurrie/Dr. Lewis/Ms. Jessica Weitzel*
- Budget: Revenues – *Mr. Giarizzo*
- Photos of New Snow Truck and New Pool Ladder – *Mr. Spacone*
- Review of Agenda for January 28th – *Mrs. Dumas/Ms. Massaro*

The Agenda Review Session concluded at 7:15 p.m.

PUBLIC HEARING - DISTRICT'S SMART SCHOOLS BOND INVESTMENT ACT PLAN

CALL TO ORDER: The Public Hearing was called to order by Board President Nicholas Vilardo at **7:20** p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: None

PUBLIC HEARING - DISTRICT'S SMART SCHOOLS BOND INVESTMENT ACT PLAN (cont'd.)

– INTRODUCTION

Mrs. Bianco explained that this evening the District is conducting a Public Hearing on the District's Smart Schools Bond Act Investment Plan for public comment. The presentation of the Plan was posted on the District's website for public viewing and comment several weeks ago. No comments were raised prior to the Public Hearing.

– OVERVIEW

The Plan was presented and reviewed December 10, 2015 and was reviewed again by Ms. Sprague and Mr. Smeal at tonight's Public Hearing.

– PUBLIC COMMENTS

No Public comment.

At the conclusion of the Public Hearing, Ms. Sprague stated that the Plan needs to be approved and that she and Mr. Smeal will complete the online form for the Superintendent's signature and for submission.

- ADJOURNMENT

Rev. Dobbs motioned to adjourn the Public Hearing on the District's Smart Schools Investment Act Plan. Mrs. Rotella seconded the motion; carried unanimously.

The January 28, 2016 Public Hearing was adjourned at 7:30 p.m.

REGULAR BOARD MEETING CALLED TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at **7:30 p.m.** All Board members were present.

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

Mr. Vilardo acknowledged receipt of a letter from the NYS Comptroller confirming receipt of the District's CAP to the findings and recommendations contained in Fuel Accountability Report (7/1/2013 – 5/22/2015).

ROUTINE MATTERS

MINUTES

Mr. Cancemi moved for approval of the following minutes. Mrs. Rotella seconded the motion.

December 2015 Board Meetings

The motion was approved by unanimous vote.

BUDGET TRANSFER #6

Rev. Dobbs moved for approval of the following resolution on Approval of Budget Transfer #6. Mr. Jocoy seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$221,726.80 among the following fund, function, object, and location codes:

General Fund:	\$ 181,423.53
Cafeteria Fund:	\$ 0.00
Special Aid Funds:	\$ 40,303.27

The motion was approved by unanimous vote.

BIDS

None

TREASURER'S REPORT

None

BUDGET STATUS REPORT

The Budget Status Report for January 2016 was received and filed.

PERSONNEL REPORT ADDENDUM – CERTIFICATED AND CLASSIFIED

A motion was made by Mr. Paretto, seconded by Mr. Cancemi, and carried unanimously to add to the agenda an Addendum for both Certificated and Classified reports.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Petrozzi moved for approval of the following Personnel Report for Certificated Staff, Items #I through #X, Addendum Item #I through #V. Mr. Paretto seconded the motion.

I. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Stephanie Polka <u>R</u>	Teacher Special Education Kalfas	\$55,267 Step 1-80MM A2250.133.059	February 1, 2016 (probationary period ends January 31, 2020)
James Zacher <u>R</u>	Teacher Grade 4 Abate	\$51,658 Step 7-30M A21010.120.056	February 1, 2016 (probationary period ends January 31, 2019)

II. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Matthew Duffy <u>R</u>	Teacher Social Studies GPS (.5) (Marcus Latham)	\$23,865.50 Step 1-40M A2128.130.049	(Revised Dates) September 1, 2015 – January 4, 2016
Adrian Ennett <u>R</u>	Teacher Social Studies GPS (.5) (Marcus Latham)	\$23,457.50 Step 1-30M A2128.130.049	January 4, 2016 – June 30, 2016
Jessica Fronczak <u>R</u>	Teacher Grade 3 NSS (Christopher Murgia)	\$40,198 Step 1-BA A2101.120.061	January 19, 2016 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Pamela Garabedian <u>S</u>	Teacher Grade 6 Enrichment Abate (Patricia Hennegan)	\$46,915 Step 2-30M A2101.120.056	January 19, 2016 – June 30, 2016
Domenica Kutis <u>R</u>	Teacher Grade Kindergarten Kalfas (Angela DeMunda-Martin)	\$47,702 Step 3-30M A2110.110.059	January 19, 2016 – June 30, 2016
Cassandra Lutey <u>R</u>	Teacher Math NFHS (Debra Morgan)	\$47,298 Step 2-30M A2126.130.045	Revised Dates: September 1, 2015 – February 29, 2016
Christine Marochi <u>S</u>	Teaching Assistant Abate (Joanne Balsano)	\$31,239 Step 1 F2250.143.056.0716	Revised Dates: September 1, 2015 – until TA Returns (NTE June 30, 2016)
Lisa Thompson <u>S</u>	Teacher Grade 1 NSS (Kelly Piccirillo)	\$47,298 Step 2-30M A2101.120.061	Revised Dates: September 1, 2015 – June 30, 2016

III. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Kassie Sillett <u>R</u>	Teacher Special Education Abate (Jackie Vogt)	\$40,198 Step 1-BA A2103.149.097	October 13, 2015 – until teacher returns (Converted on 1/22/16)

IV. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Rakhi Kohli	Teacher Speech 79 th Street A2256.133.065	Teacher Speech 79 th Street (.8) – A2256.133.065 LPS (.2) – A2256.133.050	February 1, 2016
Shannon Savage	Teacher Speech Kalfas (.8) – A2256.133.059 LPS (.2) – A2256.133.050	Teacher Speech Kalfas A2256.133.059	February 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Angela DeMunda-Martin 1671 Caravelle Drive Niagara Falls, NY 14304	Teacher Grade Kindergarten Kalfas A2110.110.059	Teacher Pre-K 3 Abate F2510.133.056.3316	January 19, 2016
Patricia Hennegan 9111 Hennepin Avenue Niagara Falls, NY 14304	Teacher Grade 6 Enrichment Abate A2101.120.056	Teacher Pre-K 3 Abate F2510.133.056.3316	January 19, 2016

VI. TENURE APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Kristina Johnson <u>R</u>	Pupil Service Assistant 12 Mos Cataract	Pupil Service Assistant	February 22, 2016
Jeffrey Showers <u>R</u>	Principal Cataract	Level 3 Administrator	February 14, 2016

VII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Joanne Balsano	Teaching Assistant Abate	Medical (without pay)	September 1, 2015 – until TA returns (NTE June 30, 2016)
Kary Dobbs	Teacher Music Mann (.6)/Maple (.4)	Personal (without pay)	January 15, 2016
Jennifer Everts	Teaching Assistant NSS	Personal (without pay)	January 6, 2016 – January 8, 2016
Kelly Piccirillo	Teacher Grade 1 NSS	Child Rearing (without pay)	Revised Dates: September 1, 2015 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. <u>SCHEDULE B</u>				
1.	<u>HYDE PARK AFTER-SCHOOL PROGRAM (TEACHERS) – JANUARY 2016 – JUNE 2016 – NTE 24 HOURS EACH</u>			
	Caterina Antonacci Tony Kutis Michelle Wagner	Maureen Blood Christina Magnuson Sophia Williams	Marisa D'Addario Anthony Navarrolli	Richard Evans Cynthia Travis
1A.	<u>HYDE PARK AFTER-SCHOOL PROGRAM (COACHES) – JANUARY 2016 – JUNE 2016 – NTE 12 HOURS EACH</u>			
	Carrie Cino	Susan Ross		
2.	<u>MAPLE AVENUE AFTER-SCHOOL PROGRAM – JANUARY 2016 – JUNE 2016 – NTE 25 HOURS EACH</u>			
	Maria Commisso-Martin Nikki Kresman	Colleen Durkin Angela Manella	Lisa Granieri	Lauren Falsetti
3.	<u>LASALLE PREPARATORY AFTER-SCHOOL PROGRAM – JANUARY 2016 – JUNE 2016 – NTE 30 HOURS EACH</u>			
	John Briglio Jocelyn Touma	Patti-Ann Gabriele	Julia Meyers	Andrew Touma
4.	<u>79TH STREET AFTER-SCHOOL PROGRAM (TEACHERS) – JANUARY 2016 – JUNE 2016 – NTE HOURS BELOW FOR EACH</u>			
GR. 3	Julia Brundage-Lowry – 14 HRS	Christina Morinello – 14 HRS	Patricia Thompson – 28 HRS	
GR. 4	Janyl Drozek – 14 HRS	Stephanie Polka – 28 HRS	Jerri Presutti – 14 HRS	
GR. 5	Jessica Fortunate – 28 HRS	Joni Ann Orfano – 28 HRS		
GR. 6	Anthony Aversa – 28 HRS	Pamela Garabedian – 28 HRS		
4A.	<u>79TH STREET AFTER-SCHOOL PROGRAM CLASS COORDINATOR – JANUARY 2016 – JUNE 2016 – NTE 28 HOURS</u>			
	Janine Bellonte			
4B.	<u>79TH STREET FLIPPED CLASSROOM COORDINATOR – JANUARY 2016 – JUNE 2016 – NTE 38 HOURS</u>			
	Bryan Rotella			
4C.	<u>79TH STREET FLIPPED CLASSROOM LESSONS – JANUARY 2016 – JUNE 2016 – NTE 30 HOURS EACH</u>			
	Janine Bellonte	Philip Mohr	David St. Onge	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. SCHEDULE B (Continued)

5. GPS AFTER-SCHOOL PROGRAM – JANUARY 2016 – JUNE 2016 – NTE HOURS INDICATED BELOW FOR EACH

TEACHERS	Derek Frommert – 45 HRS	Amanda Molnar – 22.50 HRS	Justin Speidel – 22.50 HRS	(Note: A. Molnar & J. Speidel are not to exceed a total of 45 hours combined)
PROGRAM COORDINATOR	Derek Frommert – 45 HRS			
PROGRAM TEACHER	Patricia Mongan – 27 HRS			

6. i3 GRANT – INVESTING IN INNOVATION – COMPLETION OF SPRING TASKS – FEB. – JUNE 2016 – NTE 50 HOURS F2103.140.007.7614

Thomas Fisher

7. CATARACT – EMA BOOSTER PROGRAM GRADES 3-6 – NTE 10 HOURS EACH – JANUARY 2016 – APRIL 2016

Jennifer Korzelius

Thomas Marcantonio

IX. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

ABATE – A2805.142.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
James Stypa	1.0	Swim Club	\$547

X. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE E – LUNCH AND MORNING DUTY – 2015 – 2016

MORNING DUTY – ABATE – JANUARY TO JUNE – A2103.146.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christopher Murgia	0.5	AM Duty	\$1136

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #I THROUGH #V

I.	<u>APPOINTMENT</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Mark Laurrie	Superintendent Central Office	\$165,000 A1240.150.001	July 1, 2016
II.	<u>RETIREMENTS</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Connie Heitner	Teacher Special Ed 79 th Street	28 years 4 months	June 30, 2016
III.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>SWIMNASTICS/WATERWALKING LIFEGUARD – CEC \$12.00 PER HOUR – NTE 170 HOURS – JANUARY 2016 – JUNE 2016 – A2310.140.098</u>			
	Valerie McGrath			
IV.	<u>LEAVE OF ABSENCE</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Gail Clarke	Teacher Grade 2 Abate (Ashley Andreana)	Medical (without pay)	January 29, 2016 – February 12, 2016
V.	<u>SCHEDULE B</u>			
1.	<u>GRADES K-2 PRIMARY REPORT CARD REVISION COMMITTEE – NTE 12 HOURS EACH – 2015-16 SCHOOL YEAR</u>			
	<u>INSTRUCTIONAL COACH</u>	<u>UPPER ELEMENTARY LIAISON</u>		
	Carrie Cino	Michele Walker		

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #XI, Addendum Item #I through #VI. Mr. Jocoy seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Maxine Casey	Asst. Child Care Assoc. 6 Hours Cataract	16 years 4 months	January 8, 2016

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Cecelia Barron <u>R</u>	Pre-K 3 Associate 5.5 Hours Abate	\$13.46 Hour Step 1 F2510.177.056.3316	January 19, 2016 (probationary period ends May 18, 2016)
TinaMarie Flynn <u>R</u>	Food Service Helper 3 Hours NFHS	\$13.57/hr. Step 1 C2080.167.045	February 1, 2016 (probationary period ends September 30, 2016)
Linda McDonnell <u>R</u>	Pre-K 3 Associate 5.5 Hours Abate	\$13.46/hr. Step 1 F2510.177.056.3316	January 19, 2016 (probationary period ends May 18, 2016)
Crayuana Page <u>R</u>	Pre-K 3 Associate 5.5 Hours Abate	\$13.46/hr. Step 1 F2510.177.056.3316	January 19, 2016 (probationary period ends May 18, 2016) (pending pre-employment requirements)

III. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Cathlene Dorsogna <u>R</u>	Asst. Child Care Assoc. 6 Hours Cataract \$13.36/hr. Step 3 A2252.173.057	Pre-K 3 Associate 5.5 Hours Abate \$13.95/hr. Step 2 F2510.177.056.3316	January 19, 2016 (probationary period ends May 18, 2016)

IV. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Lynn Emmick <u>R</u>	Secretary I Maple	\$34,531 Step 1 A2020.164.060	January 29, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V.	<u>END OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Kaylee Ulrich	Cleaner 7 Hours District-Wide (Michele Joyal)	\$29,938 Step 1 A1623.167.016	January 31, 2016
	Joseph Villella	Cleaner 7 Hours NFHS (Christopher Cafarella)	\$29,938 Step 1 A1623.167.045	January 31, 2016
VI.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$30,988 Step 1 w/Longevity A1623.167.016	Feb 1, 2016 –Feb 29, 2016
	Tammy Perry	Assistant Cook GPS (Rosa Strangio)	\$16.41/hr. Step 2 C2080.167.049	Revised Dates: Sept 1, 2015 – Jan 31, 2016
	Roberta Rubin	Health Associate 6 Hours NSS (Margaret Ewing)	\$13.95/hr. Step 2 A2815.174.061	Feb 1, 2016 – June 30, 2016
VII.	<u>EXTENSION OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	February 1, 2016 – February 29, 2016
	Rick Dumas	Custodian Hyde Park (Daniel Travis)	\$47,205 Step 1 w/Longevity A1623.162.058	February 1, 2016 – February 29, 2016
	Shanika Jones	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$31,238 Step 1 w/Longevity A1623.167.056	February 1, 2016 – February 29, 2016
	Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	February 1, 2016 – February 29, 2016
	Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	February 1, 2016 – February 29, 2016
	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	February 1, 2016 – February 29, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII.	<u>VOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Mary Ann Fennell	Health Associate 6 Hours NSS A2815.174.061	Health Associate 6 Hours Abate A2815.174.056	February 1, 2016
IX.	<u>CHANGE OF STATUS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	David Spacone, Jr.	General Laborer Maintenance (probationary)	General Laborer Maintenance	February 9, 2016
	Daniel Travis	General Repairer Maintenance (probationary)	General Repairer Maintenance	February 9, 2016
X.	<u>LEAVE OF ABSENCE</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Ronald Beningo	School Safety Officer NFHS	FMLA (without pay)	12/8/15 (½ day); 12/17/15; and 12/21/15 – 12/23/15
	Dawn Bradley	Pre-K Associate 5.5 Hours Hyde Park	Personal (without pay)	Revised Dates: September 8, 2015 – June 23, 2016
	Cathlene Dorsogna	Asst. Child Care Assoc. 6 Hrs Cataract	Other (to take other District position)	January 19, 2016 – May 18, 2016
	Lynn Emmick	Secretary I Maple	Other (to take other District position)	January 29, 2016 – (until Secretary I is appointed) (NTE June 30, 2016)
	Shereta Flournoy	Technology Associate 6 Hours Information Services	Personal (without pay)	January 4, 2016 – January 3, 2017
	Theresa Puccio	Asst. Child Care Assoc. 6 Hours NFHS	FMLA (without pay)	December 8, 2015
	Diana Restaino	Secretary I HRO	Personal (without pay)	December 17, 2015
	Marilyn Rignall	Library Associate 5.5 Hours GJ Mann	Medical (without pay)	December 2, 2015 – June 30, 2016
	Kaylee Ulrich	Temporary Cleaner 7 Hours Maintenance	Medical (without pay)	December 9, 2015 – January 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. ADDITIONAL HOURS

A. REVISION OF WELLNESS CENTER SUPPORT STAFF – COMMUNITY RECREATION AT NFHS – NTE 75 HOURS EACH @ \$10.00/HOUR – JANUARY 2016 – MARCH 2016

REMOVE:

Lynn Emmick

ADD:

Jean Robbins

ADDENDUM ITEM #I THROUGH #VI

I. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Venessa Schulte	Food Service Helper 3 Hours Hyde Park	4 months	February 5, 2016

II. PROBATIONARY/PROMOTIONAL APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Carolyn Rick	Food Service Helper 3.5 Hours Hyde Park \$15.65/hr. Step 4 w/Longevity C2080.167.058	Assistant Cook Niagara Street \$16.41/hr. Step 2 w/Longevity C2080.167.061	February 1, 2016 (probationary period ends April 30, 2016)

III. END OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Tammy Perry	Assistant Cook Gaskill	\$16.51/hr. Step 2 w/Longevity C2080.167.049	January 31, 2016

IV. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Joan Jacobs	Assistant Child Care Assoc. 6 Hrs GPS A2252.173.049	Assistant Child Care Assoc. 6 Hrs NSS A2252.173.061	January 29, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Deanne Gray	Assistant Cook Niagara Street C2080.167.061	Assistant Cook Gaskill C2080.167.049	February 1, 2016

VI. ADDITIONAL HOURS

A. ABATE PARENT TEACHER CONFERENCES – FEBRUARY 17, 2016 – NTE HOURS BELOW – F2103.177.056.0116

<u>NTE 4 Hours</u>	<u>NTE 5 Hours</u>
Constance Andreini	Margaret Rowles

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on December 9, 14, 15, 16, 17, 21, 22, 2015 and January 5, 6, 7, 8, 11, 12, 13, 14, 15, 19, 20, 21, 2016 for the annual review of special education students and on December 9, 10, 14, 15, 16, 17, 21, 2015 and January 5, 6, 7, 8, 11, 12, 13, 14, 19, 20, 22, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 01/28/16, 4, 4.08](#)) made by the Committee on Special Education.

The vote on the motion was unanimous.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on December 15, 17, 23, 2015 and January 6, 7, 12, 14, 19, 20, 21, 2016 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 01/28/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 school year.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	NCS Pearson, Inc. 3075 W. Ray Road, Suite 200 Chandler, AZ 85226	Professional Development	Dates are TBD	Richard Carella	Maria Massaro 12/22/15 Cynthia Bianco 12/22/15
2.	Via Evaluation, Inc. 628 Washington St., 4 th Floor Buffalo, NY 14203	Presentation	1/21/16	Michael Lewis	Maria Massaro 1/8/16 Cynthia Bianco 1/8/16
3.	Lynette Haley O'Stewart 8149 State Street Gasport, NY 14067	Presentation	1/25/16	Richard Carella	Maria Massaro 1/20/16 Cynthia Bianco 1/20/16

6. Unfinished Business

6.01 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT:

Mr. Cancemi moved that the following policies be removed off the table.
Mr. Jocoy seconded the motion.

Section 5000

Policy Title

5675 Student Grading Information System

Section 7000

Policy Title

7243 Student Data Breaches

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the City School District of the City of Niagara Falls District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements.

6. Unfinished Business

6.01 RESOLUTION ADOPTING AMENDED POLICIES OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT:

WHEREAS, To date, the following policies have been revised in accordance with the law and local Board preference:

[5675 Student Grading Information Systems](#)
[7243 Student Data Breaches](#)

WHEREAS, The Board has reviewed and endorsed the recommended policies; therefore, be it

WHEREAS, In accordance with previous Board practice, the proposed policies were tabled for thirty (30) days to allow for sufficient review time; therefore, be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7. NEW BUSINESS

7.01 APPROVAL OF RECEIPT OF GIFT FROM ALPHA DELTA KAPPA

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Alpha Delta Kappa has donated a large amount of hats and gloves to the Niagara Falls City School District; and

WHEREAS, These supplies will be distributed to all of our District schools; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of hats and gloves donated to Niagara Falls City School District; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Alpha Delta Kappa, c/o Lindalee Menchetti, 10 Grandview Avenue, Buffalo, New York 14223-3037.

Mr. Barstys asked how many hats and gloves were donated.

7.01 APPROVAL OF RECEIPT OF GIFT FROM ALPHA DELTA KAPPA (cont'd.)

Ms. Sprague responded a lot; enough to give a complete set of ten (10) to each school.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.02 APPROVAL OF REVISED CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2016/17

Mr. Jocoy moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The adoption of the Superintendent's recommended General Fund Budget is one of the most important annual activities of the Board of Education; and

WHEREAS, Board adoption of the General Fund Budget is the final step in a series of preceding steps and activities that must be accomplished according to a schedule; and

WHEREAS, The development of a general fund budget is dependent upon a clear understanding of responsibilities that are both Board and staff related; therefore be it

RESOLVED, That the Board of Education adopt the attached Revised Calendar of Board Activities for the preparation of the General Fund Budget.

Niagara Falls Board of Education 2016-17 Key Budget Dates – REVISED

Board Review of Budget
January – June

Submit Tax Levy Calculation to State
March 1st

Superintendent's Budget
Recommendation to Board
March 17th

Board to Adopt Budget
and Contingent Budget
March 17th

7.02 APPROVAL OF REVISED CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2016/17 (cont'd.)

**Niagara Falls Board of Education
2016-17 Key Budget Dates – REVISED (cont'd.)**

Present Tax Report Card
March 17th

Submit Tax Report Card to SED
March 18th

Budget Available
April 27th

Public Hearing
May 5th

Mail Budget Notice
May 6th

Budget Vote
May 17th

Finalize Revenue Estimates, Set Tax
Levy and Tax Rates
June 24th

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.03 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 17, 2016

Mr. Jocoy moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The Board of Education shall, pursuant to Section 2606 of the Education Law, on or before the fifteenth day of February, 2016, appoint a Board of Registration for a term of one (1) year for the annual school election/budget vote to be held on **Tuesday, May 17, 2016**; and

7.03 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 17, 2016 (cont'd.)

WHEREAS, Such Board of Registration shall attend on Registration Day and will be compensated at a rate not to exceed that paid at general elections of the city; and

WHEREAS, The Board of education shall designate, at least twenty (20) days before Registration Day, a place, day(s), and hours within the School District where such Board of Registration shall attend for the purpose of preparing a register for each school election district, the last day of which shall not be less than two (2) weeks preceding the school election; and

WHEREAS, The Board of Education must publish a notice of registration at least one in each of the two (2) weeks preceding Registration Day, in a newspaper having a general circulation in the City School District, stating the day, place, and hours of registration for such school election; and

WHEREAS, Upon the filing of such register prepared on registration day, the Board of Education shall publish at least once in each of the two (2) weeks preceding election day, in a newspaper having a general circulation in the City School District, a notice stating that the school election registers have been filed in the Office of the Clerk of the District and noting the place at which they are on file and the hours during which they will be open for inspection; therefore, be it

RESOLVED, That in accordance with Section 2606 of the Education Law, the Board of Education of the City School District of the City of Niagara Falls, New York, appoint the following individuals, not more than half of whom belong to the same political party, as a Board of Registration for a term of one (1) year, beginning **February 1, 2016**, for the annual school district election to be held on **Tuesday, May 17, 2016**:

Mrs. Betty Larratta (R)
1018 Angelo Ct., Apt 2 (03)

Mrs. Brenda Hamilton (D)
1879 Michigan Avenue (05)

Mr. William S. Carroll (R)
4420 Lewiston Road

Ms. Betty Curry (D)
2432 Cleveland Avenue (05)

The Board of Registration will be present on Registration Day and will be compensated for his/her service on that day at the rate of \$50.00 for Registration Day; and

7.03 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 17, 2016 (cont'd.)

RESOLVED, That said Board of Registration is appointed for the purpose of preparing a register of voters for the annual school election/budget vote; and

RESOLVED, That the Board of Education designate **Monday, April 25, 2016**, between the hours of 10 a.m. and 8 p.m., as Registration Day and that said Board of Registration, herein above appointed, shall meet on Registration Day at the **Niagara Falls High School, 4455 Porter Road**, Niagara Falls, New York, which is hereby designated as the place for registration, for the purpose of preparing a register for each school election district in the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on **Tuesday, May 17, 2016**; and

RESOLVED, That the Board of Education authorize the District Clerk to publish the following "Notice of Registration" at least once in each of the two (2) weeks preceding Registration Day in the Niagara Gazette:

BOARD OF EDUCATION
REGISTRATION NOTICE
ANNUAL SCHOOL ELECTION

**Office of the Clerk of the Board
of Education of the City School
District of the City of Niagara Falls, New York**

**TO THE ELECTORS OF THE BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**

PLEASE TAKE NOTICE that the Board of Registration of the School District of the City of Niagara Falls, New York, will meet at **Niagara Falls High School, 4455 Porter Road**, Niagara Falls, New York, on **Monday, April 25, 2016**, between the hours of 10 a.m. and 8 p.m., for the purpose of preparing a register for each school election district for the Annual School Election/Budget Vote to be held on **Tuesday, May 17, 2016**, and at said registration the Board of Registration shall add to such registers the names of qualified voters of the School District who shall present themselves personally for registration.

PLEASE TAKE FURTHER NOTICE that any person who did not register for the preceding General Election or any intervening school district election or who did register for one of such preceding election but at the time of such registration resided in a school election district other than one in which he presently resides, must, in order to be entitled to vote present himself personally for Registration.

Ruthel D. Dumas
Clerk of the Board of Education
City School District of the City of
Niagara Falls, New York

7.03 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 17, 2016 (cont'd.)

RESOLVED, That the Board of Education authorize the District Clerk, upon the filing of the registers prepared on registration day, to publish at least once in each of the two (2) weeks preceding election day in the Niagara Gazette a "Notice of the Filing" of such registers in the following form:

NOTICE OF THE FILING OF THE REGISTERS OF THE QUALIFIED VOTERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE ON MAY 17, 2016

NOTICE IS HEREBY GIVEN pursuant to Section 2606 of the Education Law, as amended, that the registers for the school election districts of the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on **Tuesday, May 17, 2016**, have been prepared and duly filed with the Clerk of the Board of Education located at 630 66th Street, Niagara Falls, New York, and said registers shall remain on file at such office and be open for inspection by any qualified voter of said City School District during the hours of 9 a.m. to 4 p.m. on Monday through Friday until the day of election, **May 17, 2016**.

Ruthel D. Dumas
Clerk of the Board of Education of the
City School District of the City of
Niagara Falls, New York

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.04 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Section 2801(3) of the New York State Education Law requires the Board of Education annually review the District Code of Conduct in collaboration with students, teachers, administrators and parent organizations, school safety personnel, and other school personnel; and

7.04 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3 (cont'd.)

WHEREAS, Any additions or amendments to the District Code of Conduct must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete annual review and approval process for the District Code of Conduct by July 1, 2016; and

WHEREAS, The District Code of Conduct as may be amended and approved, must be filed with the New York State Commissioner of Education no later than 30 days after its adoption; and

WHEREAS, The Board of Education by Resolution authorized the establishment of a Committee annually review the District Code of Conduct in collaboration with students, teachers, administrators, parent organizations, school safety personnel, and other school personnel; and

WHEREAS, The Superintendent and the Board are authorized to appoint the appropriate members to the District Code of Conduct Committee for the annual review of the District Code of Conduct for period commencing February 1, 2016, through June 30, 2016; therefore be it

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee for period February 1, 2016, through June 30, 2016 be and they hereby are ratified and confirmed:

Students

TBD - LaSalle Preparatory School
TBD - LaSalle Preparatory School
TBD - Gaskill Preparatory School
TBD - Gaskill Preparatory School
TBD - Niagara Falls High School
TBD - Niagara Falls High School

Teachers

Ms. Karen Waugaman
Ms. Valeria Rotella-Zafuto
Mr. Frank Coney
Mr. Marc Catanzaro
Mr. Frank Rotundo

Administrators

Ms. Dorothy Brundidge
Ms. Janice Graham
Mr. Derek Zimmerman

Parent Organizations

Ms. Melissa Molly

Community Members

Mr. Bryan DalPorto - Niagara Falls Police Superintendent

Other School Personnel

Ms. Maria Massaro – HRO
Dr. Michael F. Lewis – TSA

Other Staff

Mr. Frank Coney

7.04 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.05 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE DISTRICT-WIDE SCHOOL SAFETY TEAM FOR ANNUAL REVIEW OF THE DISTRICT-WIDE COMPREHENSIVE SCHOOL SAFETY PLAN PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Section 2801-a of the New York State Education Law requires the Board of Education to appoint a District-Wide School Safety Team to annually review the District-Wide Comprehensive School Safety Plan, which team shall include, but not be limited to representatives of the School Board, students, teachers, administrators and parent organizations, school safety personnel, and other school personnel; and

WHEREAS, Any additions or amendments to the District-Wide Comprehensive School Safety Plan must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete the annual review and approval process for the District-Wide Comprehensive School Safety Plan by July 1, 2016; and

WHEREAS, The District-Wide Comprehensive School Safety Plan as approved must be filed with the New York State Commissioner of Education no later than 30 days after its adoption; and

WHEREAS, The Superintendent and the Board are authorized to appoint the appropriate members to the Niagara Falls City School District District-Wide School Safety Team for the annual review of the District-Wide Comprehensive School Safety Plan for period commencing February 1, 2016, through June 30, 2016; therefore be it

RESOLVED, That the appointments of the following persons to the Niagara Falls City School District District-Wide School Safety Team be for period commencing February 1, 2016, through June 30, 2016, and they hereby are ratified and confirmed:

7.05 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE DISTRICT-WIDE SCHOOL SAFETY TEAM FOR ANNUAL REVIEW OF THE DISTRICT-WIDE COMPREHENSIVE SCHOOL SAFETY PLAN PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A (cont'd.)

Students

TBD - LaSalle Preparatory School
TBD - LaSalle Preparatory School
TBD - Gaskill Preparatory School
TBD - Gaskill Preparatory School
TBD - Niagara Falls High School
TBD - Niagara Falls High School

Teachers

Ms. Karen Waugaman
Ms. Valeria Rotella-Zafuto
Mr. Frank Coney
Mr. Marc Catanzaro
Mr. Frank Rotundo

Administrators

Ms. Dorothy Brundidge
Ms. Janice Graham
Mr. Derek Zimmerman

Parent Organizations

Ms. Melissa Molly

Community Members

Mr. Bryan DalPorto - Niagara Falls Police Superintendent

Other School Personnel

Ms. Maria Massaro – HRO
Dr. Michael F. Lewis – TSA

Other Staff

Mr. Frank Coney

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.06 APPROVAL OF A RESOLUTION AUTHORIZING PRINCIPALS TO APPOINT BUILDING-LEVEL SCHOOL SAFETY TEAMS FOR THE ANNUAL REVIEW OF BUILDING-LEVEL EMERGENCY RESPONSE PLANS PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

7.06 APPROVAL OF A RESOLUTION AUTHORIZING PRINCIPALS TO APPOINT BUILDING-LEVEL SCHOOL SAFETY TEAMS FOR THE ANNUAL REVIEW OF BUILDING-LEVEL EMERGENCY RESPONSE PLANS PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A (cont'd.)

WHEREAS, Section 2801-a of the New York State Education Law requires the appointment of Building-Level School Safety Teams to annually review building-level emergency response plans, which teams shall be appointed by the building principals which shall include, but not be limited to representatives of teachers, administrators and parent organizations, school safety personnel, other school personnel, community members, law enforcement officials, local ambulance or other response agencies and other representatives of the Board of Education, and

WHEREAS, Any additions or amendments to the Building-Level Emergency Response Plans must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete annual review and approval process for the Building-Level Emergency Response Plans by July 1, 2016; and

WHEREAS, Any additions or amendments to the Building-Level Emergency Response Plans as approved must be filed with the appropriate local law enforcement agencies and state police within 30 days of their adoption; therefore be it

RESOLVED, That the Board of Education hereby authorizes each building principal to appoint Building-Level School Safety Teams in accordance with the regulations or guidelines prescribed by this Board of Education or the New York State Commissioner of Education, which Building-Level School Safety Teams shall include, but not be limited to representatives of teachers, administrators and parent organizations, school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and other representatives of the Board of Education or other governing body deemed appropriate.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA TITLE I GRANT

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

7.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA TITLE I GRANT (cont'd.)

WHEREAS, ESEA Title I funds provide compensatory education programs for schools serving students with academic deficits; and

WHEREAS, District staff has met and formulated a consolidated application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$2,984,252 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2015-2016 ESEA Title I Grant; and

RESOLVED, That the grant award of \$2,984,252 be credited to Revenue Account F4126.010.16 ESEA Title I Grant; and

RESOLVED, That the money be expended in the following function/object codes:

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
15	F2103.120.057.0116	PEP TEACHER - CATARACT	1.00	\$89,930
15	F2103.132.098.0116	SUMMER (PER DIEM)		\$57,613
15	F2103.133.045.0116	TEACHER-NFHS	3.50	\$328,919
15	F2103.133.050.0116	TEACHER-LPS	2.50	\$193,346
15	F2103.133.056.0116	TEACHER - ABATE	2.00	\$153,070
15	F2103.133.059.0116	TEACHER-KALFAS	1.00	\$96,760
15	F2103.133.061.0116	TEACHER - NSS	1.00	\$58,668
15	F2103.133.065.0116	TEACHER - 79TH	1.00	\$64,368
15	F2103.133.067.0116	TEACHER - MANN	2.00	\$165,363
15	F2103.140.098.0116	SCHEDULE B		\$110,221
15	F2103.143.056.0116	PEP TA - ABATE	2.00	\$62,478
15	F2103.143.057.0116	PEP TA - CATARACT	1.50	\$46,859
15	F2103.143.058.0116	PEP TA - HP	3.00	\$93,717
15	F2103.143.059.0116	PEP TA - KALFAS	2.00	\$62,478
15	F2103.143.060.0116	PEP TA - MAPLE	2.00	\$62,478
15	F2103.143.061.0116	PEP TA - NIAG STR	4.00	\$124,956
15	F2103.143.065.0116	PEP TA - 79TH	1.00	\$31,239
15	F2103.143.067.0116	PEP TA - MANN	1.00	\$31,239
15	F2103.149.098.0116	SUBSTITUTES DIST-WIDE		\$11,000
16	F2103.164.007.0116	SECRETARY	0.50	\$23,391
16	F2103.171.067.0116	CLASS HRLY MANN	1.00	\$15,636
40	F2103.404.098.0116	PURCHASE SERVICES - DIST-WIDE		\$274,000
46	F2103.409.007.0116	TRAVEL - DISTRICTWIDE STAFF		\$15,000
45	F2103.540.007.0116	SUPPLIES-VARIOUS DISTRICT-WIDE		\$104,047
80	F2103.800.096.0116	ERS		\$781
80	F2103.802.096.0116	TRS		\$852
80	F2103.803.096.0166	FICA/MEDICARE		\$747
80	F2103.807.096.0116	HEALTH INSURANCE		\$0
TOTAL DISTRICT F0116			32.00	\$2,279,156

**7.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA
TITLE I GRANT (cont'd.)**

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
15	F2103.138.007.0116	TSA - DISTRICTWIDE	0.77	\$71,219
15	F2103.138.045.0116	TSA - NFHS	2.00	\$184,980
15	F2103.138.049.0116	TSA - GPS	0.99	\$79,572
15	F2103.138.050.0116	TSA - LPS	0.50	\$46,246
15	F2103.138.056.0116	TSA - ABATE	0.71	\$59,393
15	F2103.138.057.0116	TSA - CATARACT	0.50	\$33,334
15	F2103.138.060.0116	TSA - MAPLE	0.50	\$45,392
15	F2103.138.061.0116	TSA - NSS	0.50	\$46,246
15	F2103.138.067.0116	TSA - MANN	0.50	\$46,246
TOTAL F0116 - INSTRUCTIONAL TSA			6.97	\$612,628
15	F2103.140.045.0116	PI SCHEDULE B - NFHS		\$2,226
15	F2103.140.056.0116	PI SCHEDULE B - ABATE		\$716
15	F2103.140.057.0116	PI SCHEDULE B - CATARACT		\$597
15	F2103.140.059.0116	PI SCHEDULE B - KALFAS		\$1,093
15	F2103.140.061.0116	PI SCHEDULE B - NIAG ST		\$800
15	F2103.140.065.0116	PI SCHEDULE B - 79TH		\$382
16	F2103.168.007.0116	CLASS/CLERICAL OVERTIME DIST/PARENT		\$1,200
16	F2103.177.056.0116	PI ASSOC - ABATE		\$498
16	F2103.177.061.0116	PI ASSOC - NIAG ST		\$1,000
16	F2103.177.057.0116	PI ASSOC - CATARACT		\$952
16	F2103.177.058.0116	PI ASSOC - HYDE PARK		\$551
16	F2103.177.059.0116	PI ASSOC - KALFAS		\$100
16	F2103.177.060.0116	PI ASSOC - MAPLE		\$218
16	F2103.177.067.0116	PI ASSOC - GJ MANN		\$526
40	F2103.429.045.0116	PI OUTSIDE SERV - NFHS		\$1,000
40	F2103.429.074.0116	PI OUTSIDE SERV-NIAG CATH		\$105
40	F2103.429.079.0116	PI OUTSIDE SERV-CATH ACADEMY		\$170
40	F2103.429.098.0116	PI P & P DINNER		\$5,000
45	F2103.544.007.0116	PI SUPPLY DIST-WIDE		\$0
45	F2103.544.045.0116	PI SUPPLY - NFHS		\$3,044
45	F2103.544.049.0116	PI SUPPLY - GASKILL		\$2,437
45	F2103.544.050.0116	PI SUPPLY - LASALLE PREP		\$2,390
45	F2103.544.056.0116	PI SUPPLY - ABATE		\$1,465
45	F2103.544.057.0116	PI SUPPLY - CATARACT		\$498
45	F2103.544.058.0116	PI SUPPLY - HYDE PARK		\$1,530
45	F2103.544.059.0116	PI SUPPLY - KALFAS		\$745
45	F2103.544.060.0116	PI SUPPLY - MAPLE		\$1,056
45	F2103.544.061.0116	PI SUPPLIES - NIAG ST		\$858
45	F2103.544.065.0116	PI SUPPLY - 79TH		\$1,391
45	F2103.544.067.0116	PI SUPPLY - GJ MANN		\$995
45	F2103.544.098.0116	PI SUPPLY - P&P		\$7,000
TOTAL F0116- PARENT INVOLVEMENT				\$40,543

**7.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2015-2016 ESEA
TITLE I GRANT (cont'd.)**

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
15	F2103.425.074.0116	NIAGARA CATHOLIC TCHR - AP	0.30	\$23,027
15	F2103.425.079.0116	Catholic Acad TCHR-(AP)SKOT/NEUN	0.61	\$13,094
15	F2103.425.083.0116	CHRISTIAN ACAD - N T SCHOOLS	0.30	\$3,161
15	F2103.425.090.0116	HOLY GHOST TEACHER (AP)	0.21	\$2,709
15	F2103.425.091.0116	ST. STEPHEN'S	0.02	\$452
15	F2103.425.076.0116	SUMMIT EDUCATIONAL	0.03	\$452
45	F2103.540.075.0116	STELLA NIAGARA - SUPPLIES		\$5,870
45	F2103.540.089.0116	ST JOHN LUTHERAN SUPPLIES		\$1,806
45	F2103.540.088.0116	ST PETERS - SUPPLIES		\$1,355
TOTAL F0116 - NON-PUBLIC			1.47	\$51,926
GRAND TOTAL ALL AREAS F0116			40.44	\$2,984,252
REVENUE CODE: F4126.010.16				

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: ESEA Title I
3. Funding Source: ESEA Title I
4. Total Budget: \$2,984,252
5. Total Staff: 40.44
6. Number of Clients Served: 7,200
7. Major Objectives/Activities/Evaluation:

The purpose of the supplementary services provided under Title I is to improve the opportunities of such children by helping them succeed in the regular school program, attain proficiency, and improve achievement in basic and more advanced skills.

Results from performance based assessments in Mathematics and Language Arts will be used to identify students who may be at-risk of failing state level assessments.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/16 –2/28/17

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The District desires to enter into agreement with R. Cunningham Consultants, Inc. as a consultant in the area of Truancy Prevention programs for grades Prek-12; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with R. Cunningham Consultants, Inc. for consulting services for the period March 1, 2016 and terminating February 28, 2017; and

WHEREAS, The fee for these services shall be paid at a rate of \$40,000; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Truancy Prevention Programs between the Niagara Falls City School District and R. Cunningham Consultants, Inc. attached hereto, be approved; and

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS DAY OF January 2016, by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and R. Cunningham Consultants, Inc., P.O. Box 432, Niagara Falls, New York 14302 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services in the area of truancy prevention, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to interpreting services and shall include without limitation, the following:
 - a. Provide truancy prevention intervention services Grades PreK-12;
 - b. The Second Party will maintain the strictest standards of ethical behavior and confidentiality;

7.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/16 –2/28/17 (cont'd.)

All of these functions shall be performed under the direction of the Deputy Superintendent. This consultant should possess a thorough knowledge of truancy prevention initiatives.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$40,000. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from March 1, 2016 through February 28, 2017, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party ten days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

NIAGARA FALLS CITY SCHOOL DISTRICT

Ronald Cunningham

President, Board of Education

7.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/16 –2/28/17 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of January 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of January 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION OF THE EXTENDED SCHOOL DAY PROGRAM PROPOSAL—VIA EVALUATION, INC. 1/1/16—06/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant application preparation services; and

7.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION OF THE EXTENDED SCHOOL DAY PROGRAM PROPOSAL—VIA EVALUATION, INC. 1/1/16—06/30/16 (cont'd.)

WHEREAS, The current term of this contract is for the period January 1, 2016 through June 30, 2016; and

WHEREAS, The fee for these services shall not exceed six thousand dollars (\$6,000) per individual application developed and may vary by type of application developed; therefore be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the Niagara Falls City School District and Via Evaluation, Inc., attached hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 28th day of January, 2016 by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, 4th Floor, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, **MUTUALLY AGREE** as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
1. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

7.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION OF THE EXTENDED SCHOOL DAY PROGRAM PROPOSAL—VIA EVALUATION, INC. 1/1/16—06/30/16 (cont'd.)

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for her services an amount that shall not exceed six thousand dollars (\$6,000) per individual application developed and may vary by type of application developed. The parties shall negotiate a fee for each application to be developed that shall not exceed six thousand dollars (\$6,000). The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

7. Term of Contract: This contract shall be effective from January 1, 2016 through June 30, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Gary Ciurczak, Ph.D.
President, Via Evaluation, Inc.

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

7.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION OF THE EXTENDED SCHOOL DAY PROGRAM PROPOSAL—VIA EVALUATION, INC. 1/1/16—06/30/16 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.10 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION OF THE 3- AND 4-YEAR-OLD PRESCHOOL PROGRAMS—VIA EVALUATION, INC. 2/1/16—6/30/16

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

WHEREAS, The current term of this contract is for the period February 1, 2016 through June 30, 2016; and

WHEREAS, The fee for these services shall not exceed \$16,000 and will be billed in two installments; therefore be it

RESOLVED, That the Contract for professional evaluation services by an independent contractor for independent grant evaluation between the Niagara Falls City School District and Via Evaluation, Inc., attached hereto, be approved; and be it further

7.10 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION OF THE 3- AND 4-YEAR-OLD PRESCHOOL PROGRAMS—VIA EVALUATION, INC. 2/1/16—6/30/16 (cont'd.)

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY VIA EVALUATION, INC.**

THIS AGREEMENT, made this 1st day of February, 2016 by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, **MUTUALLY AGREE** as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Analysis of all data necessary to meet requirements of the evaluation portion of the four (4) classrooms of the Extended Pre-K for 3-year-old and 4-year-old students awarded by the New York State Education Department.
- c. Customary Document Preparation and reporting of required data to appropriate parties

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

7.10 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION OF THE 3- AND 4-YEAR-OLD PRESCHOOL PROGRAMS—VIA EVALUATION, INC. 2/1/16—6/30/16 (cont'd.)

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. Invoice shall be submitted by the Second Party in two installments. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

7. Term of Contract: This contract shall be effective from February 1, 2016 through June 30, 2016, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Gary Ciurczak
President, Via Evaluation, Inc.

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

7.10 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION OF THE 3- AND 4-YEAR-OLD PRESCHOOL PROGRAMS—VIA EVALUATION, INC. 2/1/16—6/30/16 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.11 APPROVAL OF DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN

Mr. Paretto moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The State of New York enacted the Smart School Bond Act to enhance educational technology and infrastructure to improve learning and opportunity for students throughout the State; and

WHEREAS, The Smart Schools Bond Act requires Boards of Educations within the State to adopt a draft investment proposal for public comment and public hearing; and

WHEREAS, A Committee appointed by the Superintendent reviewed and drafted the Smart Schools Investment Plan in accordance with the laws and regulations; and

WHEREAS, The Smart Schools Investment Plan, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, A public hearing on the proposed Smart Schools Investment Plan, is required for the participation of school personnel, parents and interested parties prior to its adoption; now, therefore, be it

7.11 APPROVAL OF DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN (cont'd.)

RESOLVED, That the Board of Education received the proposed Smart Schools Investment Plan, and be it further

RESOLVED, That the Smart Schools Investment Plan, was filed in the District Clerk's office for public comment on December 18, 2015, and remained on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, That a public hearing was held on January 28, 2016 at the Administration Building at 630 66th Street, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, Board of Education approves the proposed Smart Schools Investment Plan.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7.12 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARK R. LAURRIE CONTAINING THE TERMS, CONDITIONS AND BENEFITS OF HIS EMPLOYMENT AS SUPERINTENDENT OF SCHOOLS

Mr. Cancemi moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, For more than thirty-one (31) years Mark R. Laurrie has served the District with distinction in various positions including as a Third Grade Teacher, a Special Education Teacher, Principal of Maple Avenue School, Principal of Niagara Middle School, House Principal of Niagara Falls High School, Chief Educational Administrator of Niagara Falls High School and Deputy Superintendent; and

WHEREAS, At its meeting of January 28, 2016, the Board, in recognition of Mr. Laurrie's extensive service, qualifications, and knowledge of the District and his continued dedication to the students, their advancement and the advancement of the District determined that he was uniquely qualified to serve as Superintendent. and as a result thereof, and in accordance with the provisions of Section 2507 of the Education Law of the State of New York, the Board appointed Mr. Laurrie Superintendent of Schools for the City School District of the City of Niagara Falls for a term of five (5) years effective and commencing July 1, 2016, and terminating June 30, 2021; and

7.12 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARK R. LAURRIE CONTAINING THE TERMS, CONDITIONS AND BENEFITS OF HIS EMPLOYMENT AS SUPERINTENDENT OF SCHOOLS (cont'd.)

WHEREAS, The Board wishes to provide Mr. Laurrie a Contract containing the terms, conditions and benefits of his employment as Superintendent, and Mr. Laurrie has accepted the Board's appointment as Superintendent of Schools and the terms, conditions and benefits of his employment as Superintendent as offered by the Board, all of which are incorporated in the attached Contract; and

WHEREAS, The Board should act on this action item at this time so as to allow for an effective implementation of the Superintendent's term on July 1, 2016; now therefore be it

RESOLVED that the Board hereby approves the attached Contract between the Board of Education and Mark R. Laurrie, containing the terms, conditions and benefits of his employment as Superintendent of Schools for the City School District of the City of Niagara Falls effective July 1, 2016, the effective date of his appointment, all as provided in Section 2507 of the Education Law of the State of New York; and be it further

RESOLVED that the President of the Board of Education be and he hereby is authorized to execute the Contract (on file in Human Resource Office) on behalf of the Board; and be it further

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board on the attached Contract and to do all acts necessary to implement this Resolution.

Comments made during the roll call vote on the contract:

Mr. Petrozzi stated that Mr. Laurrie has done it all. He has always been behind them with support. He thanked Mrs. Bianco for all that she has done.

Mrs. Rotella, in a prepared statement, noted that she has been involved in the District for many years, as a Social Studies teacher at Gaskill, NFHS, and LaSalle. She stated that she went on to become a school guidance counselor at Trott, LaSalle, and the new NFHS and that she was the president of NFT for many years. Mrs. Rotella stated that she has seen superintendents come and go. One, after a so-called national search, who came from outside the District, had to be paid hundreds of thousands upon his departure. She stated that she is of the firm belief that it is preferable to groom candidates within the District in order to have the best opportunity to make a smooth succession in the Superintendent's position. If there is a qualified candidate who has an extended, successful history in the District, the changes of a successful transition are much better than hiring someone who has no track record here. She stated that grooming successors is the model used by most large corporations as a means to multiply the changes of a smooth transition in the CEO's position. In conclusion, Mrs. Rotella stated that Mr. Mark Laurrie has a proven track record of success, who is homegrown, who worked his way through the

7.12 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARK R. LAURRIE CONTAINING THE TERMS, CONDITIONS AND BENEFITS OF HIS EMPLOYMENT AS SUPERINTENDENT OF SCHOOLS (cont'd.)

Comments made during the roll call vote on the contract: (cont'd.)

ranks, who could have left for more money and greener pastures but showed his commitment to this District and this community, and is ready, willing, and able to succeed as the new leader here. We don't need to reinvent the wheel. He is an outstanding person who has demonstrated his loyalty to the District, who has demonstrated that he is more than capable to assume the job, and that she feels confident that he is the absolutely right person, in the right place, and at the right time.

Mr. Vilardo recalled his first graduation ceremony where he sat next to Mr. Laurie and how impressed he was with him knowing the name of each graduate and how he had something positive to say about each one of the students as they came through the line to receive their diploma. A national search may be for other districts, but not for us. We are fortunate to have him here. Yes, he has big shoes to fill, but I am confident he can do it.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

8. REVIEW OF THE PROPOSED POLICY(IES)

None.

9. REPORTS AND COMMENTS

To follow after Advanced Planning.

10. ADVANCED PLANNING

10.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
January 28, 2016

Mrs. Bianco stated that she hopes the Board enjoyed the reports given this evening. Some of the information was very informative and some of it very sobering. We will continue to do our best to make sure that you are kept abreast of both the successes and the challenges our District, its staff, and its students face.

She stated that the Board's actions this evening were especially important for her personally, but more significantly, for the good of the District. *I am speaking of your selection of Mark as the next Superintendent.* I have always stated that even though we may have interesting debates and varying viewpoints on the numerous issues before us, the Board as a body, in the end, always makes the right decision ...and you did so tonight with the appointment of Mark. He is the absolute right person to move this District forward. She stated that she is sure his superintendency will be well-received by all and recognized as an excellent choice. Mrs. Bianco also thanked the Board for including her in the process. As the retiring Superintendent, it is wonderful to know that someone with remarkable skills, dedication to the staff and children of the District, and who possesses the innate abilities to be creative and successfully problem-solve will be continuing your mission of "Learning for all . . .whatever it takes!" *Congratulations, Mark, and thank you Board members.*

Other Reports

Pre-K3 Program - Mr. Laurrie reported that the Pre-K3 Program opened with 40 students. The lottery process was a success and Mr. Carella and Ms. Sullivan did an excellent job getting the program up and running. They spent time with the teachers. Thirty out of forty parents were in attendance for Open House. The State will be planning a March visit.

Mrs. Bianco encouraged the Board to visit the program at Abate.

Homicide - Mr. Laurrie reported that he was notified by the Police Chief that there was a homicide in the 10th Street and Michigan Avenue areas near Abate. He was assured that there would be no disruption to or at the school as a result of the incident.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
January 28, 2016

BAK – Ms. Sprague updated the Board on the Buffalo-based computer company BAK. This company is a start-up manufacture of tablet PC's made in America, designed to the specifications of the user (school district), at an affordable cost. Staff met with BAK just before the holidays and told them what the District needed. The specs we had given to BAK contacts were taken back to its team and a demo of the model will be shown to us tomorrow. District staff toured the BAK facility and found it very environmental friendly.

MAISTO v. NYS - Mrs. Bianco read a letter from SCSD Attorney Bob Biggerstaff updating districts on the Maisto vs. the State of New York lawsuit. The information shared had a positive overtone and gave indication that there would be a favorable outcome for small city school districts.

There were discussions on the appeal options New York State could take that would delay the disbursement of funds, if awarded, to districts. Some feel that the imposition of interest on those funds may be an incentive for NYS to move quickly.

Athletic Council (Hall of Fame) – Mr. Laurie reminded everyone that the Hall of Fame Induction Ceremony will be held at half-time at tomorrow's Wolverine varsity basketball game with a reception prior to at 6 p.m. The Alumni selected to be acknowledged include the following:

1989 Regina Austin (basketball, softball, soccer)
1974 Willie Moore (wrestling)
1969 Charles Augustino (football, baseball, basketball)
1994-96 Coach Monti and LaSalle State and Federation Basketball Team

Mr. Laurie also noted that in addition to the game and the ceremony, there will be a fundraiser going on to raise funds for baby Shawn, who is battling cancer. This is going to be a festive and exciting evening and we are looking forward to a great turnout.

STEM CLASSROOMS – Mr. Laurie reported on requests from other school districts to tour the District's STEM classrooms. Tours have taken place at Gaskill Prep, Kalfas, and NFHS by East Aurora, Lewiston Porter, and Tonawanda, respectively.

COMMENTS BY DEPUTY SUPERINTENDENT MARK LAURRIE ON APPOINTMENT AS SUPERINTENDENT

Mr. Laurrie stated that he is humbled and honored by the show of confidence that the Board demonstrated in supporting the Superintendent's recommendation to appoint him as Superintendent. Mr. Laurrie, who is a 1980 graduate of the District, talked about how he and his children have and are continuing to reap the rewards of an excellent education from the Niagara Falls School System. One of his children is now a certified English teacher and is going to be working in the Southern Tier. Mr. Laurrie reflected on how proud he feels his father, the late Mr. Robert "Bob" Laurrie, who was an Administrator in the District, would be of the District and how proud he would be of him; it was twenty-five (25) years ago to the day that he passed away. Mr. Laurrie stated that he saw this as a 31-year interview process from when he was an in-school suspension monitor to a third grade teacher to an assistant principal to a dean to a principal to Deputy. Mr. Laurrie expressed his appreciation to former Superintendent Carmen Grant and Superintendent Cynthia Bianco for opening the door for him. He assured everyone that he will not let them down. He will work as hard as he can to continue to make this District the best one for his children, your children, all the children in the community. Thank you.

COMMENTS BY BOARD MEMBERS

Mr. Paretto stated that one of the things he's always like about this young man, Mark, is his visibility in the community. *I like the accessibility.* He talked about how much he liked working with the Board and its staff. He thanked Mark for his 31-year commitment to the District. *Congratulations and God Bless you and your family.*

Mr. Restaino congratulated Mr. Laurrie and stated that he's happy that fellow Board members came to the same conclusion that this was the right choice. There were many conversations that brought us back to we have someone in the District that is ready to do the job.

Mr. Cancemi congratulated Mr. Laurrie and stated that we are going to be in good shape.

Mr. Jocoy congratulated Mr. Laurrie and wished him the best.

Mr. Petrozzi congratulated Mr. Laurrie and stated that he looks forward to working with him.

Mr. Barstys congratulated staff on the MLK Celebration. The NFHA performance by the children is always great and the speaker, Ms. LuLu Westbrook Griffin, a teacher and civil rights activist, was wonderful; it was

COMMENTS BY BOARD MEMBERS (cont'd.)

truly worth the time. He congratulated Mr. Laurie on his appointment as Superintendent and reflected on his relationship with Mr. Laurie as his educational instructor. He commented that Mr. Laurie has big shoes to fill, but he, too, is confident that he can do it.

Rev. Dobbs congratulated Mr. Laurie and concurred with comments made by fellow Board members. He shared the admiration that he has always had for Mrs. Bianco as a person and as an educator. He talked about how excited he is about the Pre-K3 program. It is a plus for us, the children, and this community.

Mrs. Rotella recapped some of the comments she had made earlier about Mr. Laurie.

Everyone congratulated Mr. Petrozzi on his family's business "Capitol Cleaners" as the recipient of the Business of the Year Award by the Town of Niagara Business & Professional Association, Inc.

PUBLIC COMMENT

Ron Cunningham, Truancy Prevention Consultant, thanked everyone for their support by approving his contract. He stated that his work involves going into the trenches and having to do some things that most people cannot do. He congratulated Mr. Laurie on his appointment as Superintendent. He stated that Mr. Laurie has a lot of heart and commitment. You can't teach the kind of attributes that he has; they come natural, and yes, he has some big shoes to fill. Mr. Cunningham concurred with Rev. Dobbs that he, too, has always admired Mrs. Bianco as a person and as an educator. You have tough decisions to make, but you do it. You have the best interest of our children in the District. He stated that he likes working for and with this District; it has good leadership. He stated that he spoke highly of this District and its leadership with the group he met with in Washington, D.C. This is a good community.

ADJOURNMENT

Rev. Dobbs moved that the meeting be adjourned in memory of the following who recently passed away. Mr. Barstys seconded the motion.

*Mrs. Ernestine Alston, School Lunch Monitor 1968 - 2002

*Mrs. Anita Tezanos, former secretary

*Mrs. Carolyn Balogh, mother of Dennis Balogh (TSA @ NFHS)

ADJOURNMENT (cont'd.)

- *Mrs. Shirley Watts, mother of retired Secretary III Donna Eagan and grandmother of Amber M. Eagan (Classroom Technology Associate)
- *Mr. Alfred Cortese, father of Roberta Cortese (Kindergarten Teacher @ Abate)
- *Mr. Paul T. Schnettler, retired Stationary Engineer, husband of Eileen Schnettler (Special Ed. Associate @ Abate) and father of Teresa Armstrong (LaSalle Prep After-School Program)
- *Mrs. Marcia L. Urbaniak, District Teacher (Adult Ed., GED, English as a Second Lang, etc.)
- *Mr. John R. Benjamin, Jr., husband of retired Secretary III Elaine Benjamin and father of Kelly Volpe (Secretary I @ NFHS)
- *Mr. Gary A. Meteer, father-in-law of Cheryl Meteer (TSA @ Central Office-Special Ed.)
- *Mrs. Marilyn Rignall, Library Associate @ GJ Mann

All were in favor; motion carried unanimously by those present.

The January 28, 2016, Regular Board Meeting be adjourned at 8:30 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

FEBRUARY 2016 MEETINGS - MINUTES

DATE: February 11, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy (5:55 p.m.),
Mr. Paretto, Mr. Petrozzi (6:35 p.m.), Mrs. Rotella,
and Mr. Vilardo,

MEMBERS ABSENT: Mr. Barstys and Mr. Restaino (both excused)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([notes of the work session are available ...Boarddocs Library/General](#)):

- Special Committee Reports:
 - ❖ Attendance – Ms. Massaro/Ms. Savino
 - ❖ Student Gender Identity – Ms. Massaro/Mr. Laurrie
 - ❖ Report Card – Mr. Carella, Mrs. Capone
 - ❖ Smart School Bond Update – Ms. Sprague, Mr. Smeal
- Small Appliance Policy – Mr. Smeal
- Budget: Appropriations – Mrs. Bianco/Mr. Giarrizzo
- Agenda Review – February 25th Regular Meeting –
Mrs. Dumas/Ms. Massaro

EXECUTIVE SESSION

At 6:57 p.m. a motion for Executive Session was made by Mr. Cancemi to discuss current litigation, collective bargaining negotiations under the Taylor Law, the proposed sale of real property. Mrs. Rotella seconded the motion; all were in favor.

**EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES
AND ADJOURNS**

Executive Session adjourned and the February 11, 2016 Board Review Session was reconvened and adjourned upon the motion of Mrs. Rotella, seconded by Rev. Dobbs.

All were in favor; motion carried unanimously by those present.

The February 11, 2016, Board Review Session was adjourned at approximately 8:20 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a long, sweeping flourish extending to the right.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

FEBRUARY 2016 MEETINGS - MINUTES

DATE: February 25, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy (6:10 pm), Mr. Paretto, Mr. Restaino (5:50 pm), Mr. Petrozzi, and Mr. Vilardo

MEMBERS ABSENT: Mr. Barstys and Mrs. Rotella (both excused)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([notes of the work session are available ...Boarddocs Library/General](#)):

- Niagara Frontier National Heritage Area (NFNHA) – **Mr. Laurie/ Ms. Sara Bielein Capen**
- NCCC and NFHS Math Collaboration – **Mr. Carella**
- Budget: AP Gap Projections and Scenarios to Close Budget GAP – **Mrs. Bianco/Mr. Giarrizzo**
- Review of Agenda for February 25th – **Mrs. Dumas/Ms. Massaro**

CALL TO ORDER:

The Regular Meeting was called to order by President Nicholas Vilardo at 7:10 **p.m.** All Board members were present with the exception of Mr. Barstys and Mrs. Rotella.

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Cancemi seconded the motion.

January 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #7

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #7. Mr. Paretto seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$1,549,935.92 among the following fund, function, object, and location codes:

General Fund:	\$ 1,536,834.08
Special Aid Funds:	\$ 13,101.84
Cafeteria Fund	\$ 0.00

The motion was approved unanimously by those present.

BIDS

None

TREASURER'S REPORT

The Treasurer's Reports for November and December 2015 were received and filed.

BUDGET STATUS REPORT

The Budget Status Report for February 2016 was received and filed.

PERSONNEL REPORT ADDENDUM – CERTIFICATED AND CLASSIFIED

A motion was made by Mr. Jocoy, seconded by Mr. Paretto, and carried unanimously to add to the agenda an Addendum for both Certificated and Classified reports.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Jocoy moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VII, Addendum Item #I through #IV. Rev. Dobbs seconded the motion.

I. REGULAR SUBSTITUTES – REVISION – (60 DAY CONVERSION)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Adrian Ennett <u>R</u>	Teacher Social Studies NFHS (Carrie Sottile)	\$23,457.50 Step 1-30M A2128.130.045 &	November 16, 2015 – January 3, 2016 (Converted 2/24/16) &
	Teacher Social Studies NFHS (.5)/GPS (.5) (Carrie Sottile & Marcus Latham)	\$46,915 Step 1-30M NFHS (.5) – A2128.130.045 GPS (.5) – A2128.130.049	January 4, 2016 – until teacher returns (NTE June 30, 2016)
Pamela Garabedian <u>S</u>	Teacher Grade 6 Enrichment Abate (Patricia Hennegan)	\$46,915 Step 1-30M A2101.120.056 (Revised Step)	January 19, 2016 – June 30, 2016

II. REGULAR SUBSTITUTES – REVISION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nadezda Mease <u>R</u>	Teacher Science LPS (Michael Corsaro)	\$46,915 Step 1-30M A2127.130.050 (Revised Salary)	September 1, 2015 – June 30, 2016

III. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roberta Cortese	Teacher Kindergarten Abate	Personal (without pay)	February 1, 2016 February 26, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. LEAVE OF ABSENCE (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Debra Morgan	Teacher Math NFHS	Medical (without pay)	February 1, 2016 – February 12, 2016
Carrie Sottile	Teacher Social Studies NFHS	Medical (without pay)	1/25/16 (PM); 1/26/16 (PM); 2/02/16 (PM); 2/3/16 (PM)

IV. SCHEDULE B/TRC

1. COGAT PROCTORS – NFHS – MARCH 12, 2016 – NTE 4.75 HOURS EACH

<u>HEAD PROCTOR</u>	<u>HEAD PROCTOR</u>		
Catherine Dunstan	Donna Nadrowski	Janelle Brydges	Joni Ann Orfano
Margaret Rhodes	Dawn Secic	Pamela Smith	Tammy Zaker

2. GRADE 3 ELA CURRICULUM REVIEW & REVISION COMMITTEE – NTE 12 HOURS EACH – 2015-16 SCHOOL YEAR

Deanna Cudahy	Catherine Dunstan	Linda Johnson	Patricia Krolewski
Lisa Malpica	Catherine Sullivan	Tammy Zaker	

3. PRIDE TEACHERS – NFHS – NTE 180 HOURS EACH – 2015-16 SCHOOL YEAR

Karyn Morrison	Erin Schwenkebeck
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4. AFTER SCHOOL PHYSICAL EDUCATION PROGRAM – NFHS – NTE 60 HOURS – 2015-16 SCHOOL YEAR

Ollie McClain

5. ELEMENTARY SPECIAL EDUCATION SELF-CONTAINED CLASSROOM INSTRUCTIONAL COMMITTEE – NTE 12 HOURS EACH – 2015-16 SCHOOL YEAR

Stephanie Caso	Allen Cowart	Jennie Cyran	Nicole Grant-Seeahan
Laura Kashishian	Christina Magnuson	Cheryl Meter	Jaime Pero
Catherine Sullivan			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. SCHEDULE B/TRC (Continued)

6. SPRING 2016 ATHLETIC PLACEMENT PROCESS TESTING – NTE 6 HOURS EACH

Martha Amoretti Robert Braham

7. TRC BOOK STUDY GROUP FACILITATORS – NTE 6 HOURS @ \$50.00/HOUR – F2070.131.007.8116

Book Study Group: (April 13, 27 and May 4, 2016)

Sheila Chille

8. TRC BOOK STUDY GROUP FACILITATORS – NTE 9 HOURS EACH @ \$50.00/HOUR – F2070.131.007.8116

Book Study Group
(April 5, 19 and 26)

Joanna Antonacci

Book Study Group
(April 19, 26 and May 3)

Gina Lucantoni

Book Study Group
(April 7, 21 and May 12)

Susan Rhodenzier

Book Study Group
(Feb. 23, Mar. 1, and Mar. 8)

Linda Silvestri

9. AFTER SCHOOL PROGRAM – LPS – NTE 30 HOURS – FEBRUARY 2016 – JUNE 2016 – F2103.140.050.0316

Peter Aloian

10. AFTER SCHOOL PROGRAM – GPS – NTE 52 HOURS COMBINED FOR THE 2 EMPLOYEES BELOW – FEB. 2016 TO MAY 2016

Joseph Lozina

Carrie Roeser

V. SCHEDULE C

1. FALL COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

NAME

Marc Daul

POSITION/LOCATION

Modified Basketball Assistant

REMUNERATION

\$3739 Step 3

2. SPRING COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

NAME

Martha Amoretti

POSITION/LOCATION

Softball - Varsity

REMUNERATION

\$5189 Step 3

Robert Augustino

Baseball - Assistant

\$3739 Step 3

Robert Braham

Softball - Assistant

\$3739 Step 3

Martin DeRosa

Softball- Assistant

\$3739 Step 3

Romel Griggs

Outdoor Track-Assistant

\$4003 Step 3

Anthony Kutis

Outdoor Track-Assistant

\$4003 Step 3

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE C (Continued)

2. SPRING COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Richard Meranto	Outdoor Track Assistant	\$3874 Step 2
Jonathan Robins	Outdoor Track Varsity	\$5460 Step 3
Matthew Thompson	Boys Tennis Varsity	\$3359 Step 2
Stephen Zafuto	Outdoor Track Assistant	\$4003 Step 3
David Zona	Baseball Assistant	\$3739 Step 3

3. SPRING SUPPORT STAFF – 2015-2016 SCHOOL YEAR - \$50.69/PER EVENT – NTE 20 EVENTS PER PERSON – A2850.166.098

Martin Campbell	Michelle Cutler	Bryan Devantier	Vicky Drylewski
Louise Dunning	Richard Dunning	Mark Edwards	Leslie Ellis
Rick Forgione	Betty Ivancic	Teresa Kurilovitch	Kelly Maynard
Erik Olander	Tina Panepinto	Michele Pryor	Joseph Rizzo
Rachel Rotella	Thomas Sauvageau	Mark Teoli	Rasheen Wilson

VI. REVISION APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016 GPS – A2850.142.049

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REVISE	Louis Jacklin	FROM: 1.0 TO: 0.5	Robotics Club	\$273.50 (Revised Amount)
ADD	Ronni McGrath	0.5	Robotics Club	\$273.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. REVISION APPOINTMENTS SCHEDULES D, E, F, G (continued)

B. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

HYDE PARK – A2850.142.058

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
ADD	Beckie Richards	1.0	School Spirit Club	\$547
ADD	John Caldwell	1.0	Student Leader's Club	\$547

VII. REVISION OF APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE E – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

GPS – A2103.146.049

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
ADD	Kenneth Jones	1.0	Lunch Duty	\$2930
RESCIND	Kristen Mihalko-Hyland	1.0	Lunch Duty	\$0 (Revised Amount)

B. SCHEDULE E – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

CATARACT – A2103.146.057

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REVISE	Jennie Cyran	FROM: 0.5 TO: 0.4	PM Duty	\$908.80 (Revised Amount)
ADD	April Downey	0.1	PM Duty	\$227.20
ADD	Noelle Gaetano-Kasprzak	0.1	PM Duty	\$227.20
REVISE	Mary Hall	FROM: 0.5 TO: 0.4	PM Duty	\$908.80 (Revised Amount)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #I THROUGH #IV

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Kathryn Penale	Teacher Kindergarten Niagara Street	23 years 2 months	April 5, 2016

II. REGULAR SUBSTITUTES – (RESCIND 60 DAY CONVERSION)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Adrian Ennett R	Teacher Social Studies NFHS (.5) (Carrie Sottile)	\$111 Per Diem Rate (.5) A2103.149.097 (revised salary)	November 16, 2015 – February 19, 2016 (Did not Convert – Teacher returned to work on 2/22/16)

III. SCHEDULE C

SPRING COACHING APPOINTMENTS – 2015 – 2016 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Joseph Contento	Varsity Baseball Coach	\$5189 Step 3
Frank Rotundo	Assistant Girls Lacrosse	\$3739 Step 3
William Schmidtke	Varsity Girls Lacrosse	\$5189 Step 3

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roberta Cortese	Teacher Kindergarten	Medical (without pay)	February 29, 2016 – April 29, 2016
Carrie Sottile	Teacher Social Studies NFHS	FMLA (without pay)	Revised Dates: November 16, 2015 – February 19, 2016 (Half-Days only)
Tanya Sweitzer	Teacher Special Education NFHS	FMLA (without pay)	February 22, 2016 – March 18, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #V, Addendum Item #I through #VI. Rev. Dobbs seconded the motion.

I. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mary Jane Dutton	School Monitor Lunch 3 Hours Cataract	12 years 1 month	March 2, 2016

II. REVISION OF PROBATIONARY APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Judith Glaser <u>R</u>	Community Relations Director Superintendent's Office (provisional)	Community Relations Director Superintendent's Office (probationary)	July 23, 2015 (probationary period ends January 22, 2016) (Revised Dates)

III. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter - Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	March 1, 2016 – March 31, 2016
Rick Dumas	Custodian - Hyde Park (Daniel Travis)	\$47,205 Step 1 w/Longevity A1623.162.058	March 1, 2016 – March 31, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$30,988 Step 1 w/Longevity A1623.167.016	March 1, 2016 – March 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III. EXTENSION OF TEMPORARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Shanika Jones	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$31,238 Step 1 w/Longevity A1623.167.056	March 1, 2016 – March 31, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	March 1, 2016 – March 31, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	March 1, 2016 – March 31, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$47,355 Step 1 w/Longevity A1623.162.061	March 1, 2016 – March 31, 2016

IV. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Laura Erias	Asst. Child Care Assoc. 6 Hours 79 th Street (probationary)	Asst. Child Care Assoc. 6 Hours 79 th Street	January 1, 2016
Sharon Gazy	Physical Educ. Assoc. 5.5 Hrs Niagara Street (probationary)	Physical Educ. Assoc. 5.5 Hrs Niagara Street	March 9, 2016
Judith Glaser	Community Relations Director Superintendent's Office (probationary)	Community Relations Director Superintendent's Office	January 23, 2016
Mary Hosey	Food Service Helper 3 Hours NFHS (probationary)	Food Service Helper 3 Hours NFHS	March 1, 2016
Brenda Kennedy	Food Service Helper 3 Hours Hyde Park (probationary)	Food Service Helper 3 Hours Hyde Park	March 1, 2016
Michael MacNeil	School Monitor Lunch 3 Hours Hyde Park (probationary)	School Monitor Lunch 3 Hours Hyde Park	March 9, 2016
Timothy Miles	Food Service Helper 3 Hours NFHS (probationary)	Food Service Helper 3 Hours NFHS	March 22, 2016
Tina Panepinto	Building Attendant Superintendent's Office (probationary)	Building Attendant Superintendent's Office	March 2, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Tina Bailor	Special Ed. Associate 5.5 Hours 79 th Street	Personal (without pay)	Revised Dates: Nov. 9, 2015 – Feb. 17, 2016
	Lynn Emmick	Senior School Monitor 7 Hours LPS (revised position)	Other (to take other District position)	January 29, 2016 – (until Secretary I is appointed) (NTE June 30, 2016)
	Theresa Puccio	Asst. Child Care Assoc. 6 Hours NFHS	FMLA (without pay)	February 5, 2016 (1/2 Day)
	Mary Tyran	Classroom Associate 5.5 Hours Maple	Personal (without pay)	Feb. 4, 2016 & Feb. 5, 2016

ADDENDUM ITEM #I THROUGH #VI

I.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Maureen Conklin <u>R</u>	Cleaner 7 Hours LPS \$32,581 Step 4 w/Longevity A1623.167.050	Cleaner 8 Hours NFHS \$35,267 Step 1 w/Longevity A1623.167.045	February 29, 2016 (probationary period has been previously met)
	Maria Strangio <u>R</u>	Food Service Helper 3 Hours NFHS \$14.08/hour Step 2 C2080.167.045	Cleaner 7 Hours District-Wide – (LPS currently) \$29,938 Step 1 A1623.167.016	February 29, 2016 (probationary period ends May 29, 2016)
II.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Joseph Cirillo <u>R</u>	Food Servicer Helper 3 Hours 79 th Street	\$13.57/hour Step 1 C2080.167.065	February 29, 2016 (probationary period ends October 28, 2016)
	Yolanda Carr <u>R</u>	Food Servicer Helper 3 Hours NFHS	\$13.57/hour Step 1 C2080.167.045	February 29, 2016 (probationary period ends October 28, 2016)
	Matthew Duffy <u>R</u>	Assistant Child Care Assoc. 6 Hours Cataract	\$12.50/hr. Step 1 A2252.173.057	February 29, 2016 (probationary period ends June 29, 2016)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Sarah Martelli R	Food Servicer Helper 3 Hours Kalfas	\$13.57/hour Step 1 C2080.167.059	February 29, 2016 (probationary period ends October 28, 2016)
Janice Mistretta R	Assistant Child Care Assoc. 6 Hours Abate	\$12.50/hr. Step 1 A2252.173.056	February 29, 2016 (pending pre-employment requirements) (probationary period end date to be determined)

III. END OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Shanika Jones	Cleaner 7 Hours Abate (Patricia Kozlowski)	\$31,238 Step 1 w/Longevity A1623.167.056	February 26, 2016

IV. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Nancy Dell	Assist. Child Care Assoc. 6 Hours Niagara Street A2252.173.061	Assist. Child Care Assoc. 6 Hours Cataract A2252.173.057	March 7, 2016

V. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Yolanda Carr	School Monitor Lunch 3 Hours Maple	Other (to take other District position)	February 29, 2016 – October 28, 2016
Mary Beth Manning	Classroom Assoc. Pre-K 5.5 Hrs. GJ Mann	Personal (without pay)	Revised Dates: September 1, 2015 – June 30, 2016
Maria Strangio	Food Service Helper 3 Hours NFHS	Other (to take other District position)	February 29, 2016 – May 28, 2016

VI. SUSPENSIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE DATES</u>
Patrick Jessie	General Laborer Maintenance	Disciplinary Action (3 days without pay)	March 2, March 3, and March 4, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on December 15, 2015 and January 6, 12, 13, 14, 15, 19, 20, 21, 22, 25, 27, 28, 29, and February 1, 2, 3, 8, 9, 10, 11, 12, 18, 2016 for the annual review of special education students and on January 7, 13, 15, 19, 20, 21, 22, 25, 26, 27, 28, 29, February 2, 3, 4, 8, 9, 10, 11, 12, 18, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 02/25/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on January 7, 26, February 1, 3, 4, and 18, 2016 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 02/25/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Grand Tours 5355 Junction Road Lockport, NY 14094	Enrichment Field Trip to Washington, DC	May 11-13, 2016	Sheila Smith	Maria Massaro 1/27/16 Cynthia Bianco 1/27/16
2.	Grand Tours 5355 Junction Road Lockport, NY 14094	Music Competition to Hershey Park, PA	June 10-11, 2016	James Spanbauer	Maria Massaro 1/27/16 Cynthia Bianco 1/27/16
3.	Michael Faustino 36 Royal Brook Lane New York Mills, NY 13417	Presentation	February 17-18, 2016	Richard Carella	Maria Massaro 2/10/16 Cynthia Bianco 2/10/16
4.	Waterford Professional Services Maria Garcia Underwood 1590 East 9400 South Sandy, UT 84093	Workshop	February 17, 2016	Richard Carella	Maria Massaro 2/22/16 Cynthia Bianco 2/22/16

5. Unfinished Business

None

6. NEW BUSINESS

6.01 ACCEPTANCE OF FUNDS FOR THE COMMUNITY SCHOOLS GRANT INITIATIVE (CSGI)

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City of Niagara Falls City School District continuously seeks new and innovative ways to support student learning through the integration of community-sourced services;
and

6.01 ACCEPTANCE OF FUNDS FOR THE COMMUNITY SCHOOLS GRANT INITIATIVE (CSGI) (cont'd.)

WHEREAS, The New York State Education Department has recognized this desire and has supported the initiative with the awarding of a grant to provide varied community-sourced services supporting students within Niagara Falls High School; and

WHEREAS, District staff has met and formulated an application to meet the guidelines of the fundor; and

WHEREAS, Official notification of approval of the application and award in the amount of \$500,000.00 with \$165,994.00 allocated for the 2015-2016 school year has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the Community Schools Grant Initiative (CSGI) grant; and

RESOLVED, That the grant award for the 2015-2016 school year of \$165,994.00 be credited to Revenue Account F3289.600.16 Community Schools Grant Initiative (CSGI) grant ; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Appropriation</u>	<u>Description</u>	
F2103.133.045.6016	Schools Coordinator	\$57,036
F2103.150.002.6016	Grants Coordinator	14,272
F2103.404.007.6016	Contractual	80,615
F2103.540.007.6016	Supplies	3,000
F2103.409.007.6016	Travel	1,288
F2103.803.096.6016	FICA/Medicare	3,294
F2103.970.096.6016	Indirect Cost	6,489
TOTAL		\$165,994

Revenue Code: F3289.600.16

ABSTRACT

1. School District: City of Niagara Falls City School District, New York
2. Title of Project: Community Schools Grant Initiative (CSGI)
3. Funding Source: New York State Education Department
4. Total Budget: \$500,000; 2016-2017: \$165,994
5. Total Staff: 1.0 FTE
6. Number of Students Eligible for Service: 1958
7. Major Objective:

Provide varied community-sourced programming and interventions targeted to high schools students to increase capacity for positive academic outcomes.

6.01 ACCEPTANCE OF FUNDS FOR THE COMMUNITY SCHOOLS GRANT INITIATIVE (CSGI) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

6.02 ACCEPTANCE OF FUNDS FOR THE 2015-2016 EXPANDED PRE-KINDERGARTEN – 3 YEAR OLDS

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$212,987 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2015-2016 Universal Pre-Kindergarten – 3 Year Old Grant; and

RESOLVED, That the grant award of \$212,987 be credited to Revenue Account F3289.330.16 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2510.133.056.3316	PRE-K TEACHER	2.00	\$ 70,000
F2510.150.007.3316	PRE-K ADMINISTRATOR	0.10	10,000
F2510.164.007.3316	SECRETARY	0.10	4,0900
F2510.177.056.3316	ASSOCIATES	4.00	30,000
F2510.404.056.3316	PURCHASED SERVICES		7,630
F2510.540.056.3316	SUPPLIES		45,600
F2510.409.056.3316	TRAVEL		1,400
F2510.800.096.3316	ERS		6,426
F2510.802.096.3316	TRS		11,304
F2510.803.096.3316	FICA/MEDICARE		8,721
F2510.804.096.3316	WORKER'S COMP		2,309
F2510.807.096.3316	HEALTH		10,635
F2510.970.096.3316	INDIRECT COST		<u>4,962</u>
TOTAL		6.20	\$212,987

Revenue Code: F3289.330.16

6.02 ACCEPTANCE OF FUNDS FOR THE 2015-2016 EXPANDED PRE-KINDERGARTEN – 3 YEAR OLDS (cont'd.)

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Expanded Pre-Kindergarten -3 Grant
3. Funding Source: The State Education Department
4. Total Budget: \$212,987
5. Total Staff: 6.20
6. Number of Clients Served: 40 students
7. Major Objectives:

The purpose of the expanded prekindergarten for three year old students in high need school districts grant is to increase the availability of high quality prekindergarten placements for high need children and schools within New York State's low wealth school districts. This prekindergarten grant program will provide additional resources to significantly enhance program quality by requiring grantees to adopt program quality standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

6.03 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION 1003(A) BASIC SCHOOL IMPROVEMENT GRANT

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Section 1003(a) of the Elementary and Secondary Education Act (ESEA) requires that State Education Agencies allocate funds to Local Education Agencies (LEAs) for Title I Priority and Focus Schools to meet the progress goals in their District Comprehensive Improvement Plan and School Comprehensive Education Plan(s) and thereby improve student performance; and

WHEREAS, These funds are to be used to support implementation of school improvement activities as required in the 2015-2019 flexibility waiver; and

WHEREAS, Official notification of approval of the application and award in the amount of \$120,000 has been received; therefore be it

6.03 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION 1003(A) BASIC SCHOOL IMPROVEMENT GRANT (cont'd.)

RESOLVED, That the Niagara Falls Board of Education accepts the funds for the 2015-2016 Title I School Improvement Grant; and

RESOLVED, That the grant award of \$120,000 be credited to Revenue Account F4289.030.16 Title I School Improvement Grant; and

RESOLVED, That the money be expended in the following function/object codes:

F2103.140.049.0316	SCHEDULE B GASKILL	\$8,938
F2103.140.050.0316	SCHEDULE B LASALLE	\$6,756
F2103.140.058.0316	SCHEDULE B HYDE PARK	\$11,446
F2103.140.060.0316	SCHEDULE B MAPLE	\$5,961
F2103.140.061.0316	SCHEDULE B NIAGARA STREET	\$5,167
F2103.140.065.0316	SCHEDULE B 79 TH STREET	\$15,340
F2103.149.049.0316	SUBSTITUTE GASKILL	\$3,330
F2103.149.050.0316	SUBSTITUTE LASALLE	\$3,330
F2103.149.058.0316	SUBSTITUTE HYDE PARK	\$999
F2103.149.060.0316	SUBSTITUTE MAPLE	\$2,997
F2103.149.061.0316	SUBSTITUTE NIAGARA STREET	\$3,330
F2103.159.060.0316	ADMIN SUB – MAPLE	\$300
F2103.404.049.0316	CONTRACTUAL GASKILL	\$2,800
F2103.404.050.0316	CONTRACTUAL LASALLE	\$5,800
F2103.404.058.0316	CONTRACTUAL HP	\$2,800
F2103.404.060.0316	CONTRACTUAL MAPLE	\$5,800
F2103.404.061.0316	CONTRACTUAL NIAGARA STREET	\$8,600
F2103.540.049.0316	SUPPLIES GASKILL	\$2,805
F2103.540.050.0316	SUPPLIES LASALLE	\$1,917
F2103.540.058.0316	SUPPLIES HYDE PARK	\$2,044
F2103.540.060.0316	SUPPLIES MAPLE	\$2,925
F2103.540.061.0316	SUPPLIES NIAGARA STREET	\$1,053
F2103.540.065.0316	SUPPLIES 79TH STREET	\$1,319
F2103.802.096.0316	CERTIFIED RETIREMENT	\$9,241
F2103.803.096.0316	FICA/MEDICARE	\$5,002
TOTAL		\$120,000

Revenue Code F4289.030.16

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Title I School Improvement Section 1003(a) Basic School Improvement Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$120,000
5. Total Staff: 0
6. Number of Clients Served: 7,000
7. Major Objectives/Activities/Evaluation:

We will provide support for the implementation of school improvement activities as required.

6.03 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION 1003(A) BASIC SCHOOL IMPROVEMENT GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

6.04 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE NY44 HEALTH BENEFITS PLAN TRUST

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The District provides health care benefits to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining

Agreements; and

WHEREAS, Through the process of collective bargaining negotiations between the District and the Niagara Falls Teachers Union (NFT) on behalf of teachers and the Administrative and Supervisory Council of the Public Schools, Niagara Falls New York (ASC) on behalf of the Instructional Administrators, and the Civil Service Employees Association Unit 7696 Local 872 (CSEA) on behalf of the Civil Service Employees, the District and the Unions have agreed that medical benefits will be provided through the NY 44 Health Benefits Plan Trust.; and

WHEREAS, Approval of the attached Memorandum of Agreement is required so that enrollment may be continued and billing completed in a timely manner for those retirees needing coverage who may not have applied for Medicare parts A and B as required; now therefore be it

RESOLVED, That the Board of Education hereby approves the attached Memorandum of Agreement between the School District of the City of Niagara Falls New York and the NY 44 Health Benefits Plan Trust; and further

RESOLVED, That the Memorandum of Agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED The President be and he is hereby authorized to execute the attached memorandum of Agreement and any and all documents necessary to implement this Resolution including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached contract and all documents necessary to implement this Resolution.

**6.04 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE
NY44 HEALTH BENEFITS PLAN TRUST (cont'd.)**

Memorandum of Agreement

By and Between:

The NY44 Health Benefits Plan Trust (hereinafter known as the Trust) and the Niagara Falls City School District (hereinafter known as the District) each for good and valuable consideration agree as follows:

1. The Niagara Falls City School District has agreed to participate in the Trust, effective July 1, 2011. This will include health coverage for eligible district retirees and spouses.
2. The Trust requires that all retirees of participating districts and their spouses, who are age 65 or over, must apply for and enroll in Medicare Parts A and B and does not provide health coverage through the Trust for those individuals who do not meet this requirement.
3. The District's current health coverage that is in effect until June 30, 2016 requires the retirees and/ or their spouses who are age 65 or over to apply for and enroll in Medicare Parts A and B.
4. Based on the fact that the next opportunity for eligible retirees and/ or spouses to enroll in Medicare Parts A and B is January 1, 2016 to March 31, 2016, the District has requested and the Trust has agreed to waive its usual requirements for Medicare Parts A and B participation.
5. The Trust hereby agrees to wave its usual requirements for those eligible spouses and/ or retirees who have not elected to participate in Medicare Parts A and B. In consideration for this action by the Trust, the District will pay to the Trust, in addition to the established single or family contribution rate for that period for each retiree and spouse who are the subjects of this memorandum of agreement (and as indicated in the Attachment A), the additional amount of \$450 per month for each such single and \$875 per month for each such family.
6. The Trust's waiver of its usual requirements for Medicare Parts A and B participation will end as of 11:59 PM on June 30, 2016 and eligibility for coverage under the Trust shall cease.

Cynthia Bianco
Superintendent of Schools
Niagara Falls City SD

Date

Nick Vilaro
Board of Education, President
Niagara Falls City SD

Date

John Pope
Trust Chair
NY44 Health Benefits Plan Trust

Date

Darleen Michalak, Ph.D.
Plan Administrator/ Ex-Officio Trustee
NY44 Health Benefits Plan Trust

Date

6.04 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE NY44 HEALTH BENEFITS PLAN TRUST (cont'd.)

Memorandum of Agreement

**Attachment A
as of January 2016**

The following individuals are impacted by paragraph 5:

Longo, Charles	Family	\$875 additional per month
Miller, Patricia	Employee	\$450 additional per month

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

6.05 APPROVAL OF PROPERTY DAMAGE CLAIM – JOANNE ZIMMERMAN

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

Mr. Restaino asked if this was someone visiting the school.

Ms. Massaro replied that she is a teacher. She assured the Board that all the necessary papers were filed and noted that the contract limit is \$500.

WHEREAS, A claim for reimbursement for damage to personal property incurred while on duty has been submitted by a member of the Certificated staff; and

WHEREAS, All required documentation has been submitted to the Business Office and has been reviewed and found acceptable to establish that the claim is valid; therefore be it

RESOLVED, That the Board of Education approves the claim and authorizes payment of \$500.00 to Joanne Zimmerman, 7277 Lakeview Court, North Tonawanda, NY 14120, for damage to personal property incurred while on duty.

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Restaino, and Mr. Vilardo,

Nays: Mr. Petrozzi

Carried

6.06 APPROVAL OF NOMINATION OF *VINCENT J. CANCEMI* FOR THE VACANCY OF BOARD MEMBER FOR THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) FOR ORLEANS-NIAGARA COUNTIES

Mr. Jocoy moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Niagara Falls Board of Education is a member of the Board of Cooperative Educational Services for Orleans-Niagara Counties (BOCES); and

WHEREAS, This School District has been advised that the term of *Johnny Destino* as a member of the Orleans/Niagara Board of Cooperative Educational Services will expire June 30, 2016; and

WHEREAS, The re-election or replacement of this board must occur at a regular meeting of the Niagara Falls Board of Education which must be held on April 26, 2016; and

WHEREAS, As a component district, the Niagara Falls Board of Education has the right to nominate an individual to fill such seat; and

WHEREAS, The Niagara Falls Board of Education must notify the Clerk of the BOCES Board in writing at least thirty (30) days (**no later than March 24th**) prior to the date of the election and meeting of its nomination; and

WHEREAS, This school district wants to nominate a person who is familiar with both the needs of the Niagara Falls City School District and the community, now; therefore, be it

RESOLVED, That *Vincent J. Cancemi, who resides at 3923 McKoon Avenue, Niagara Falls, New York*, be nominated by the Niagara Falls Board of Education for the vacancy of Board Member for the Board of Cooperative Educational Services for Orleans-Niagara Counties and that the School District Clerk be authorized and directed to forward his/her name as the Board of Education's nominee; and be it further

RESOLVED, That the Superintendent and the Board President be directed to convey on behalf of the Niagara Falls Board of Education and School District to *Johnny Destino*, their appreciation for his dedicated representation of the District on the Board of Cooperative Educational Services for Orleans-Niagara Counties (BOCES).

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
February 25, 2016

Mrs. Bianco extended kudos to Coaches Jonathan Robbins, Izzy Martinez, and Rich Meranto and the 13 Indoor Track athletes who qualified for the Sectionals. We wish them luck.

CONGRATULATIONS TO...

-Niagara Street Elementary School's vocal music teacher Ms. Christina Custode for earning five Grammy nominations for her original song "Fire."

-Eight Niagara Falls High School students who earned Microsoft Office Certification through the SUNY Attain Lab.

-Gaskill and LaSalle Prep Schools' Robotic Club members who earned a second and a third place finish at the State-Level Championship Competition in Rochester earlier this month.

OTHER REPORTS

BAK – There are two tablets that were designed specifically for our District, Juno and Saturn. Ms. Sprague introduced the model tablet Juno that has a detachable keyboard. The tablet will be piloted by our Pre-K – 1st grade students at GJ Mann School.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
February 25, 2016

OTHER REPORTS (cont'd.)

PRE-K3 PROGRAM - Mr. Laurrie reported that the Pre-K3 Program is fantastic. He stated that the State will be doing a financial audit and a program site-visit for both the three and four-year old programs in May.

MEDICAID AUDIT – An audit of the District's Medicaid program was conducted by Bonadio Internal Auditing Firm. The outcome of the audit was favorable due to the outstanding work of the District's staff team that included Ms. Maria Massaro, Ms. Liz Carroll, Mrs. Becky Holody, Mr. Ray Granieri, and Mr. Mark Laurrie.

WASHINGTON TRIP – Mr. Laurrie highlighted the schedule for the students traveling to Washington D.C. for a visit to the White House to witness President Barack Obama and First Lady Michelle Obama greet Canadian Prime Minister Justin Trudeau on the South Lawn of the White House. Twenty-nine students from Ms. Julie Conti's U.S. Government Advanced Placement course and three chaperones are scheduled to leave NFHS for Washington on March 9th. It's an overnight trip that will not only include a visit to the White House, but a tour of some of the capitol buildings. An informational meeting will be held for the parents next Thursday (March 3rd) at NFHS. Ms. Conti took the lead on this event and did a fantastic job on making the arrangements. Mrs. Glaser will be working on the publicity for this trip.

Mrs. Bianco announced that financial support for the trip is being sought from the Niagara Falls Education Foundation.

79TH STREET ELEMENTARY SCHOOL – Mrs. Bianco stated that the District is reaching out to Senator Robert G. Ort and NYS Assemblyman John Ceretto for support of bullet aid to update and repair the playground at 79th Street School. It is estimated that the project will cost approximately \$160,000.

AUTISM PROGRAM – A classroom visit has been requested by an interested party.

GATEWAY LAWN – This agency will provide mental health counseling.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
February 25, 2016

OTHER REPORTS (cont'd.)

PHOTO – Mrs. Bianco presented a photo of Mr. Vilardo to be hung with the other Board members who have served as President of the Niagara Falls Board of Education.

COMMENTS BY BOARD MEMBERS

Mr. Vilardo requested a presentation on the process for the naming of school District facility(ies) at the March 10th Board Review Session.

Mr. Paretto congratulated the Wolverine Boys basketball team for a successful season. He thanked the Superintendent and her staff for preparing a good budget.

Mr. Cancemi congratulated Ms. Massaro and team for the successful audit of the Medicaid Program. He commended the District and NCCC for their collaboration that opens doors for our students to attend college.

Mr. Vilardo thanked the Superintendent and her staff for their excellent work on the budget for 2016/17 school year. He knows it was hard work.

Mr. Vilardo reported that he attended PAL's dinner where students were recognized and honored. It was an exciting evening.

EXECUTIVE SESSION

A motion for Executive Session was made at approximately 7:40 p.m. by Mr. Restaino for the purpose of discussing matters concerning current litigation, sale of property, and Collective Bargaining negotiations under the Taylor Law. Rev. Dobbs seconded the motion; all present were in favor.

EXECUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES AND ADJOURNS

At 8:20 p.m. Mr. Jocoy motioned that Executive Session be adjourned and that the February 25, 2016 Regular Meeting be reconvened and adjourned in memory of the following who recently passed away;

EXCUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES AND ADJOURNS (cont'd.)

seconded by Rev. Dobbs. All were in favor; there were no objections, motion carried unanimously by those present.

*Mr. Henry "Hank" J. Mountain, retired custodian of the former 95th St. School now known as GJ Mann

*Mr. Anthony Colangelo, father of Julia Meyers (Math teacher @LPS) and Christina Scarpace (former substitute teacher), brother of Guilio Colangelo (Business teacher @ NFHS), and brother-in-law of Elizabeth Colangelo (teacher @ Abate)

*Mr. Raymond Granieri, father of Ray Granieri (System Engineer) and father-in-law of Lisa Granieri (TA @ Maple)

*Mr. George Durkin, father of Colleen Durkin (TA @ Maple) and father-in-law of Chiara Durkin (teacher @Kalfas)

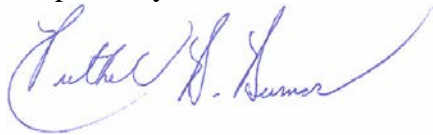
*Mr. Phillip Lewis, husband of Loretta I. Silvestri-Lewis (retired teacher) and brother-in-law of Linda M. Silvestri (ESL @ Mann)

*Mrs. Mary A. Capilupi, aunt of Diana (HRO Secretary) and Robert Restaino (Board member), and Al Capilupi (Cleaner @ CEC/Central Office)

*Mrs. Francesca Capilupi, mother of Diana (HRO Secretary) and mother-in-law of Robert Restaino (Board member), and mother of Al Capilupi (Cleaner @ CEC/Central Office)

*Ms. Elise Bastardo, cousin of Patricia Felton (Deputy Supt secretary) and Julie Colosi (teacher @ NFHS)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MARCH 2016 MEETINGS - MINUTES

DATE: March 10, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Rev. Dobbs, Mr. Paretto, Mr. Petrozzi (6:15 pm),
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

MEMBERS ABSENT: Mr. Cancemi and Mr. Jocoy (both excused)

TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- Facility Naming Policy – *Mrs. Bianco, Ms. Massaro, Board*
- Budget: Scenarios – *Mrs. Bianco, Mrs. Holody*
- Agenda Review – March 17th Regular Meeting –
Mrs. Dumas/Ms. Massaro

EXECUTIVE SESSION

At 6:27 p.m. a motion for Executive Session was made by Mr. Paretto for the purpose of discussing the appointment/employment/promotion /assignment and transfer of a person, persons or corporation and current litigation. Rev. Dobbs seconded the motion; all were in favor.

EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES AND ADJOURNS

Executive Session adjourned and the March 10, 2016 Board Review Session was reconvened and adjourned upon the motion of Mrs. Rotella, seconded by Rev. Dobbs.

All were in favor; motion carried unanimously by those present.

The March 10, 2016, Board Review Session was adjourned at 7:30 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a large, sweeping flourish extending to the right.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MARCH 2016 MEETINGS - MINUTES

DATE: March 17, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

MEMBERS ABSENT: Mr. Jocoy, Mr. Restaino, and Mr. Vilardo (*all excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- Washington Trip – *Mrs. Bianco, Ms. Conti, and students*
- TechSteps – *Mr. Carella and Mr. Ventry*
- Property Tax Report Card – *Mr. Giarizzo*
- Review of Agenda for March 17th – *Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 6:45 p.m., a motion for Executive Session was made by Rev. Dobbs for the purpose of discussing contractual matters and pending litigation. Mr. Paretto seconded the motion; all present were in favor.

EXECUTIVE SESSION ADJOURNED/ARS RECONVENES AND CONCLUDES

Executive Session was recessed at 7:00 p.m. All present were in favor.

CALL TO ORDER:

The Regular Meeting was called to order by Vice President Carmelette Rotella, who presided over the meeting in the absence of Mr. Vilardo, at 7:05 p.m. All Board members were present with the exception of Mr. Jocoy, Mr. Restaino, and Mr. Vilardo.

ORAL COMMUNICATIONS

Mr. Marcus Lathem, NFT President, wished everyone a Happy St. Patrick's Day. He thanked everyone for supporting the Washington, D.C. trip that afforded 29 District students the opportunity to see President Barack Obama, First Lady Michelle Obama, and to witness the visit of Prime Minister Justin Trudeau to the White House. He acknowledged the success of Niagara Street Elementary School's vocal music teacher who earned Grammy nominations for her original song "Fire." Mr. Lathem stated that the budget scenarios are good, but would like the Board to reconsider reinstating art, music, and so on at the elementary schools if more money comes in. These are the programs that enhance student learning and bring in the creativity that will benefit them in more ways than a canned lesson.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Cancemi moved for approval of the following minutes. Rev. Dobbs seconded the motion.

February 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #8

Rev. Dobbs moved for approval of the following resolution on Approval of Budget Transfer #8. Mr. Paretto seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$203,426.79 among the following fund, function, object, and location codes:

General Fund:	\$ 201,881.88
Special Aid Funds:	\$1,544.91

The motion was approved unanimously by those present.

BID #1 – JANITORIAL SUPPLIES

Mr. Cancemi moved for approval of the following resolution on Janitorial Supplies - Bid No. 1, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds are available in the "Inventory Reserve Fund" established by the Board of Education on July 1, 1978; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 1 - Janitorial Supplies; and

WHEREAS, Legal notice was published January 21, 2016 and bid documents were mailed to or secured by 19 potential bidders; and

WHEREAS, Bids were publicly opened and read on February 11, 2016 and 16 properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. David Spacone, Supervisor of Operations and Maintenance; Earl Smeal, Purchasing Agent, therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award these contracts to the lowest responsible bidders in accordance with specifications, as follows:

<u>Award</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
1A	Central Poly	3	17,866.00
1B	Chudy	8	25,233.00
1C	Corr	1	247.68
1D	Dobmeier	2	232.20
1E	Hill & Markes	1	2,320.00
1F	Veritiv	3	<u>1,272.96</u>
	Released to Open Market	<u>1</u>	
	Total	19	\$47,71.84

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

BID #2 – PAPER SUPPLIES

Mr. Cancemi moved for approval of the following resolution on Paper Supplies - Bid No. 2, for the 2015-2016 School Year. Rev. Dobbs seconded the motion.

WHEREAS, Funds are available in the "Inventory Reserve Fund" established by the Board of Education on July 1, 1978; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 2 - Paper Supplies; and

WHEREAS, Legal notice was published February 10, 2016 and bid documents were mailed to or secured by eight potential bidders; and

WHEREAS, Bids were publicly opened and read on March 10, 2016, and five properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
2A	W.B.Mason	18	\$108,383.60
2B	Veritiv	5	2,518.00
	Total	23	\$110,901.60

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Reports for January 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for March 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Peratto moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VII.
Rev. Dobbs seconded the motion.

I. RETIREMENTS – (REVISION)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Kathryn Penale	Teacher Kindergarten Niagara Street	23 years 2 months	April 4, 2016 (Revised Date)

II. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
John Weatherston <u>R</u>	Teacher Business NFHS (Frank Orfano)	\$47,298 Step 2-30M A2103.149.097	November 30, 2015 – March 9, 2016 (Converted on 3/07/16)

*III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ashley Andreana <u>R</u>	Teacher Kindergarten Niagara Street (Kathryn Penale)	\$48,125 Step 2-40M A2110.110.061	April 5, 2016 – June 30, 2016

IV. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Joseph Contento, Jr.	Teacher Math NFHS A2126.130.045	TSA as Athletic Director NFHS A2103.138.045	July 1, 2016

V. RECISION OF LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roberta Cortese	Teacher Kindergarten Abate	Medical (without pay)	Recision of Dates: February 29, 2016 – April 29, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI.	<u>LEAVE OF ABSENCE</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	<u>NAME</u>			
	Amylynn Benjamin	Teacher Grade 2 Maple	Medical (without pay)	March 4, 2016 – April 13, 2016
	Colleen Durkin	Teaching Assistant Maple	Personal Leave (without pay)	February 29, 2016 – March 4, 2016
	Debra Morgan	Teacher Math NFHS	Medical Leave (without pay)	February 29, 2016 – March 1, 2016 & April 4, 2016 – April 22, 2016
	Jacqueline Vogt	Teacher Special Education Abate	Medical Leave (without pay)	March 3, 2016 – March 4, 2016
VII.	<u>SCHEDULE B</u>			
1.	<u>TRC DIRECTOR – NFHS – NTE 330 SCHEDULE B HOURS – JULY 1, 2016 – JUNE 30, 2017 – F2070.140.045.8117</u>			
	Karen Waugaman			
2.	<u>TRC DIRECTOR TRANSITION – NFHS – NTE 20 SCHEDULE B HOURS – APRIL 4, 2016 – JUNE 30, 2016 – F2070.140.045.8117</u>			
	Karen Waugaman			
3.	<u>AFTER SCHOOL PROGRAM – GPS – NTE 60 HOURS COMBINED FOR THE TWO (2) EMPLOYEES BELOW – FEBRUARY 2016 TO MAY 2016 – (REVISED HOURS)</u>			
	Joseph Lozina	Carrie Roeser		

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Classified Staff, Items #I through #VIII.
Mr. Cancemi seconded the motion.

I. PROMOTIONAL/PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Rick Dumas <u>R</u>	Porter Hyde Park \$39,750 Step 2 w/Longevity A1623.162.058	Custodian Hyde Park \$47,205 Step 1 w/Longevity A1623.162.058	March 18, 2016

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Monique Jackson <u>R</u>	Classroom Assoc. Pre-K 5.5 Hrs. Abate	\$13.46/hr. Step 1 F2510.177.056.3116	March 21, 2016 (pending pre-employment requirements & probationary period to be determined)

III. TEMPORARY APPOINTMENTS

1. PREPARATION FOR THE SCHOOL BOARD ELECTIONS – MAY 17, 2016 – NTE 40 HOURS @ \$20.00/HOUR – A1060.463.028

John Owens

III. TEMPORARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Shanika Jones	Cleaner 7 Hours Maintenance (District-wide)	\$31,238 Step 1 w/Longevity A1623.167.016	March 21, 2016 – April 30, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$29,938 Step 1 A1623.167.016	March 21, 2016 – April 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. END OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Rick Dumas	Custodian Hyde Park (Daniel Travis)	\$47,205 Step 1 w/Longevity A1623.162.058	March 17, 2016

V. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	April 1, 2016 – April 30, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$30,988 Step 1 w/Longevity A1623.167.016	April 1, 2016 – April 30, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	April 1, 2016 – April 30, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	April 1, 2016 – April 30, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$48,355 Step 1 w/Longevity A1623.162.061	April 1, 2016 – April 30, 2016

*VI. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
MaryAnn Fennell	Health Associate 6 Hours Abate A2815.174.056	Health Associate 6 Hours Abate (.6) – A2815.174.056 Hyde Park (.4) – A2815.174.056	April 4, 2016

VII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
China Ewing	Food Service Helper 3 Hours Niagara Street (probationary)	Food Service Helper 3 Hours Niagara Street	March 8, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Rick Dumas	Porter Hyde Park	Other (to take other District position)	March 18, 2016 – March 17, 2017
Pamela Fuller	Senior School Monitor 7 Hours Abate	Medical (without pay)	February 18, 2016 – March 18, 2016
Paul Marion	General Repairer Maintenance	Military (with pay)	March 7, 2016 – March 17, 2016
Concetta Merante	School Monitor Lunch 3 Hours GPS	Medical (without pay)	February 19, 2016 – June 30, 2016
Bonnie O'Leary	Food Service Helper 3.5 Hours NFHS	Personal (without pay)	February 29, 2016 – October 31, 2016
James Tiede	General Repairer Maintenance	Military (with pay)	February 8, 2016 – February 12, 2016

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on on January 25, 27, and February, 08, 09, 10, 11, 18, 22, 23, 24, 25, 29 and March 01, 02, 03, 04, 07, 08, 09, 10, 11, 2016 for the the annual review of special education students and WHEREAS, The Board of Education is required by law to take action on January , 25, February 18, 19, 23, 24, 25, 26, and March 01, 02, 04, 08, 09, 10, 11, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see “Meetings”, 2016, 03/17/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on February 22, 29, March 3, 4, 2016 to review and initiate the placement of preschool students with disabilities and on February 25, March 1, 8, 9, 10, 2016 for the Annual Review of Preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations (**BoardDocs, see “Meetings”, 2016, 03/17/16, 4, 4.09**) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016-2017 school years.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Suzanne D. Kuntz Learn Thru Movement, Inc. P.O. Box 4017 Ithaca, NY 14852	Presentation	April 18 and 28, 2016	Richard Carella	Maria Massaro 3/4/16 Cynthia Bianco 3/4/16
2.	Best Waster Plus BWI 6755 Dorsey Road Elkridge, MD 21075	Enrichment Trip	May 11-13, 2016	Derek Frommert	Maria Massaro 3/8/16 Cynthia Bianco 3/8/16
3.	The Conference & Event Center Niagara Falls 101 Old Fall Street Niagara Falls, NY 14303	Breakfast/Award Ceremony	June 22, 2016	Cynthia Jones	Maria Massaro 3/8/16 Cynthia Bianco 3/8/16
4.	Via Evaluation, Inc. 628 Washington Street, 4 th Floor Buffalo, NY 14203	Presentation	August 31, 2016	Michael Lewis	Maria Massaro 3/15/16 Cynthia Bianco 3/15/16

5. Unfinished Business

None

6. NEW BUSINESS

6.01 SUPERINTENDENT'S RECOMMENDED GENERAL FUND BUDGET FOR SCHOOL YEAR 2016-2017

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, To assist the Board of Education in the preparation of its proposed budget, the Superintendent has met with the staff/schools and reviewed budget requirements of various departments/schools for the 2016 – 2017 fiscal year; and

WHEREAS, Based on information received, the Superintendent prepared her recommendation for the 2016-2017 budget in the amount of \$137,055,127 which are herewith submitted to the Board for its action; therefore be it

RESOLVED, That the Superintendent's recommendation for the proposed General Fund Budget for school year 2016-2017 in the amount of \$137,055,127, herewith submitted is received and filed by this Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.02 APPROVAL OF PROPOSITION FOR BUDGET VOTE – MAY 17, 2016

Mr. Petrozzi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Board of Education agrees that the proposition to be placed before the voters is as follows:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2016-2017 budget in the total amount of \$137,055,127 and to levy the necessary tax; therefore be it

RESOLVED, That the Board of Education designate the proposition to be voted upon to read “Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2016-2017 budget in the total amount of \$137,055,127 and to levy the necessary tax?”

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.03 ACCEPTANCE AND APPROVAL OF THE REAL PROPERTY TAX REPORT CARD FOR 2016-2017

Mr. Cancemi moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

IT IS HEREBY RESOLVED, That the Board of Education accepts and approves the real property tax report card (attached) prepared from the budget approved for 2016-17 in the total amount of \$137,055,127 and directs the Business Administrator to submit this report card to SED by the close of business tomorrow March 18, 2016.

**6.03 ACCEPTANCE AND APPROVAL OF THE REAL PROPERTY TAX
REPORT CARD FOR 2016-2017 (cont'd.)**

Property Tax Report Card 2016-2017			
400800 - City School District of the City of Niagara Falls NY			
	Budgeted 2015-2016	Budgeted 2016-2017	Percent Change
Total Proposed Spending	\$133,605,602	\$137,055,127	2.58%
Total Proposed School Year Tax Levy	\$25,828,989	\$25,828,989	0.00%
Permissible Exclusions to School Tax Levy Limit	\$2,326,658	\$2,716,553	
Proposed School Year Tax Levy (not including Permissible Exclusions to the Tax Levy Limit)	\$23,502,331	\$23,112,436	
School Tax Levy Limit (Not including exclusions)	\$23,152,432	\$23,487,949	
Difference (positive value requires 60.0% voter approval)	\$349,899	(\$375,513)	
Public School Enrollment	7216	7100	-1.61%
Consumer Price Index			1.0012%
	Actual 2015-2016	Estimated 2016-2017	
Adjusted Restricted Fund Balance	\$1,337,394	\$1,500,000	
Adjusted Appropriated Fund Balance	\$2,121,473	\$2,100,000	
Adjusted Unrestricted Fund Balance	\$5,344,224	\$4,900,000	
Adjusted Unassigned Fund Balance as a	4.00%	3.58%	
Percent of the Total Budget			

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

**6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES,
AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL
BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,
NEW YORK**

Mr. Barstys moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The annual school election/budget vote of the Niagara Falls School District will be held on **Tuesday, May 17, 2016**; and

WHEREAS, The New York State Education Law requires the Board of Education to follow specific directions with regard to the election; and

6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

WHEREAS, In addition the law also requires that a public hearing on the budget be held not less than seven (7) days or no more than fourteen (14) days before the budget vote; and

WHEREAS, This resolution provides those directions; therefore, be it

RESOLVED, That the following be adopted and implemented as official procedure for the **2016** School Board Election/Budget Vote:

RESOLVED BY THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, IN THE COUNTY OF NIAGARA, NEW YORK as follows:

Section 1. The **Public Hearing** on the School Budget shall be held on Thursday, **May 5, 2016**, at **7:30 p.m.** at **Niagara Falls High School (Amphitheatre, 3rd Floor)**, located at **4455 Porter Road, Niagara Falls, New York**. The annual school election/budget vote of the City School District of the City of Niagara Falls shall be held on **May 17, 2016**, at 12:00 o'clock noon (E.D.S.T.) for the following purpose:

1. To elect **two members** to the Board of Education, who will each serve a full five (5) year term commencing **July 1, 2016**.
2. To adopt the annual budget of the school district for the fiscal year **2016/17** and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock **P.M.** and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

Section 2. The voting at such election will be held in the school election districts designated and established by resolutions of the Board of Education adopted March 13, 2014, and such voting shall be held at the particular polling places for said school election districts as designated by resolution of the Board of Education at its **March 17, 2016** Regular Meeting. A list of such school election district polling site for each shall be as set forth in Schedule A, as follows:

SCHEDULE A

**2016 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECT DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
5		*6 , 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9 , 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.

6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

SCHEDULE A

**2016 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECT DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2 , 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5 , 6	Niagara Falls Public Library	1425 Main Street
12		*7 , 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 th	*1 , 2, 3	St. Raphael Parish Center	1018 College Ave.
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED**

Section 3. Notice of such election/budget vote (**see Attachment 1**) and the business to be acted upon thereat shall be given as required by law and published in the **Niagara Gazette** newspaper published in Niagara Falls, New York, such publications to be made four (4) times within the seven (7) weeks preceding the date of the annual election/budget vote. The initial advertisement shall appear at least forty-five (45) days (**April 2, 2016**) before the date of the election/budget vote.

Section 4. Such notice of such election shall be of such form and content as it required by law, including without limitation sections 2004 and 2007 of the Education Law. Each such notice shall state the day of the election to which it refers and the hours during which the polls are to be opened, shall state that an accurate description of the boundaries of the school election districts into which the school district is divided is on file and may be inspected in the office of the Board of Education, shall be held, shall state in substance any proposition which is to be submitted at such election and shall contain all provisions required by law. The Clerk of the Board of Education shall cause due and timely publication of such notice.

6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

Section 5. The Clerk of the Board of Education is hereby directed to cause a copy of the appropriate register of voters to be delivered on the day of said election before the opening of the polls on such day to the inspectors of each polling place with the school district at the place or places where such election is to be held. Upon the closing the polls at such election, the ballots cast thereat shall be counted or canvassed by the inspectors of election in the manner provided by Section 2610 of the Education Law.

The votes cast for each candidate or proposition(s) shall be tallied and counted by the inspectors and a statement shall be made by them containing the names of each candidate receiving votes in such district and the number of votes cast for each proposition. Such statement shall be signed by the inspectors of election. The statement of the canvass of the votes shall be delivered to the Clerk of the Board of Education not later than the day following the election to which it refers and at which such votes were cast. The inspectors of election shall take all action and do all things necessary or required by law in connection with their performance or their duties incidental to such annual school election.

Date: **April 2, 2016**

Ruthel D. Dumas, Clerk of the Board of Education

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NOTICE OF ANNUAL SCHOOL DISTRICT PUBLIC HEARING ON BUDGET VOTE

NOTICE IS HEREBY GIVEN that a **Public Hearing** for the voters of the City School District of the City of Niagara Falls **2016-17** budget and expenditure of funds vote will be held on Thursday, **May 5, 2016**, at **7:30 p.m.**, at **Niagara Falls High School (Amphitheatre, 3rd Floor)**, located at **4455 Porter Road**, Niagara Falls, New York.

TAKE FURTHER NOTICE that the Board of Education of this District will have prepared and completed a detailed statement in writing of the amount of money which will be required for the ensuing fiscal year, **2016-17**, for school purposes, specifying the several purposes and amount of each, together with the text of any resolution which will be presented to the voters. The amount of each purchase estimated necessary for payments to Boards of Cooperative Education Services shall be set forth in full with no deduction of estimated state aid. Said statement will be available, upon request, to taxpayers within this District during the hours of 9:00 a.m. to 4:00 p.m. from **April 27th through May 17th** with the exception of Saturdays, Sundays or holidays at each schoolhouse in the District.

TAKE FURTHER NOTICE That a copy of such statement may be obtained from the District Clerk's Office each day other than Saturday, Sunday or holidays during the hours of 9:00 a.m. to 4:00 p.m. during the period of **April 27th through May 17th**.

TAKE FURTHER NOTICE that the annual school election/budget vote of the City School District of the City of Niagara Falls shall be held on **May 17, 2016**, at 12:00 o'clock noon (E.D.S.T.) to 9:00 p.m. for the following purposes:

1. To elect **two members** to the Board of Education, who each will serve a full five-year term of office commencing **July 1, 2016**. Petitions nominating candidates for the office of member of the board of education must be filed in the office of the clerk of the district between the hours of 9:00 a.m. and 5:00 p.m., not later than **April 27, 2016**. The petition must be signed by at least 100 qualified voters.
2. To adopt the annual budget of the school district for the fiscal year **2016/17** and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

The voting at such annual school district election/budget vote shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

TAKE FURTHER NOTICE that the voting at such election will be held in the school election district polling sites designated and established by resolution of the Board of Education adopted **March 17, 2016**. Polling sites for the election/budget vote to be held on **May 17, 2016**, are listed at the end of this notice.

TAKE FURTHER NOTICE that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year 2016/17 proposition will be presented as follows:

PROPOSITION NO. 1

Shall the following resolution be adopted to-wit:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed **2016-2017** budget in the total amount of **\$137,055,127** and to levy the necessary tax; therefore be it?

TAKE FURTHER NOTICE that applications for absentee ballots may be applied for at the office of the clerk of the district at 630 66th Street, Niagara Falls, NY. A list of all persons to whom absentee ballots have been issued will be available in the said office of the clerk on each of the five (5) business days prior to the day of the election and that such list will also be posted at the polling places on the day of the election.

TAKE FURTHER NOTICE that the board of registration shall meet to prepare the register of the school district on **Monday, April 25, 2016** between the hours of 10:00 a.m. and 8:00 p.m. at **Niagara Falls High School**, located at **4455 Porter Road**, Niagara Falls, New York.

Any qualified person may have his/her name placed upon such register who shall present themselves personally for registration. The register prepared will be filed in the office of the clerk of the district and will be open for inspection by any qualified voter of the district during the hours of 9:00 a.m. to 4:00 p.m. on Monday through Friday, beginning Tuesday, April 26, 2016 until the day of election, May 17, 2016.

SCHEDULE A

2016 POLLING PLACES CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECT DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
5		*6 , 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9 , 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.

**6.04 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES,
AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL
BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,
NEW YORK (cont'd.)**

SCHEDULE A

**2016 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECT DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2 , 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5 , 6	Niagara Falls Public Library	1425 Main Street
12		*7 , 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 th	*1 , 2, 3	St. Raphael Parish Center	1018 College Ave.
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED** - If you have any further questions concerning your registration, poll site or applying for an absentee ballot, please call the District Clerk at 286-4204

Date: April 2, 16, 30 & May 14, 2016

*Ruthel D. Dumas
Clerk of the Niagara Falls
Board of Education*

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.05 APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS FOR 2016

Mr. Petrozzi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

Mr. Cancemi asked if an additional machine is added, would more custodians be needed.

Mrs. Dumas replied no; the number of machines would be the same used in the previous election because of the elimination and combining of one election district and the cost would be the same for the custodians.

WHEREAS, An election will be held on **Tuesday, May 17, 2016**, to choose **two** members for the Niagara Falls Board of Education, to vote on the school budget and any other propositions; and

WHEREAS, The Board at its **March 17, 2016** Regular Meeting established the number and location of election polls; and

WHEREAS, Each election poll requires the use of one or more voting machines, which in turn require the services of voting machine custodians for the necessary services; therefore, be it

RESOLVED, That the Niagara Falls Board of Education appoint as Voting Machine Custodians for **2016** the following four people:

Ann Marie Hauptner, Head
628 Chestnut Avenue
Niagara Falls, NY 14305

Joe Palka
8931 Hennepin Avenue
Niagara Falls, NY 14304

David Tothill
2256 Ontario Avenue
Niagara Falls, NY 14305

Elaine Timm
1283 – 93rd Street
Niagara Falls, NY 14304

RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be paid \$600.00 for her services, and therefore, be it

RESOLVED, That Voting Machine Custodians Joe Palka, David Tothill, and Elaine Timm each be paid \$450.00 for their services, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner is authorized, if needed, to assist the District Clerk at workshops to be held for election inspectors on **Monday, May 16, 2016**, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be compensated **\$25.00** for each workshop.

**6.05 APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS
FOR 2016 (cont'd.)**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

**6.06 APPROVAL OF AGREEMENT BETWEEN NIAGARA COUNTY, NEW YORK
THROUGH NIAGARA COUNTY BOARD OF ELECTIONS ("COUNTY") AND THE
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK ("DISTRICT")
FOR USE OF BALLOT MARKING DEVICE (BMD) VOTING MACHINES**

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, New York State Election Law allows the Niagara County Board of Election to permit public entities, including School Districts, within the County to use voting machines and other equipment owned by it in the conduct of elections, upon such terms and conditions, fixed by the Board of Elections; and

WHEREAS, The Commissioners of the Niagara County Board of Elections and representatives of the District have agreed upon the terms of the District's use of twenty-three (23) Ballot Marking Device (BMD) Voting Machines in connection with the District's **Annual School Election and Budget Vote** to be held **May 17, 2016**; now therefore be it

RESOLVED, The Board hereby approves the Agreement with Niagara County, New York, attached hereto, providing for use of twenty-three (23) Ballot Marking Device (BMD) Machines, with the District paying the County fixed and variable fees and expenses as set forth in **Schedule "A"** of the attached Agreement; and further

RESOLVED, That the Agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education is authorized to execute the attached Agreement; and further

RESOLVED, That the District Clerk take all action necessary to implement this Resolution.

AGREEMENT

THIS AGREEMENT, dated the ___ day of __, **2016**, the County of Niagara, New York, a municipal corporation of the state of New York, having its principal office at 175 Hawley Street, Lockport, New York, acting through its duly constituted Niagara County Board of Elections, hereinafter called the "COUNTY" and the City School District of the City of Niagara Falls, New York with its principal office at 630 66TH Street, Niagara Falls, New York, hereinafter called the "DISTRICT".

6.06 APPROVAL OF AGREEMENT BETWEEN NIAGARA COUNTY, NEW YORK THROUGH NIAGARA COUNTY BOARD OF ELECTIONS ("COUNTY") AND THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK ("DISTRICT") FOR USE OF BALLOT MARKING DEVICE (BMD) VOTING MACHINES (cont'd.)

RECITALS

The DISTRICT requires the use of 22 Ballot Marking Device ("BMD"), 44 regular metal voting booths, 22 handicap metal voting booths, 22 table top voting booths, 23 ballot bags, 24 blue & red duffle bags, and an additional 1 Ballot Marking Devices ("BMD") as spare in connection with the School Election/ Budget vote to be held on May 17, 2016; and

Section 3-224 of the New York State Election Law, entitled "voting machine; use by other than the board of elections" permits the Niagara County Board of Election to permit, towns, villages, school districts and other public entities within the County to use voting machines and other equipment owned by it and used, among other things, in the conduct of elections, upon such rental and other terms and conditions, shall be fixed by the Niagara County Board of Elections; and

The Commissioners of the Niagara County Board of Elections and representatives of the DISTRICT have agreed upon the DISTRICT's use of 22 BMD'S, 44 regular voting metal voting booths, 22 handicap metal voting booths, 22 table top voting booths, 23 ballot bags, 24 blue & red duffle bags, and an additional 1 Ballot Marking Devices ("BMD") as a spare in connection with the DISTRICT's School Election/ Budget vote to be held May 17, 2016;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. **VOTING EQUIPMENT:** The COUNTY will supply the DISTRICT at the DISTRICT's expense 22 BMD'S, 44 regular metal voting booths, 22 handicap metal voting booths, 22 table top voting booths, , 23 ballot bags, 24 blue & red duffle bags, and an additional 1 Ballot Marking Devices ("BMD") as a spare in connection with the DISTRICT's School Election/ Budget vote to be held May 17, 2016;
2. **CONSIDERATION:** The DISTRICT will pay to the COUNTY variable fees and expenses set forth in Schedule "A" annexed hereto and incorporated by reference.
3. **DAMAGEES:** In the event any of the voting equipment become damaged, the DISTRICT will be responsible for the cost of any repairs, replacements, or any other damages to the voting equipment used for the election.
4. **INSURANCE:** The DISTRICT shall give the COUNTY evidence of insurance, naming the COUNTY of Niagara as an insured and in amounts and from acceptable to the COUNTY and confirming with the COUNTY's policy concerning insurance coverage as set forth in Schedule "B" annexed hereto and incorporated by reference.
5. **ADDITIONAL TERMS:** The DISTRICT expressly agrees to the provisions set forth in the following schedules:
 - a. The Niagara County Board of Elections' usage questionnaire, attached as Schedule "C."
 - b. The Niagara County Board of Elections' ballot programming timeline, attached as Schedule "D."
 - c. The DISTRICT shall furnish, at its expense, election custodians and inspectors for all election sites and obtain the COUNTY's certification of all inspectors and custodians at least ten (10) days prior to the day of the School Election/ Budget vote.

6.06 APPROVAL OF AGREEMENT BETWEEN NIAGARA COUNTY, NEW YORK THROUGH NIAGARA COUNTY BOARD OF ELECTIONS ("COUNTY") AND THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK ("DISTRICT") FOR USE OF BALLOT MARKING DEVICE (BMD) VOTING MACHINES (cont'd.)

- d. The COUNTY shall cause 22 BMD'S, 44 regular metal voting booths, 22 handicap metal voting booths, 22 table top voting booths, 23 ballot bags, 24 blue & red duffle bags, and an additional 1 BMD as a spare to be delivered to the DISTRICT no later than May 16, 2016; such machines shall be ready for pick up and return no later than May 27, 2016, by Niagara County.
- e. The DISTRICT shall make payment to Niagara County within (30) days of being invoices.

6. INDEMNITY: "The Contractor or license agrees to defend and indemnify the County of Niagara, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from arising out of the work and/or service performed by the Contractor or Licensee, or its subcontractor or Licensee, under this contract; provided, however, that Contractor or Licensee shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's contractors or Licensees, over whom Contractor or Licensee has no authority or control."

The DISTRICT by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services then the DISTRICT agrees to pay all attorney fees and expenses of attorney and that shall be the choice of the County of Niagara.

7. GENERAL PROVISIONS:

- a. Successors and Assigns. Restrictions on Assignment or Delegation. This Agreement shall bind and insure to the benefit of the parties hereto, and to their respective successors and assigns. DISTRICT may not, without the specific prior written consent of the County of Niagara, assign any interest or rights in or to, or arising under, this Agreement, or delegate the performance of any of its obligations and duties herein.
- a. ENTIRE AGREEMENT: This Agreement is the entire Agreement between the parties hereto, and supersedes and terminates all other oral or written agreements or understandings between the parties with respect to subject matter hereof.
- b. WAIVERS: The failure of any person or persons to enforce at any time any right or privilege under this Agreement shall in no way constitute or be construed as a waiver of that or any other right or privilege under this Agreement, nor shall it affect in any way the validity and full enforceability of this Agreement and each and every provision thereof. Nor waiver of any right or privilege under this Agreement, or of any breach of any provision of this Agreement, or of any remedy for any breach, shall be binding except to the extent specifically set forth in writing and duly executed by or on behalf of the person or persons to be bound thereby. No waiver of any right or privilege under this Agreement shall operate as a waiver of any other right of privilege under this Agreement; no waiver of any breach of any provision of this Agreement shall operate as a waiver of any other breach of that or any other provision of this Agreement; and no waiver of any remedy for any such breach shall operate as a waiver of any other remedy for such breach.

6.06 APPROVAL OF AGREEMENT BETWEEN NIAGARA COUNTY, NEW YORK THROUGH NIAGARA COUNTY BOARD OF ELECTIONS ("COUNTY") AND THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK ("DISTRICT") FOR USE OF BALLOT MARKING DEVICE (BMD) VOTING MACHINES (cont'd.)

- c. HEADINGS: The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- d. GOVERNING LAW: This Agreement shall be construed and the legal relations hereunder of the persons bound hereby will be determined according to the laws of the State of New York.
- e. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement to produce or account for more than one (1) of such counterparts.
- f. NOTICES: Any notices required to be given under this Agreement shall be deemed sufficient, if in writing and delivered personally or sent by U.S. mail, certified return receipt requested, to the County of Niagara, as its business address, or to the DISTRICT's business address and shall be deemed served as of the date of personal service or the date of postmark, as the case may be.

IN WITNESS WHEREOF, The County of Niagara and the City School District of the City of Niagara Falls, New York have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

DATE:

COUNTY OF NIAGARA NEW YORK
Niagara Falls, New York

City School District of the City of

By: _____ By: _____
WM. KEITH MC NALL, CHAIRMAN
NIAGARA COUNTY LEGISLATOR

APPROVED AS TO FORM NIAGARA COUNTY ATTORNEY

By: _____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.07 APPROVAL OF CONTRACT FOR PROJECT IMPLEMENTATION OF FARM TO SCHOOL PLANNING GRANT—FIELD AND FORK NETWORK, INC. 3/1/16—5/31/17

Rev. Dobbs moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The District hired Field and Fork Network, Inc. as an independent consultant to render professional program implementation services; and

WHEREAS, The current term of this contract is for the period March 1, 2016 through May 31, 2016; and

WHEREAS, The fee for these services shall not exceed \$16,000 and will be billed in five installments; therefore be it

RESOLVED, That the Contract for professional program implementation services by an independent contractor for between the Niagara Falls City School District and Field and Fork Network, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR FARM TO SCHOOL PROGRAM IMPLEMENTATION SERVICES BY
BY FIELD AND FORK NETWORK, INC.**

THIS AGREEMENT, made this 1st day of March, 2016 by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 66th Street, Niagara Falls, New York 14304, the first party, and Field and Fork Network, Inc., PO Box 1772 Williamsville, NY 14231, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, **MUTUALLY AGREE** as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional farm to school program implementation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to Farm to School program implementation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Customary Document Preparation and reporting of required data to appropriate parties

**6.07 APPROVAL OF CONTRACT FOR PROJECT IMPLEMENTATION OF
FARM TO SCHOOL PLANNING GRANT—FIELD AND FORK NETWORK, INC.
3/1/16—5/31/17 (cont'd.)**

- c. By December 2016, identify supply chain partners to increase the purchasing of local foods as part of the overall procurement of regionally produced foods by 20%.
- d. By May of 2017, develop an implementation plan as described in the approved federal Farm to School application awarded to the first party to increase the accessibility, availability, quality, and consumption of fresh fruits and vegetables in District-prepared meals

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of the Farm to School program and its implementation requirements.

- 3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
- 4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. Invoice shall be submitted by the Second Party in five installments. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance. The second party shall invoice the first party for expenses incurred related to travel for mandatory meetings related to Farm to School program requirements.
- 5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
- 6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
- 7. Term of Contract: This contract shall be effective from March 1, 2016 through May 31, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
- 8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

**6.07 APPROVAL OF CONTRACT FOR PROJECT IMPLEMENTATION OF
FARM TO SCHOOL PLANNING GRANT—FIELD AND FORK NETWORK, INC.
3/1/16—5/31/17 (cont'd.)**

10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Lisa Tucker
Field and Fork Network, Inc.

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.08 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL 2015-2016

Mr. Cancemi moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, In 2004, the School District of the City of Niagara Falls, New York, by Agreement with the City of Niagara Falls, was designated to operate and administer the Access Educational Channel, now known as Our School's Channel (OSC); and

WHEREAS, The District has successfully operated the OSC since the date of the Agreement affording its students, staff, and the community informative educational programs; and

WHEREAS, In the past, the City assisted the District by contributing monies toward the operation and maintenance of OSC; and

WHEREAS, The City again wishes to assist the District and contribute \$10,000 (ten thousand dollars) toward the operation and maintenance of OSC channel subject to certain terms and conditions contained in an Agreement negotiated by City and the District representatives; therefore be it

RESOLVED, That the Board of Education accepts the sum of \$10,000 (ten thousand dollars) from the City of Niagara Falls, New York for assistance in the operation and maintenance of Our Schools Channel and does hereby approve the Agreement attached hereto by and between the City and School District as to use of said funds; and

RESOLVED, That the President is hereby authorized to execute the Agreement attached hereto; and

RESOLVED, That the District Clerk is directed to obtain the signature of the President of the Board of Education on the Agreement.

AGREEMENT

This Agreement made this ____ day of February 2016, by and between the CITY OF NIAGARA FALLS, NEW YORK, a municipal corporation, hereinafter referred to as the "CITY", and the SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK an entity organized under the laws of the State of New York, hereinafter referred to as the "DISTRICT".

WITNESSETH:

WHEREAS, the DISTRICT operates a cable television station known as OSC21; and

WHEREAS, the CITY has appropriated funds in its 2016 fiscal budget, which may be applied toward the DISTRICT'S operation of OSC21;

NOW, THEREFORE, it is mutually agreed by and between the CITY and the DISTRICT as follows:

1. The CITY agrees to assist the DISTRICT'S operation and administration of OSC21 by payment to the DISTRICT in the sum of \$10,000.00.

6.08 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL 2015-2016 (cont'd.)

2. It is hereby expressly agreed between the parties that the DISTRICT is an independent contractor and that the DISTRICT, its servants, agents and employees shall not be deemed to be the servants, agents, or employees of the CITY.

3. The DISTRICT agrees that the CITY shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of its and of any of its subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontractors.

4. As a condition to receipt of any payments under the terms of the Agreement the DISTRICT shall furnish certificates of insurance coverage satisfactory to the City's Corporation Counsel.

5. The DISTRICT agrees that it is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement of any of its contacts, or of its right, title or interest therein, or of its power to execute such Agreement to any other person or corporation without the previous consent in writing of the CITY.

6. If for any reason the terms of this Agreement are not adhered to, then the CITY may terminate the said Agreement upon written notice to the DISTRICT.

7. The term of this Agreement shall be the period from January 1, 2016 through December 31, 2016.

8. The DISTRICT shall comply with all federal, state and local laws, rules, and regulations applicable to obligations, conduct and activities under this Agreement.

IN WITNESS WHEREOF; the parties hereto have duly executed this Agreement the day and date first above written.

CITY OF NIAGARA FALLS, NEW YORK

ATTEST: By: Paul A. Dyster, Mayor

SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK

By:

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.09 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees' Retirement System (NYSERS); and

WHEREAS,; The New York State and Local Employees' Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration the Board adopted this standard work day resolution at the legally convened meeting of July 2, 2015; and

WHEREAS, The Administration the Board adopted a revised standard work day resolution at the legally convened meeting of October 22, 2015; and

WHEREAS, The New York State and Local Employees' Retirement System (NYSERS) requires that all employee titles be listed in the resolution, and advised the District to revise and update the standard work day for each employee title that may not have been included in the October 22, 2015 resolution; and

WHEREAS, The New York State and Local Employees' Retirement System (NYSERS) also requires that a standard work day cannot be less than six hours nor more than eight hours per day, and requires the District to revise and update the standard work day for each employee title that has actual work hours less than six hours. Standard work days are herein being set for each employee type for retirement purposes only; and

WHEREAS, The Administration requests that the Board adopt this Revised Standard Work Day Resolution including all job titles at the legally convened meeting of March 17, 2016 and thereafter annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, that the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS) and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

6.09 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Adult Ed. Lifeguard	2 hrs.	6 hrs.
Associate Classroom	5.5 hrs.	6 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	6 hrs.	6 hrs.
Associate Library	5.5 hrs.	6 hrs.
Associate Physical Ed -6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Physical Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
AV Tech	8 hrs.	8 hrs.
Budget Manager	7 hrs.	7 hrs.
Building Attendant - Central Office	7hrs.	7 hrs.
Building Attendant - NFHS	7 hrs.	7 hrs.
Classroom Associate Phys. Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Cleaner 7 hr.	7hrs	7 hrs.
Cleaner 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.
Cook and Asst. Cook	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Energy & Procurement Specialist	7 hrs.	7 hrs.
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.

6.09 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.
Network Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Nurse Part-Time	7.5 hrs.	7.5 hrs.
Nurse Practitioner	7 hrs.	7 hrs.
Nurse R.N.	7.5 hrs.	7.5 hrs.
Part time Cleaner	4.8 hrs.	6 hrs.
Porter	8 hrs.	8 hrs.
Principal Account Clerk	7 hrs.	7 hrs.
Purchasing Clerk	7 hrs.	7 hrs.
Safety Officer	8 hrs.	8 hrs.
Schedule/Attendance Specialist	7 hrs.	7 hrs.
School Monitor - Lunch	3 hrs.	6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.
Seasonal Laborer	8 hrs.	8 hrs.
Secretary I	7 hrs.	7 hrs.
Secretary II	7 hrs.	7 hrs.
Secretary III	7 hrs.	7 hrs.
Senior Account Clerk	7 hrs.	7 hrs.
Senior Auto Mechanic	8 hrs.	8 hrs.
Senior AV Tech	8 hrs.	8 hrs.
Senior General Repairer	8 hrs.	8 hrs.
Senior Groundskeeper	8 hrs.	8 hrs.
Senior Network Tech	7 hrs.	7 hrs.
Senior School Monitor 7 hrs.	7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.	6 hrs.
Storekeeper	8 hrs.	8 hrs.

6.09 APPROVAL OF REVISED STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Systems Engineer	7 hrs.	7 hrs.

Standard work days are being set for each employee type for retirement purposes only. New York State Employee Retirement System requires that a standard work day cannot be less than six nor more than eight hours per day.

Actual work days vary in accordance with the District's collective bargaining agreements.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY

Mr. Petrozzi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, the City School District of the City of Niagara Falls, Niagara County, New York (hereinafter, the "District" or the "School District") heretofore issued to the New York State Dormitory Authority (the "Dormitory Authority") School District (Serial) Bonds, 2009 Series C, pursuant to a certain bond resolution to pay the cost of improvements to school district buildings, and a bond determinations certificate of the President of the Board of Education (hereinafter referred to as the "Refunded Bond Certificate"), such School District (Serial) Bonds, 2009 Series C maturing or matured on June 15 annually, as more fully described in the Refunded Bond Certificate (the "Refunded Bonds"); and

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY “SCHOOL DISTRICT REFUNDING (SERIAL) BONDS”, AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont’d.)

WHEREAS, it would be in the public interest to refund all or a portion of the \$7,940,000 outstanding principal balance of the Refunded Bonds maturing in 2020 and thereafter by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will result in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. For the object or purpose of refunding the \$7,940,000 outstanding principal balance of the Refunded Bonds described above, including providing moneys which, together with the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, as well as any fees charged by the Dormitory Authority, there are hereby authorized to be issued not exceeding \$9,200,000 refunding serial bonds of the School District pursuant to the provisions of Section 90.10 of the Local Finance Law (the “School District Refunding Bonds” or the “Refunding Bonds”), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$7,735,000, as provided in Section 4 hereof. The School District Refunding Bonds shall each be designated substantially “SCHOOL DISTRICT REFUNDING (SERIAL) BOND” together with such Series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-16 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the President of the Board of Education pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont'd.)

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the President of the Board of Education shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the School District by lot in any customary manner of selection as determined by the President of the Board of Education. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form.

Principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the School District maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the President of the Board of Education providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the President of the Board of Education as fiscal agent of the School District for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The President of the Board of Education, as chief fiscal officer of the School District, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said School District, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the School District, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the President of the Board of Education is also hereby authorized to name the School District Clerk as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont'd.)

The President of the Board of Education is hereby further delegated all powers of this Board of Education with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the School District by the manual or facsimile signature of the President of the Board of Education or President of the Board of Education, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the President of the Board of Education shall determine. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

- (a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;
- (b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for the object or purpose for which such Refunded Bonds were issued is thirty years;
- (c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the object or purpose for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;
- (d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, is \$430,978.70, as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in a single series to refund all of the Refunded Bonds in the principal amount of \$7,735,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This Board of Education recognizes that the Refunding Bonds may be

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont'd.)

issued in series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the School District will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The President of the Board of Education is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the President of the Board of Education; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The President of the Board of Education shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the School District Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The President of the Board of Education is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said City School District of the City of Niagara Falls, Niagara County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said School District a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the School District to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont'd.)

Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the School District irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the School District shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the School District hereby elects to call in and redeem each of Refunded Bonds which the President of the Board of Education shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, if any, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the School District in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private or public sale to such purchaser (the "Underwriter") as shall be determined by the President of the Board of Education for purchase prices to be determined by the President of the Board of Education, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. It is currently the intent to sell the Refunding Bonds to the Dormitory Authority.

Section 11. The President of the Board of Education and all other officers, employees and agents of the School District are hereby authorized and directed for and on behalf of the School District to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the President of the Board of Education and all powers in connection thereof are hereby delegated to the President of the Board of Education.

6.10 A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY “SCHOOL DISTRICT REFUNDING (SERIAL) BONDS”, AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (cont’d.)

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspaper of said School District, together with a notice of the School District Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

EXHIBIT A

PRELIMINARY REFUNDING FINANCIAL PLAN

(On file in the Business Office and District Clerk’s Office)

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,
NIAGARA COUNTY, NEW YORK

[SUMMARY OF REFUNDING BOND RESOLUTION FOR L.N.E.]

(On file in the Business Office and District Clerk’s Office)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Paretto, Mr. Petrozzi, and Mrs. Rotella

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
March 17, 2016

New District Athletic Director

Mrs. Bianco congratulated Coach Joseph Contento and his family who were present in the Auditorium. Coach Contento was appointed this evening as the new District Athletic Director.

Mr. Laurrie formally introduced Coach Joseph Contento as the District Athletic Director and acknowledged his wife Cathy, who is a Speech teacher at Maple, and their children. Mr. Laurrie stated how proud he is of Coach Contento, who he feels is an excellent math teacher who has taught all levels of math at NFHS. He has coached football and basketball in the school system for 19 years; he is a successful coach. Mr. Laurrie stated that most importantly, a hallmark of his coaching and teaching, is how fair he is to student-athletes. His first concern is grades and how well the students are doing. Mr. Laurrie shared a firsthand experience. Mr. Laurrie further stated that there was a very strong field of candidates and in his interview, Coach Contento stood out as one of the best. His answers and plans for the Athletic Program are very sound and solid. He knows that he has very big shoes to fill because of the job that Mr. Forcucci did for the last several years; he took the program to another level. Coach Contento is being challenged to take the program to an even higher level, and to support, not only the schools and student athletes, but the community at large. This is a good day; he has a real big task ahead of him, but I know that he's up to the challenge and we are proud of him as the District Athletic Director.

OTHER REPORTS

Thank You – Mrs. Bianco announced that a letter will be sent to Niagara Falls Education Foundation thanking them for its financial support that helped offset expenses for the Washington DC trip.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
March 17, 2016

OTHER REPORTS (cont'd.)

Audit Committee – Mrs. Bianco announced the resignation of Mr. Peter Hamilton, a community member of the Audit Committee. Mr. Hamilton will be relocated as a result of an employment transfer. Mrs. Bianco stated that Board recommendations for his replacement are to be submitted to Mrs. Dumas. The Audit Committee meeting is April 14; a new member does not have to be seated at that time.

District Texting – Mrs. Glaser announced that text messaging capability will be added to SchoolMessenger. The system that the District uses now is automated phone calls and emails. Now the District will be able to text messages similar to those sent by businesses and stores. Examples were given. District staff and the community at large have been notified that this feature is forthcoming. She explained how it will work, the requirements, and how recipients can opt-in. She stated the wireless number(s) must be in the SchoolMessenger database associated with a student or staff ID number; these numbers are updated regularly. She feels that this will be more convenient for most.

“Your Public Schools” Newsletter – Mrs. Glaser announced that April’s “Your Public Schools” newsletter is coming out soon and that one of the featuring articles is on Ms. Christina Custode, teacher of vocal music at Niagara Street Elementary School, who earned five Grammy nominations for her original song “Fire.” *Congratulations!*

April Board Meeting Schedule – Board meeting dates for April were discussed by the Superintendent and the Board. It was decided that April meetings will be held as follows:

THURSDAY, APRIL 7, 2016
MEETING CANCELLED

THURSDAY, APRIL 14, 2016
Audit Committee Meeting
4:00 P.M.
Board Review Session
5:30 P.M.

TUESDAY, APRIL 26, 2016
SPECIAL MEETING
5:30 P.M. – Agenda Review Session
7:00 P.M. – Official Voting Meeting

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
March 17, 2016

OTHER REPORTS (cont'd.)

79th Street School Playground – Mr. Laurrie updated the Board on the meeting with Senator Ortt and Assemblyman Ceretto regarding the 79th Street School playground. The specific items requested were Bullet Aid funds to be used to construct a playground that did not make the last round of capital projects. Senator Ortt talked about a special grant fund that he's aware of for municipalities that could be accessed outside of Bullet Aid. An application was prepared by Mr. Smeal and sent to Senator Ortt last Friday. Mr. Laurrie confirmed receipt of the application by contacting Senator Ortt and was also told that the application had been submitted to the Senate Finance Committee. Mr. Laurrie stated the request is for \$160,000 to construct a playground as comparable and as nice as the one at Abate, Maple, Mann, and Kalfas. Senator Ortt did not give a deadline for reply, but is confident that the District will get the funds. Mr. Laurrie stated that he, too, is confident as well and that he will keep the Board posted.

Parents/Partners Dinner – Mrs. Bianco announced that the annual Parents/Partner dinner is coming up in May (12th). She encouraged the Board to submit names to Mrs. Dumas for consideration for the receipt of a Silver and/or Golden Apple Award.

Ground Breaking Ceremony– Niagara City Lofts Complex (Former South Jr.)

The Ground Breaking Ceremony is scheduled for Thursday, April 7, at 11 a.m. Board members, Superintendent, and others have been invited to attend. The Board President will be asked to speak on behalf of the District.

Mrs. Bianco thanked the McCarthy School of Irish Dance for performing at Cataract Elementary this morning.

Mrs. Bianco stated that as we prepare for Spring Break, she wants to thank the Board for its work on the budget, as well as Mr. Giarrizzo and Mrs. Holody. She stated that it is always a big task and that she appreciates the Board's support of our recommended budget.

Congratulations To!...

- The Niagara Proscenium Players and Mrs. Muldoon for an outstanding performance of Shrek last weekend. The show was very well-received.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Cynthia Bianco
March 17, 2016

Congratulations To!...(cont'd.)

Also,
congratulations to Rajah Johnson and Lexi McCoy, who took first place, and to Nicholas McKean, who took second place, in the Automated Manufacturing Technology competition as part of the Region 1 Skills USA Leadership Conference and Skills Olympics at Alfred State University.

- Kyle Baillargeon, Erin Malaney, Emily Wilson, Calista Legault and Barbara Hallon on being selected for the Albright-Knox Art Gallery's Future Curators show.

Finally, the 20th Annual Elementary Swimming Championships were held yesterday at NFHS. Congratulations to Mr. Griggs and the entire Maple Avenue Swim Team for finishing in first place. Kudos also to the five schools represented this year, all of the coaches who volunteered their time, and to the more than 130 students who participated this year.

Mrs. Bianco wished everyone an enjoyable Springbreak and she hopes that everyone returns April 4th ready and energized to end out the school year.

COMMENTS BY BOARD MEMBERS

Mr. Cancemi reported how pleased and excited the parents and grandparents who spoke to him about their three year-olds who are enrolled in the PreK Program.

Mr. Paretto stated that he had the pleasure of seeing the play Shrek last week. He enjoyed it and he commended everyone involved for a job well done. He stated that there was so much work involved and that he was impressed. We have great students and great educators in this District, which he is happy to be a part of. He recognized the hard work that everyone did to make the play a success.

Mr. Petrozzi congratulated and thanked Mrs. Bianco and her staff for a successful budget. He recognized the hard work that went into putting the budget together.

Mr. Barstys responded to comments made about the need to beef up the physical education, art, and music programs to turn the District around. He stated that the speaker went on to recognize some of the successes of the District in these areas. Mr. Barstys stated that our students have been awarded for their art work, they have received regional and national recognition for their music, there have been successful plays like the Adam Family and Shrek, a Washington trip, a teacher winning Grammys for her music and so on. He stated that the District does not need to turn things around in these areas, we just need to continue moving forward.

COMMENTS BY BOARD MEMBERS

Rev. Dobbs commended the students who took the trip to Washington, D.C.

Mrs. Rotella concurred with Rev. Dobbs and further congratulated Ms. Conti on the fine job she did organizing the event. She heard that the students were terrific on the trip and that there were no problems and that they were well behaved. This was great publicity for the District.

Mrs. Rotella commented on a website where teachers can put in requests and get grants to purchase items for their class. She stated that two teachers from Niagara Falls received grants and she asked if anyone knew about it. Ms. Sprague stated that she didn't know who the teachers were, but the name of the website is Donorschoose.org; donations are in the form of cash grants or school-related items. She stated that she is familiar with the site, and that she has donated to the site before. She stated that one teacher in the District was awarded an iPad for Gaskill Prep and LaSalle Prep. One stipulation is that the awarded items, because they are for the schools, become the property of the schools.

Board members congratulated Coach Joseph Contento and his family on his appointment as the District Athletic Director. Mr. Petrozzi thanked his family because he feels it is a big sacrifice and that the hours are tough and, in his opinion, it is one of the most difficult positions in the District. Mr. Barstys stated that Coach Contento is a former colleague and that he knows through experience that he has respect, not only of his students, but of his colleagues as well. He stated that he will be a fine Athletic Director; an example was shared.

Board members wished everyone a Happy St. Patrick's Day, Happy Easter, and a safe, wonderful, and restful Springbreak. Rev. Dobbs, in his well wishes, encouraged everyone to come back to the table, when the time is right, to take care of business.

EXECUTIVE SESSION

At approximately 7:40 pm, the Board reconvened in Executive Session to continue discussing contractual matters and pending litigation. All Board members were present with the exception of Mr. Jocoy, Mr. Restaino, and Mr. Vilardo.

EXECUTIVE SESSION CONCLUDES/REGULAR MEETING RECONVENES AND ADJOURNS

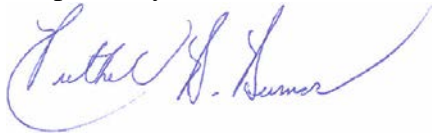
At approximately 8:30 p.m., Mr. Paretto motioned that Executive Session be adjourned and that the March 17, 2016 Regular Meeting be reconvened and adjourned in memory of the following who recently passed away; seconded by Rev. Dobbs. All were in favor; there were no objections, motion carried unanimously by those present.

ADJOURNMENT

The March 17, 2016, Regular Board Meeting be adjourned in memory of the following who recently passed away:

- *Ms. Darcia Clary, former Booster for NFHS Wrestling Team from 2004-2007
- *Mrs. Susan Dosdourian, retired School Aide
- *Mr. Angelo "Andy" Ryan, retired Maintenance worker
- *Mr. Gilbert L. Perry, father of Mark Perry (GroundsKeeper) and father-in-law of Fralic Perry (cleaner @ NFHS)
- *Mr. Phillip P. Martell, father-in-law of Kristen Martell (teacher @ Abate)
- *Mr. Thomas DeMunda, father of Angela DeMunda-Martin (teacher @ Abate) and brother of Richard DeMunda (retired Math teacher)
- *Mrs. Antoinette "Dedy" Giancola, mother of Sam Giancola (retired teacher) and mother-in-law of Maralynn E. Giancola (Special Ed. Teacher @ LPS), and grandmother of Daniel "DJ" Giancola (teacher @ Hyde Park)
- *Mrs. Concetta J. Rieker-Page, mother of Randy Rieker (AV/IS Dept) and grandmother of Amy Milleville (Counselor @ 79th St) and sister of Geraldine "Gerri" Corsaro (retired secretary)
- *Mr. Rubin J. Caldwell, Sr., brother of John Caldwell (PSA @ Hyde Park)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

APRIL 2016 MEETINGS - MINUTES

DATE: April 14, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Auditorium/Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Jocoy (6:15), Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

MEMBERS ABSENT: Rev. Dobbs (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- BOCES Administrative Budget – *Dr. Clark Godshall*
- Report on Opt-Out Data – *Mrs. Capone*
- Inspection of Schools – *Mr. Giarrizzo*
- Internal Auditor's Report – *Mr. Giarrizzo*
- State Aid Update – *Mr. Giarrizzo*
- Agenda Review – April 26th Special Board Meeting –
Mrs. Bianco/Ms. Massaro

EXECUTIVE SESSION

At 6:27 p.m. a motion was made for Executive Session by Mr. Cancemi, seconded by Mr. Barstys for the purposes of discussing collective bargaining negotiations under the Taylor Law; all were in favor.

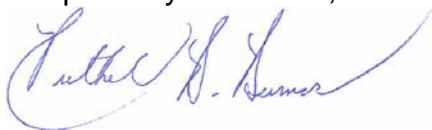
EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES AND ADJOURNS

Executive Session adjourned and the April 14, 2016 Board Review Session was reconvened and adjourned upon the motion of Mr. Jocoy, seconded by Mr. Paretto.

All were in favor; motion carried unanimously by those present.

The April 14, 2016, Board Review Session was adjourned; time was not recorded.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a large, sweeping flourish extending to the right.

Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

APRIL 2016 MEETINGS - MINUTES

DATE: April 26, 2016

KIND OF MEETING: Special

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Special Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy (5:50), Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: None

TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- STEM Update/Demonstration – *Mrs. McGrath/Mrs. Tompkins*
- Review of Agenda for April 26th – *Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 6:45 p.m., a motion for Executive Session was made by Mr. Cancemi for the purpose of discussing potential litigation, attorney/client privilege, contractual negotiation. Mr. Barstys seconded the motion; all were in favor.

Executive Session was adjourned at 7:10 p.m. on the motion by Mrs. Rotella, seconded by Rev. Dobbs; All were in favor.

CALL TO ORDER:

The Special Meeting was called to order by President Nicholas Vilardo at 7:11 p.m. All Board members were present.

ORAL COMMUNICATIONS

None

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Jocoy moved for approval of the following minutes. Mr. Restaino seconded the motion.

March 2016 Board Meetings

The vote on the motion was unanimous.

BUDGET TRANSFER #9

Mr. Paretto moved for approval of the following resolution on Approval of Budget Transfer #9. Mr. Restaino seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$232,075.35 among the following fund, function, object, and location codes:

General Fund:	\$ 230,910.35
Cafeteria Fund:	\$ 0.00
Special Aid Fund:	\$ 1,165.00

The vote on the motion was unanimous.

BIDS

None

TREASURER'S REPORT

The Treasurer's Reports for February 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for April 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF ADDENDUM

A motion was made by Mr. Restaino, seconded by Mr. Paretto, and carried unanimously to add to the agenda an Addendum for the Certificated report.

PERSONNEL REPORT--CERTIFICATED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VI, Addendum Item #I. Mr. Cancemi seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Maralynn Giancola	Teacher Special Education LPS	30 years 1 month	June 30, 2016
Angela Mecca	School Counselor GPS	30 years 2 months	June 30, 2016

II. REGULAR SUBSTITUTES – REVISED SALARY

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Jessica Fronczak <u>R</u>	Teacher Grade 3 NSS (Christopher Murgia)	\$46,915 Step 1-30M A2101.120.061 (Revised Salary as of 4/04/16)	January 19, 2016 – June 30, 2016

III. SCHEDULE B

1. 79TH STREET FLIPPED CLASSROOM LESSONS – JANUARY 2016 – JUNE 2016 – NTE 8 HOURS

Maria Murgia

2. REVISION FOR ADDITIONAL HOURS – 79TH STREET FLIPPED CLASSROOM LESSONS – JANUARY 2016 – JUNE 2016 – NTE HOURS BELOW

<u>NTE 14 HOURS</u>	<u>NTE 15 HOURS</u>	<u>NTE 14 HOURS</u>
Philip Mohr	Bryan Rotella	David St. Onge

3. MEDICAID EVALUATION COMMITTEE – CENTRAL OFFICE – NTE 20 HOURS EACH – MAY 1, 2016 – JUNE 30, 2016

Elizabeth Carroll	Jeanine Donato-Catanzaro	Sarah Ruffolo
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. REVISION OF APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

1. 79th STREET SCHOOL – A2850.142.065

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
ADD	Jerri Presutti	1.0	Engineering Club	\$547
RESCIND	David St. Onge	1.0	Engineering Club	\$0 (Revised Amount)

V. APPOINTMENTS SCHEDULES D, E, F, G

1. SCHEDULE E – LUNCH AND MORNING DUTY – 2015 – 2016

MORNING DUTY – CATARACT – SEPT TO JUNE – A2103.146.057

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REVISION	Jennie Cyran	From: 0.50 To: 0.25	PM Duty	\$568.00 (Revised Amount)
REVISION	Noelle Gaetano-Kasprzak	From: 0.50 To: 0.25	PM Duty	\$568.00 (Revised Amount)

VI. LEAVE OF ABSENCE

	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Lynette Tavano	Teaching Assistant Kalfas	Medical Leave (without pay)	April 5, 2016 – May 17, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #1 - APPROVAL OF NFT CALENDAR FOR 2016-2017 SCHOOL YEAR

Name of School

2016-2017 School Event Calendar

July 2016

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

4 Mon Independence day No Staff

August 2016

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

15-16 Mon New Staff Orientation

September 2016

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September

1 Thurs Teachers Report to Schools - All Day
A.M.- NFT Meeting - P.M. Faculty Meeting

2 Fri No School - No Teachers/No 10 month staff

5 Mon Labor Day - No Students/ No Staff

6 Tues Superintendent's Conference day
A.M./P.M. - Staff Development - No Students

7 Wed First Full Day for Students

23 Fri NFHS: AM.- Students
P.M. - Staff Development

October 2016

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October

10 Mon Columbus Day

11 Tues **Elementary:** A.M. - Students - 11:55 Dismissal
P.M./Evening - Parent/Teacher Conf.

12 Wed **NFHS:** A.M. Students
P.M./Evening - Parent/Teacher Conf.

13 Thurs **Preparatory:** Superintendent's Conference Day
A.M. Staff Development
P.M./Evening - Parent/Teacher Conferences

November 2016

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

11	Fri	Veterans Day - No Students/No Staff
24-		
25	Thurs-Fri	Thanksgiving Holiday - No Students/No Staff

December

22	Thurs	Last Day of Classes before Winter Recess
23-		
30	Fri-Fri	Winter Recess - No Students/No Staff

January

2	Mon	Winter Recess - No Students/No Staff
3	Tues	Return From Winter Recess
16	Mon	Martin Luther King, Jr. Holiday - No Students/No Staff
27	Fri	NFHS: Superintendent's Conference Day A.M./P.M. Staff

February

20	Mon	President's Day
21	Tues	No Students/No Teachers or 10 month staff
22	Wed	Elementary: Superintendent's Conference Day A.M. Staff Development P.M./Evening – Parent/Teacher Conferences
22	Wed	NFHS: Superintendent's Conference Day A.M./P.M. Staff Development

Snow Day Pay Back #1 - February 21

March

1	Wed	Preparatory: Superintendent's Conference day A.M. Staff Development P.M./Evening – Parent/Teacher Conferences
2	Thurs	NFHS: Parent/Teacher Conferences (4:00-7:00 P.M.)
17	Fri	No Students/No Teachers or 10 Month Staff

Snow Day Pay back #2 - March 17

April 2017						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April		
3	Mon	Elementary: Superintendent's Conference day Preparatory: A.M Students P.M. Staff Development
10	Mon-	
21	Fri	Spring Recess - No Students/teachers or 10 mo Staff
14	Fri	No 12 Month Staff
17	Mon	No 12 Month Staff
24	Mon	Return from Spring Recess - Students/Teachers 10 mo Staff

Teacher Compensation Day - April 10

Snow Day Pay Back # 3-#11 -April 21,20,19,18,17,13,12,11,10

May 2017						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May		
8	Mon	Elementary: Superintendent's Conference Day Preparatory: A.M Students P.M. Staff Development
29	Mon	Memorial Day - No Students/No staff

June 2017						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June		
9	Fri	NFHS: A.M. Students P.M. Staff Development
12	Mon	NFHS Superintendent's Conference Day
21	Wed	Preparatory: A.M. Students P.M. Staff Development
22	Thurs	Elementary: A.M. Students P.M. Staff Development Last Day for Students
22	Thurs	Preparatory: Superintendent's Conference Day A.M./P.M. Staff Development
23	Fri	Rating Day - No Students Last Day for Teachers

**ADDENDUM TO
NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR
2016-2017**

ASSOCIATES:

Note: Associates will not work on full Superintendent Conference Days, on half-day Superintendent Conference Days or whenever students are not in attendance.

In addition, Prep lunch associates will not work during exam periods or on half-day Staff Development Days.

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #1 - APPROVAL OF NFT CALENDAR FOR 2016-2017 SCHOOL YEAR (cont'd.)

ADDENDUM TO NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR 2016-2017

ASSOCIATES: (cont'd.)

First Scheduled Work Day
September 7, 2016

Last Scheduled Work Day
June 22, 2017

11 PAID HOLIDAYS	
Columbus Day	October 10, 2016
Veterans Day	November 11, 2016
Thanksgiving	November 24, 2016
Day After Thanksgiving	November 25, 2016
Christmas (Sun. Dec. 25, 2016)	December 26, 2016* Celebrated
Day After Christmas	December 27, 2016
Winter Holiday	December 28, 2016* Extra paid day
New Year's Day(Sun. Jan. 1, 2017)	January 2, 2017* Celebrated
Martin Luther King, Jr. Day	January 18, 2017
President's Day	February 20, 2017
Good Friday	April 14, 2017
Memorial Day	May 29, 2017

NO WORK/NO PAY DAYS
December 29, 30, 2016
February 21, 2017
March 17, 2017
April 10-13, 2017
April 17-21, 2017

CAFETERIA STAFF:

Note: Cafeteria staff at NFHS, Gaskill and LaSalle, will be in **No Work/No Pay** status during testing periods and exam weeks.

First Scheduled Work Day
September 2, 2016: Cooks, Assistant Cooks, Driver(s)
September 7, 2016: All Other Cafeteria Staff

Last Scheduled Work Day
To Be Determined

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

**ADDENDUM ITEM #1 - APPROVAL OF NFT CALENDAR FOR 2016-2017 SCHOOL YEAR
(cont'd.)**

**ADDENDUM TO
NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR
2016-2017**

**CAFETERIA STAFF:
(cont'd.)**

<u>15 PAID HOLIDAYS</u>	
1. Columbus Day	October 10, 2016
2. Veterans Day	November 11, 2016
3. Thanksgiving	November 24, 2016
4. Day After Thanksgiving	November 25, 2016
5. Winter Recess	December 23, 2016
6. Christmas (Sun. Dec. 25, 2016)	December 26, 2016* celebrated
7. Winter Recess	December 27, 2016
8. Winter Recess	December 28, 2016
9. Winter Recess	December 29, 2016
10. Winter Recess	December 30, 2016
11. New Year's Day(Sun. Jan. 1, 2017)	January 2, 2017* celebrated
12. Martin Luther King, Jr. Day	January 16, 2017
1. President's Day	February 20, 2017
2. Good Friday	April 14, 2017
3. Memorial Day	May 29, 2017

NO WORK/NO PAY DAYS	
September 5, 2016	ALL
September 23, 2016	NFHS
October 12, 2016	NFHS
October 13, 2016	PREP
January 27, 2017	NFHS
February 21, 2017	ALL
February 22, 2017	ELEM/NFHS
March 17, 2017	ALL
April 3, 2017	ELEM
April 10-13, 2017	ALL
April 17-21, 2017	ALL
May 8, 2017	ELEM
June 9, 2017	NFHS
June 12, 2017	NFHS
June 22, 2017	PREP

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #1 - APPROVAL OF NFT CALENDAR FOR 2016-2017 SCHOOL YEAR (cont'd.)

ADDENDUM TO NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR 2016-2017

NURSES:

Note: On two (2) Parent/Teacher Conference Days public school nurses will attend evening conferences and will have a payback compensation day on **April 10, 2017**.

First Scheduled Work Day

September 6, 2016

Last Scheduled Work Day

June 23, 2017

<u>15 PAID HOLIDAYS</u>	
1. Columbus Day	October 10, 2016
2. Veterans Day	November 11, 2016
3. Thanksgiving	November 24, 2016
4. Day After Thanksgiving	November 25, 2016
5. Winter Recess	December 23, 2016
6. Christmas (Sun. Dec. 25, 2016)	December 26, 2016* celebrated
7. Winter Recess	December 27, 2016
8. Winter Recess	December 28, 2016
9. Winter Recess	December 29, 2016
10. Winter Recess	December 30, 2016
11. New Year's Day(Sun. Jan. 1, 2017)	January 2, 2017* celebrated
12. Martin Luther King, Jr. Day	January 16, 2017
4. President's Day	February 20, 2017
5. Good Friday	April 14, 2017
6. Memorial Day	May 29, 2017

NO WORK/NO PAY DAYS
February 21, 2017
March 17, 2017
April 11-13, 2017
April 17-21, 2017

12 MONTH EMPLOYEES ASC/NIAS/CSEA

<u>17 PAID HOLIDAYS</u>	
1. Independence Day	July 4, 2016
2. Labor Day	September 5, 2016
3. Columbus Day	October 10, 2016
4. Veterans Day	November 11, 2016
5. Thanksgiving	November 24, 2016
6. Day After Thanksgiving	November 25, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM ITEM #1 - APPROVAL OF NFT CALENDAR FOR 2016-2017 SCHOOL YEAR
(cont'd.)

ADDENDUM TO
NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR
2016-2017

12 MONTH EMPLOYEES
ASC/NIAS/CSEA
(cont'd.)

<u>17 PAID HOLIDAYS</u>	
7. Winter Recess	December 23, 2016
8. Christmas (Sun Dec 25, 2016)	December 26, 2016* Celebration
9. Winter Recess	December 27, 2016
10. Winter Recess	December 28, 2016
11. Winter Recess	December 29, 2016
12. Winter Recess	December 30, 2016
13. New Year's Day (Sun Jan 1 2017)	January 2, 2017
14. Martin Luther King, Jr. Day	January 16, 2017
15. President's Day	February 20, 2017
16. Good Friday/Monday	April 14,17, 2017
17. Memorial Day	May 29, 2017

Niagara Falls City School District
2016-2017 Calendar

2016-2017 Proposed Snow Day Payback Order		
Date	Pay Back #	Snow Day #
February 21	1	3
March 17	2	4
April 21	3	5
April 20	4	6
April 19	5	7
April 18	6	8
April 17	7	9
April 13	8	10
April 12	9	11
April 11	10	12
April 10	11	13

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Rev. Dobbs moved for approval of the following Personnel Report for Classified Staff, Items #I through #VI.
Mrs. Rotella seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Barbara Cohen	Library Associate 5.5 Hours Hyde Park	35 years 2 months	June 30, 2016
Margaret Ewing	Health Associate 7 Hours NFHS	39 years 3 months	June 30, 2016

II. PROBATIONARY APPOINTMENTS – REVISED LOCATION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Janice Mistretta <u>R</u>	Assistant Child Care Assoc. 6 Hours Niagara Street (Revised Location)	\$12.50/hr. Step 1 A2252.173.061	April 4, 2016 (probationary period ends October 3, 2016)

III. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	May 1, 2016 – May 31, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$30,988 Step 1 w/Longevity A1623.167.016	May 1, 2016 – May 31, 2016
<u>NAME</u> Shanika Jones	<u>POSITION/LOCATION</u> Cleaner 7 Hours Maintenance (District-wide)	<u>SALARY/ACCT. CODE</u> \$31,238 Step 1 w/Longevity A1623.167.016	<u>EFFECTIVE DATE</u> May 1, 2016 – May 31, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	May 1, 2016 – May 31, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	May 1, 2016 – May 31, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$29,938 Step 1 A1623.167.016	May 1, 2016 – May 31, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$48,355 Step 1 w/Longevity A1623.162.061	May 1, 2016 – May 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Nancy Dell	Assist. Child Care Assoc. 6 Hours Cataract A2252.173.057	Assist. Child Care Assoc. 6 Horus NSS A2252.173.061	April 19, 2016

V. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Adam Alfearie	Cleaner 7 Hours District-wide (probationary)	Cleaner 7 Hours District-wide	May 9, 2016
Carolyn Rick	Assistant Cook Niagara Street (probationary)	Assistant Cook Niagara Street	May 1, 2016

VI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Michelle Cutler	Health Associate 7 Hours NFHS	FMLA (PM Only) (without pay)	April 4, 2016 – June 30, 2016 (PM Only)
Mary Dye	Food Service Helper 3 Hours Abate	Personal (without pay)	April 4, 2016 – June 30, 2016
Monique Jackson	Classroom Assoc. Pre-K 5.5 Hrs Abate	Personal (without pay)	May 9, 2016 – May 13, 2016
Patricia LeGault	Classroom Pre-K Assoc. 5.5 Hrs. Maple	Personal (without pay)	April 27, 2016 – May 4, 2016
Bonnie O'Leary	Food Service Helper 3 Hours NFHS	Personal (without pay)	Revised Dates: February 29, 2016 – April 22, 2016
Tammy Perry	Food Service Helper 3 Hours Hyde Park	Personal (without pay)	April 19, 2016 – June 30, 2016
Theresa Puccio	Assistant Child Care Assoc. 6 Hrs NFHS	FMLA (without pay)	April 15, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on ,February, 10, 22, and March 01, 02, 03, 07, 08, 09, 10, 14, 15, 16 , 17 2016 for the annual review of special education students and on, March 04, 09, 10, 16, 17, 18, and April 4, 5, 6, 8, 2016 to review and initiate the placement of students with disabilities .

WHEREAS, The Board of Education is required by law to take action on January , 25, February 18, 19, 23, 24, 25, 26, and March 01, 02, 04, 08, 09, 10, 11, 2016 to review and initiate the placement of students with disabilities.

The recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 04/26/16, 4, 4.08](#)) made by the Committee on Special Education.

The vote on the motion was unanimous.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on March 16, 17 and April 7, 2016 to review and initiate the placement of preschool students with disabilities and on March 15, 16, April 5 and 7, 2016 for the Annual Review of Preschool students with disabilities.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 04/26/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016-2017 school year.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Bernice Radle 128 Fargo Avenue, #3 Buffalo, NY 14201	Parents and Partners Dinner Celebration – Guest Speaker	May 12, 2016	Cathy Sullivan	Maria Massaro 4/16/16 Cynthia Bianco 4/16/16
2.	Michael Faustino 36 Royal Brook Lane New York Mills, NY 13417	Presentation	April 27-28, 2016	Richard Carella	Maria Massaro 4/25/16 Cynthia Bianco 4/25/16
3.	David Fusani, Ph.D. 100 The Paddock Williamsville, NY 14221	Presentation	April 6, 13, 2016	Susan Rhodenizer	Maria Massaro 4/25/16 Cynthia Bianco 4/25/16
4.	Project LEE PO Box 392 Buffalo, NY 14205	Presentation	April 12, 14, 2016	Susan Rhodenizer	Maria Massaro 4/25/16 Cynthia Bianco 4/25/16
5.	Commercial Insurance Consultants Tim McMullen 5687 Main Street Williamsville, NY 14221	Seminar	On or before May 26, 2016	Joseph Giarrizzo	Maria Massaro 4/26/16 Cynthia Bianco 4/26/16

5. Unfinished Business

None

6. NEW BUSINESS

6.01 APPROVAL OF THE 2016/17 ADMINISTRATIVE BUDGET FOR THE ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES)

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls hereby approves the proposed 2016/17 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services in the amount of \$**2,566,272**.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Abstention: Mr. Cancemi

Carried

6.02 APPROVAL OF THE ELECTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) BOARD MEMBERS

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Niagara Falls Board of Education has joined the Board of Cooperative Educational Services for Orleans-Niagara Counties (BOCES); and

WHEREAS, This school district has been advised that there are presently *four (4) vacancies* on the BOCES Board; and as such has the right to cast one vote for each vacancy to be filled; and

WHEREAS, The Niagara Falls Board of Education has been informed of the candidates nominated to fill such vacancies; and

WHEREAS, No more than one person residing in a particular component school district may be elected to serve on BOCES at one time, except as provided in Education Law §1950 (2-a); now, therefore, be it

6.02 APPROVAL OF THE ELECTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) BOARD MEMBERS (cont'd.)

RESOLVED, That the Niagara Falls Board of Education approved the election of *Vincent Cancemi of the City School District of the City of Niagara Falls, Maureen K. Kaus of Niagara Wheatfield Central School District, Timothy F. Kropp of Wilson Central School District, and Colleen Osborn of North Tonawanda City School District*; and be it further

RESOLVED, That the District Clerk be authorized to complete the ballot and certification per instruction.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mrs. Rotella, and Mr. Vilardo,

Nays: None

Abstention: Mr. Cancemi

Carried

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2016

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The annual school election/budget vote of the Niagara Falls City School District will be held on **Tuesday, May 17, 2016**; and

WHEREAS, This Board at its **March 17, 2016**, Regular Meeting established the number and location of election polls; and

WHEREAS, Education Law 2607 states that "...the Board of Education shall appoint for each election district at least three qualified voters residing therein to act as inspectors at such election in such election district at such election;" and

WHEREAS, The District has canvassed persons for appointment to these positions; therefore, be it

RESOLVED, That the following list of qualified voters are hereby appointed to serve as Inspectors, to perform all duties in connection with canvassing of the ballots at said school election/budget vote pursuant to 2610 of the Education Law; and

RESOLVED, That each appointee be compensated in the amount of \$115.00 for the day's work, and

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2016 (cont'd.)

RESOLVED, That the Clerk of the Board of Education is hereby directed to give written notification of such appointment to each appointee, and

BE IT FURTHER RESOLVED, That inspectors elected as Chairpersons who will be responsible for the handling of absentee ballots, keys, and supplies at their respective polling sites and the returning of same will be compensated an additional \$20.00, and

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 16, 2016, be compensated \$25.00.

ANNUAL SCHOOL ELECTION May 17, 2016 <u>Election Inspectors</u> 3 rd Legislative District				
School Election District				
1	Elect. Dist.	1,11	Board of Education Admin. Bldg. 630 – 66 th Street	D Dorothy Gara R Deanna Crawford D Donna Toni R Michael S. Gawel
2	Elect. Dist.	2, 3	St. John De LaSalle 8469 Buffalo Ave	D Paula Mash R Kenneth Bak D Kelly V. Byrne R Nick Zawacki
3	Elect. Dist.	4,8,13	Grace Lutheran Church 736 Cayuga Drive	R Annemarie Evans D Shirley A. Wayda R R. Mathew Evans D Margaret R. Speck
4	Elect. Dist.	5	LaSalle Senior Citizens Center 9501 Colvin Blvd	D Roxanna Raverinni R Marla McGahey D Karen Gallo R Russell Peters
5	Elect. Dist.	6, 7	Geraldine J. Mann School 1330 95 th Street	R Betty M. Scrivano D Jacqueline C. Clinton R Elizabeth Lynn Egan D Timothy Morgan
6	Elect. Dist.	9, 10	79 th Street School 551 79 th Street	R Russell G. Hill D Livio Belaroli R Marla Schul
7	Elect. Dist.	12	Community Education Center 6040 Lindbergh Avenue	D Margaret Castile R David Maginn D Carol Tucker
School Election District			4 th Legislative District	
8	Elect. Dist.	1	St. John AME Church 917 Garden Avenue	D Ruby Turner R Helga Hickman D Nicole Laster
9	Elect. Dist.	2, 4	Veterans of Foreign Wars Pt. 917 2435 Seneca Avenue	D David Miles R Charlene Nicoletti D Randy Ubriaco D Evelyn Payne

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2016 (cont'd.)

School Election District			4th Legislative District	
8	Elect. Dist.	1	St. John AME Church 917 Garden Avenue	D Ruby Turner R Helga Hickman D Nicole Laster
9	Elect. Dist.	2, 4	Veterans of Foreign Wars Pt. 917 2435 Seneca Avenue	D David Miles R Charlene Nicoletti D Randy Ubriaco D Evelyn Payne
10	Elect. Dist.	3	Wrobel Towers 800 Niagara Avenue	D Harold Long R Steven Morinello D Saladin Allah
11	Elect. Dist.	5, 6	Niagara Falls Public Library 1425 Main Street	D Brenda Hamilton R John W. Schappacher D Angela McClinton
12	Elect. Dist.	7, 8	Niagara Arts & Cultural Center 1201 Pine Avenue	I Vincent P. Hurst D Karen R. Spencer R Betty Larratta D Eugene W. Frett
School Election District			5th Legislative District	
13	Elect. Dist.	1, 2, 3	St. Raphael Parish Center 1018 College Avenue	R William S. Carroll D Mary Wellar R Gayle A. Fadel D Jean M. Kennedy R Patricia Swift D Madeline E. Meranto R Darlene E. Moyer D Deborah Willis R Sally McCormick
14	Elect. Dist.	4	Spallino Towers 720 Tenth Street	D Carol Bax R Barbara A. Williams D Cynthia Harrison
15	Elect. Dist.	5, 6	John Duke Senior Citizens Center 1201 Hyde Park Blvd.	D Barbara L. Carella R Diana L. Clayton D Karen S. Grose R Michael R. Clayton D Patricia Marra, Poll Monitor
School Election District			6th Legislative District	
16	Elect. Dist.	1	Hyde Park School 1620 Hyde Park Blvd.	D John Carella Sr. R Gloria McGovern D Mary Rose Archie R Barbara Joyce, Poll Monitor
17	Elect. Dist.	2	Gaskill Prep School 910 Hyde Park Blvd.	R Melinda Matiasz D MaryAnne Mari R Marilyn Morreale

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2016
(cont'd.)

ANNUAL SCHOOL ELECTION May 17, 2016 <u>Election Inspectors</u>				
School Election District		6 th Legislative District		
18	Elect. Dist.	3,4,8	Cristoforo Columbo Society 2223 Pine Avenue	D Tana Shine R John Szczepczenski D Agnes Cicco R Keith Parmer
19	Elect. Dist.	5	City Hall 745 Main Street	I Sharon L. Smith D Gwendolyn Barnes D Maryann Koperski
20	Elect. Dist.	6,7	Niagara Street School 2513 Niagara Street	R Diana Jordan D Daniel R. Morrisette NOP Nicholas A. D'Agostino
21	Elect. Dist.	9	Packard Court Community Center 4300 Pine Avenue	D Isaiah Mathews I Jennifer L. Pries R Norman Bock
22	Elect. Dist.	10	LaSalle Prep School 7436 Buffalo Avenue	R Dorothy West D Phyllis Violanti R Carol Costantino

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.04 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2016

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Annual School Election/Budget Vote will be held on **Tuesday, May 17, 2016**; and

WHEREAS, At the Regular Board Meeting of **April 26, 2016**, election inspectors were appointed to work the polls for that election; and

WHEREAS, In the normal course of events some inspectors are unable to work on the particular day of the election and must be replaced; therefore, be it

6.04 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2016 (cont'd.)

RESOLVED, That the persons named on the attached list are hereby appointed as substitute election inspectors for said election; and

RESOLVED, That each inspector called in to substitute will be compensated in the amount of \$115.00 for the day's work; and be it

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 16, 2016, be compensated \$25.00.

ANNUAL SCHOOL ELECTION May 17, 2016 Additional Election Inspectors

School Election District		3 rd Legislative District		
1	Elect. Dist.	1,11	D Carol Pennesi	
3	Elect. Dist.	4,8,13	D Diane Humphrey D Christine Juergens	
4	Elect. Dist.	5	D Tammy Gallo D Bruce Reynolds Jr.	
5	Elect. Dist.	6, 7	D Kathleen L. Loyd D Rita Dupree D Carolyn F. Spacone	
4 th Legislative District				
8	Elect. Dist.	1	D Michael Watson D Rosemary Bass Mims D Brian Archie	
9	Elect. Dist.	2, 4	D Yvonne McKinnon D Joseph McGhee Jr. D Irene Wilson D Georgia Robinson D Betty Curry D Juanita Ewing	
10	Elect. Dist.	3	D Lyman Marilyn	
11	Elect. Dist.	5, 6	D Hazel Graham D Harinder Sandhu	
12	Elect. Dist.	7, 8	D Sheila Tallarico D Satnam Kaur	
5 th Legislative District				
13	Elect. Dist.	1, 2, 3,	D Mamie E. Stone D Charles N. Bennett R Kyle Sisler R Pamela Bruns I David Kempe	
6 th Legislative District				
18	Elect. Dist.	4	D Helen Drain	
22	Elect. Dist.	10	I Donna Stamborski D Sally MacIver	

6.04 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2016 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.05 APPROVAL OF APPOINTMENT OF AN ALTERNATE VOTING MACHINE CUSTODIAN FOR 2016

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, An election will be held on **Tuesday, May 17, 2016**; and

WHEREAS, The Board at its **March 17, 2016** Regular Meeting established the number and location of election polls; and

WHEREAS, Each election poll requires the use of one or more voting machines, which in turn require the services of voting machine custodians; and

WHEREAS, At the **March 17, 2016**, Regular Meeting of this Board, a resolution was passed which authorized the appointment of four machine custodians who have received special training to prepare machines for voting, correct any malfunctions on the day of the election and after the election, canvass, and clear the machines; and

WHEREAS, In the normal course of events, an appointed custodian is unable to work and must be replaced, an alternate should be available; therefore, be it

RESOLVED, That the Niagara Falls Board of Education appoint David Trane, who is a certified Voting Machine Custodian, as the alternate custodian for **2016**; and be it

RESOLVED, That Voting Machine Custodians David Trane, if called to substitute, will be compensated \$450.00 for his services.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.06 APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Annual School Election/Budget Vote will be held on *Tuesday, May 17, 2016*; and

WHEREAS, §2610, subdivision 4, of the New York State Education Law requires that the Board of Education shall meet after the canvass of votes on the day of the election or at eight o'clock in the evening of the day following such election to officially examine and announce the results of the election; and

WHEREAS, It is the intent of this Board of Education to comply completely with the provisions of the law; therefore, be it

RESOLVED, That the Niagara Falls Board of Education will hold the Statutory Meeting, as required by law, on *Wednesday, May 18, 2016*, at 8:00 P.M., E.D.S.T., to officially examine and announce the results of the Annual School Election/Budget Vote held on *Tuesday, May 17, 2016*.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.07 APPROVAL OF FILING OF PROPOSED DISTRICT CODE OF CONDUCT, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 18, 2016)

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend as appropriate Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Code of Conduct for the District; and

**6.07 APPROVAL OF FILING OF PROPOSED DISTRICT CODE OF CONDUCT,
AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC
HEARING (MAY 18, 2016)**

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct, as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Code of Conduct, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Code of Conduct, as amended, and be it further

RESOLVED, that the Code of Conduct, as amended, be filed in the District Clerk's office for public comment on April 17, 2015, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **May 18, 2016, at 6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Code of Conduct in the District Clerk's office as of April 17, 2016, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 18, 2016**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.08 APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 18, 2016)

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, a Comprehensive District-Wide School Safety Plan that addresses crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Comprehensive Plan; and

WHEREAS, a District-Wide School Safety Team appointed by the District, reviewed and amended the Comprehensive District-Wide School safety Plan for the Niagara Falls City School District in accordance with the laws and regulations; and

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Comprehensive District-Wide School safety Plan, as amended, anticipated to be filed by the District-Wide School Safety team, and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan, as amended, be filed in the District Clerk's office for public comment on April 17, 2016, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **May 18, 2016, at 6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Comprehensive District-Wide School Safety Plan, as amended, in the District Clerk's office as of April 17, 2015, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 18, 2016**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

6.08 APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 18, 2016) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.09 APPROVAL OF FILING OF SUMMARY OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 18, 2016)

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, Building-Level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulation adopted and filed Building-Level safety Plans for District Schools annually as required; and

WHEREAS, Building-Level School Safety Teams appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-Level School Safety Plan for their respective school; and

WHEREAS, a summary of each Building-Level School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-Level School Safety Plans, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education accept the Building-Level School Safety Plans, as amended, and submitted by the Building-Level School Safety Teams for the respective schools, and be it further

6.09 APPROVAL OF FILING OF SUMMARY OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 18, 2016) (cont'd.)

RESOLVED, that a summary of the Building-Level School Safety Plans, as amended, be filed in the District Clerk's office for public comment on April 17, 2015, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **May 18, 2016, at 6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the Summary of the Building-Level School Safety Plans, as amended, in the District Clerk's office as of April 17, 2015, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 18, 2016**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.10 APPROVAL OF ENROLLMENT PROJECTIONS FOR 2016-2017

Rev. Dobbs moved for approval of the following resolution. Mrs. Rotella seconded the motion.

WHEREAS, It is necessary that the Board of Education each year approve the enrollment projections for the next school year; and

WHEREAS, The projections are used as a basis for interpreting staff needs, supply items expenditures, evaluating racial balance, developing the school capacity report, and for studying the feasibility of adjusting facilities to future needs; therefore be it

RESOLVED, That the Board of Education approve the enrollment projections for 2016-2017 as listed below:

6.10 APPROVAL OF ENROLLMENT PROJECTIONS FOR 2016-2017 (cont'd.)

Grade	Without "500" Students ¹	With "500" Students ²
Universal Pre-K	340	340
Kindergarten	505	531
Grade 1	539	555
Grade 2	554	577
Grade 3	545	560
Grade 4	527	551
Grade 5	494	511
Grade 6	473	503
Grade 7	467	497
Grade 8	490	516
Grade 9	532	561
Grade 10	522	533
Grade 11	464	489
Grade 12	450	484
Special Education	237	277
Total Projected Enrollment	7,139	7,505

¹ Registered students in the NFCSD (no "500" codes or charter school students)

² Projected 2016-17 students in "NFCSD classrooms including 500 codes and Charter School students

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

6.11 APPROVAL TO RECERTIFY THE DISTRICT PLAN FOR THE PARTICIPATION OF PARENTS AND TEACHERS IN SCHOOL BASED PLANNING AND SHARED DECISION MAKING

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, the District subscribes to the belief that all stakeholders' input and involvement is directly linked with the higher student achievement, more positive student attitudes and behavior, and improved school climates; and

WHEREAS, All major District committees include at least one parent representative as well as teachers and additional stakeholders; and

6.11 APPROVAL TO RECERTIFY THE DISTRICT PLAN FOR THE PARTICIPATION OF PARENTS AND TEACHERS IN SCHOOL BASED PLANNING AND SHARED DECISION MAKING (cont'd.)

WHEREAS, The various stakeholders in our District-wide community of learners have a shared voice in the decision-making process; therefore be it

RESOLVED, That the Board of Education approve the recertification of the District Plan for the Participation of Parents and Teachers in School-based Planning and Shared Decision Making and be it further

RESOLVED, That the Board directs the Superintendent to ensure that the District's Shared Decision Making Plan is posted on the District's website.

NIAGARA FALLS CITY SCHOOL DISTRICT OFFICE OF HUMAN RESOURCES

TOTAL QUALITY PROCESS

The Niagara Falls City School District – its Board of Education, the administration, teaching and support staff, the parents, and community members – believes that it is its mission to guarantee educational excellence for every student and to prepare students for successful employment, continuing education, and life-long learning in an ever-changing.

In keeping with that mission, the following major beliefs provide the foundation of the Total Quality Process for our District:

1. Adopting a Total Quality Process is a constructive step for our District which allows everyone to strive for excellence.
2. People bring to Total Quality Process a wealth of creativity and ability to work together toward a common goal.
3. The Total Quality Process will take time and patience

Based on these beliefs, the school community supports the establishment of a Total Quality Process for our District. This document constitutes an outline of that process.

The roles and responsibilities of the Executive Quality Council shall be:

1. To develop a system for effective communication among all members of quality councils and stakeholder groups.
2. To evaluate and assess the performance of the Total quality Process continually and to make recommendations for improvement.
3. To encourage the development of plans which will meet the District mission and goals through the Total Quality Process at appropriate levels.
4. To monitor, on its own initiative, plans and proposals of the site-based School Quality Councils for compliance with negotiated contracts, laws, regulations, and policies.
5. To respond to questions from the site-based School Quality Councils concerning compliance with negotiated contracts, laws, regulations, and policies and to seek interpretations thereof; and further to help seek waivers from the appropriate body where necessary.

6.11 APPROVAL TO RECERTIFY THE DISTRICT PLAN FOR THE PARTICIPATION OF PARENTS AND TEACHERS IN SCHOOL BASED PLANNING AND SHARED DECISION MAKING (cont'd.)

6. To provide advice and/or facilitators to site-based School Quality Councils.

Composition of the Executive Quality Council:

Superintendent of Schools
President, Niagara Falls Teachers
President, C.S.E.A. (2)
President, A.S.C.
President, N.I.A.S.
President, S.T.U.
President, District-Wide Parent Committee
President, High School Student Council (2)
Board of Education Member
Community Representative
Higher Education Representative
Business Leader

The Executive Quality Council will determine the process/method for selection of the community, business, and higher education representatives.

The Executive Quality Council should consider representation from various groups not specifically included in the above organizational framework.

The term of office for each member of the Executive Quality Council will be an annual appointment. Each stakeholder group will determine its representative(s) yearly and may appoint at its discretion.

Appointments will be made in June to begin July 1.

Authority of the Executive Quality Council:

Whatever authority is vested in any member of the committee is also vested in the Executive Quality Council, provided consensus is reached to exercise that authority.

The Executive Quality Council may implement any decision where it is already in the domain of a member of the committee to implement and where the implementation and impact if limited to that domain.

Resources – Executive Quality Council:

A specific dollar amount for staff development and other expenses necessary for the operation of the Executive Quality Council will be recommended for inclusion in the District budget.

Should additional funds be required, requests will be made to the appropriate body.

All decisions of the Executive Quality Council shall be by consensus.

Roles and responsibilities assigned to the School Quality Councils:

1. To assess the needs of the site which will enable the staff to develop plans for achieving the established goals.
2. To assure that all affected stakeholders are involved in the Total Quality Process.
3. To ensure that all decisions are in accordance with negotiated contracts, laws, regulations, and policies.

6.11 APPROVAL TO RECERTIFY THE DISTRICT PLAN FOR THE PARTICIPATION OF PARENTS AND TEACHERS IN SCHOOL BASED PLANNING AND SHARED DECISION MAKING (cont'd.)

4. To refer matters beyond the authority of the School Quality Councils to the Executive Quality Council.
5. To evaluate and assess the Total Quality Process within the site and recommend plans for improvement.

Composition of the School Quality Councils:

Each site will consist of the principal, three teachers, one support staff, two parents, and one community representative. In addition, each middle school and high school will include two students.

Selection for Membership on the School Quality Councils:

Each site stakeholder group will determine its members who will be selected specifically for the purpose of the Total Quality Process, except that the community representative will be selected through a process determined by the rest of the committee.

Site Committee Term of Office:

The term of office for each member of the School Quality Council will be an annual appointment. Each stakeholder group will determine its representative(s) yearly and may reappoint at its discretion. Appointments will be made in June to begin July 1.

Authority of the School Quality Councils:

Whatever authority is vested in any member of the committee is also vested in School Quality Council provided consensus is reached to exercise that authority.

The site committee may implement any decision where it is already in the domain of a member of the committee to implement and where the implementation and impact is limited to that domain.

Resources – School Quality Councils:

Each School Quality Council will allocate allotted resources for the effective function of that committee.

School Quality Council decisions shall be made by consensus.

This document may be altered by consensus of the Executive Quality Council upon consultation with all the School Quality Councils.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mrs. Bianco called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
April 26, 2016

Congratulations!...

- Our students who won the Bronze Medal in their Basketball division in the Special Olympics which took place at Niagara University, and to those who students who took part in a Skills Competition and won Gold, Silver, and Bronze medals along with various ribbons. The students are taught by Ms. Maria Taylor, Ms. Karyn Morrison, Ms. Maryann Taibi's, Mrs. Maralynn Giancola's, Ms. DianeTunnickliff, and Ms. Nicole Grant.
- On a job well done by Mr. Jonathan D Robins, Mr. John L Forcucci, and all the coaches for a successful, inaugural Wolverine Track and Field Invitational last weekend. Thanks to our Inventing Tomorrow capital projects, that made it possible for us to host such an event.
- To the 12 Niagara Falls High School students who recently earned Microsoft Certifications, some earned two or even three.
- To Mr. Cancemi, who was elected to serve on BOCES Board.
- To Rev. Dobbs, who will be installed as a Bishop at a ceremony to be held this weekend.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Cynthia Bianco
April 26, 2016

Others...

At Niagara Falls High School, the Anchored Bible Club is currently having a drive to collect personal care items to be distributed to students in need.

Track Invitational – NFHS hosted Track Invitational this past weekend. Mr. Laurrie reported that the field behind NFHS was in full use. There were over 1,000 people in attendance. Every piece of equipment was used and all events went off perfectly. They started at 10 a.m. until 7 p.m. Everyone who attended was impressed and we all should be proud. Looking forward to the future use of the field; there are plans in the works to bring people in. **Board members are looking forward to the future use of the field as well. Congratulations on its success.**

Budget Presentation – On another note, Mr. Giarrizzo presented the budget to District Parent Committee this evening; earlier today he and Mr. Vilardo taped a budget presentation with Mrs. Glaser. All budget information is in the newsletter, on-line, and in brochures which will be distributed at the Parents & Partners dinner, and made available generally.

Niagara Falls Education Foundation – Mrs. Bianco announced that the annual Foundation dinner is Thursday, April 28th, at 5 p.m. at Antonio's.

Parents/Partners Dinner – Mrs. Bianco announced that the annual Parents/Partner dinner is coming up in May (12th).

School Union Calendar 2016/17 – Mrs. Bianco thanked Mrs. Massaro and the NFT team for the work they put in to developing the calendar for 2016/17 school year.

COMMENTS BY BOARD MEMBERS

A presentation on STEM was made prior to the Board meeting. Board members were impressed with and encouraged by the STEM Program and the presentation made by the students.

Mr. Cancemi commented on how excited he is about the program going forward.

Mr. Jocoy public service announcement was a reminder about this week's scholarship dinner sponsored by the Foundation.

Mr. Paretto commented on how proud he is of what's going on in the District. He encouraged everyone to come out and support the PSA by buying a Chiavetta's chicken dinner to raise funds for the 2017 senior class.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Restaino congratulated everyone involved in the STEM presentation and the Track Invitational. He wished more people would come to Board meetings to see what our students, teachers, and staff are doing in the District.

Mr. Vilardo concurred with all the comments made about the STEM Program and the Track Invitational.

ADJOURNMENT

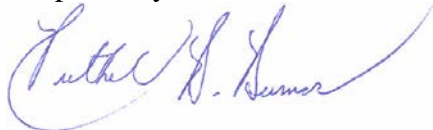
Rev. Dobbs moved that the meeting be adjourned in memory of the following who recently passed away. Mr. Restaino seconded the motion.

All were in favor; motion carried unanimously.

- *Mrs. Martha Switzer, former teacher
- *Mrs. Jeanne Ransom, former Key Punch Operator
- *Mr. Frank A. Mannarino, retired Construction Manager
- *Mrs. Mary R. Szalach, mother-in-law of Lisa Szalach (teacher @ NFHS)
- *Mr. Joseph F. Rotundo, father of Frank Rotundo (TA @ Mann/Abate)
- *Mr. John C. LaRusso Jr., former Maintenance Worker
- *Mr. Joseph V. Oblamski, retired teacher and husband of Theone Oblamski, retired Home and Careers teacher
- *Mrs. Mary Parenti, retired teacher
- *Mr. John Esposito, father of Michael Esposito (Social Studies teacher @ NFHS)
- *Mrs. Lois Vivian Pera, retired Teachers Aide
- *Mrs. Victoria R. Kowalski, retired teacher
- *Mrs. Mary Jane Corsaro, mother of Gary J. Corsaro (Sr. General Repairer) and Robert Corsaro (Custodian @ Kalfas)
- *Mr. Robert Hammett, retired Maintenance Worker
- *Mrs. Marjorie R. Fisher, grandmother of Thomas Fisher (TSA @ Kalfas)

The April 26, 2016, Special Board Meeting be adjourned at 7:42 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2016 MEETINGS - MINUTES

DATE: May 5, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Niagara Falls High School Red & Green Cafeteria
4455 Porter Road, Niagara Falls, New York

CALL TO ORDER: The meeting was called to order at 5:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo,

MEMBERS ABSENT: Rev. Dobbs (*excused*)

As part of the BRS, the '2016 Tenure Teacher/ Employees
of the Year Reception was held at 5:00 p.m.

Special Presentations - "2016 Tenure/Permanent Status Recipients"

The following individuals successfully completed their probationary period, and therefore, will be recommended for tenure via the Personnel Report. In appreciation of their efforts and accomplishments, a reception was held during the BRS Work Session.

Tenure Recipients



NFT

Name

Claudia Alex
Cathleen Chilberg
Heidi Ingham
Kristina Johnson
Cynthia Jones
Philip Mohr, Jr.
Christina Morinello
Carrie Murray
Anne Petrozzi
Jeffrey Showers
Rachelle Showers
Derek Zimmerman

Area

Special Education
English Teacher
Special Education
Pupil Services Assistant
Principal
Special Education
Teaching Assistant
Elementary
Speech Teacher
Principal
Teaching Assistant
Assistant Principal

Special Presentations - '15/16 Employee Recognition Awards

Ms. Maria Massaro, Administrator for Human Resources, introduced the recipients of the awards and gave background information on the criteria used in the selection process.

Elizabeth Carroll

***Pupil Services Assistant
Community Education Center***

Frank Janese

***Custodian
Niagara Falls High School***



The attributes of the recipients were listed as acknowledged in the recommendation narratives.

A plaque was presented to each of the recipients for being selected employee of the year.

Special Event **District-wide Art Show**

Opening Reception held this evening from 5 – 7 p.m.



Your Public Schools featured this example of giraffe artwork from Nicole Campbell's grade three art classes. This particular mixed media piece was created by artist Penny Lane.

TOPICS OF DISCUSSION:

The following topic was presented and discussed [*\(notes of the work session are available ...Boarddocs Library/General\)*](#):

- Agenda Review – May 18th Regular Meeting –
Mrs. Bianco/Ms. Massaro

BRS WORK SESSION ADJOURNS

The May 5, 2016, BRS Work Session concluded at approximately 7 p.m.; there were no objections.

Respectfully submitted,



Ruthel D. Dumas, District Clerk, Transcriber of Proceedings

Linda Hohmann, Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2016 MEETINGS - MINUTES

DATE: May 5, 2016

KIND OF MEETING: **Public Hearing on the 2016/17 School District Budget**

LOCATION: Niagara Falls High School, 4455 Porter Road,
Niagara Falls, NY

CALL TO ORDER: The Public Hearing was called to order by Board
President Nicholas Vilardo at **7:30** p.m.

The Public Hearing was opened with the Pledge of
Allegiance and a prayer led by Mrs. Rotella.

MEMBERS PRESENT: **Mr. Barstys, Mr. Cancemi, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mrs. Rotella, and Mr. Vilardo**

MEMBERS ABSENT: **Rev. Dobbs and Mr. Restaino** (*both excused*)

CLERK PRO TEM Mr. Barstys moved that Judie Glaser serves as
Clerk Pro Tem in the absence of District Clerk
Ruthel Dumas. Mrs. Rotella seconded the motion.

Motion carried unanimously by those present.

PUBLIC HEARING – INTRODUCTION

Mrs. Bianco explained that we are holding a Public Hearing for the Board of Education's 2016-17 General Fund Budget. She explained the process used. Mrs. Bianco recognized all the staff who has worked very hard in presenting a budget to our taxpayers and she thanked the Board of Education for its input and support.

PUBLIC HEARING – BUDGET OVERVIEW

Mr. Giarrizzo presented the 2016-17 General Fund Budget.
Voting will take place on May 17th from noon until nine o'clock.

BUDGET HEARING – PUBLIC COMMENTS

None.

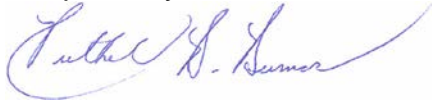
PUBLIC HEARING ON THE 2016/17 SCHOOL DISTRICT BUDGET ADJOURNS

Mr. Barstys moved that the May 5, 2016, Public Hearing on the '16/17 Budget be adjourned in memory of the following; seconded by Mr. Paretto. All were in favor, no objections; meeting adjourned.

*Mrs. Marilyn Stampor, mother of Martha Amoretti (Physical Ed. Teacher @NFHS)

*Mr. James L. Fraser, grandfather of Laura J. Kashishian (Special Ed. Teacher @ GJ Mann)

Respectfully submitted,



Ruthel D. Dumas, District Clerk, rdd

Judie Glaser, Clerk ProTem

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2016 MEETINGS - MINUTES

DATE: May 18, 2016

KIND OF MEETING: Public Hearing on Safety Plans/Regular Meeting

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Restaino, Mr. Petrozzi, Mrs. Rotella(6:50), and Mr. Vilardo

MEMBERS ABSENT: Mr. Paretto (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Wellness Policy – Mr. Laurie/ Mr. Wojton/ Ms. Tynan/Mr. LaGreca
- District building at 1170 on Elmwood Avenue – Mr. Smeal
- Review of Agenda for May 18th – Mrs. Bianco/Ms. Massaro

PUBLIC HEARING

The Public Hearing was called to order by Board President Nicholas Vilardo at **6:48** p.m.

The Public Hearing was opened with the Pledge of Allegiance and a prayer led by Rev. Dobbs.

PUBLIC HEARING – OVERVIEW - SAFETY PLANS

An overview of the Safety Plans and any amendments were presented.

PUBLIC COMMENT

None.

PUBLIC HEARING ADJOURNS

Mr. Restaino moved that the Public Hearing on the Safety Plans be adjourned.
Mr. Barstys seconded the motion. Public Hearing adjourned at 6:55 p.m.

REGULAR BOARD MEETING

The Regular Meeting was called to order by President Nicholas Vilardo at 7:03 **p.m.**

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and Mr. Vilardo

MEMBERS ABSENT: Mr. Paretto (*excused*)

CLERK PRO TEM: Mrs. Glaser continued to serve as Clerk Pro Tem in the
absence of District Clerk Ruthel Dumas.

ORAL COMMUNICATIONS

Mr. Latham, NFT President, objected to the funding of Summer Camp; NFT feels
the funds might be found elsewhere, via donation.

Mr. Michael Barlett and another fellow student spoke in support of the HOLA
program. They feel it is very valuable both to younger and older students.

Mr. Laurie noted that no decisions have been made about HOLA yet.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

None.

BUDGET TRANSFER #10

Mr. Restaino moved for approval of the following resolution on Approval of
Budget Transfer #10. Mr. Barstys seconded the motion.

BUDGET TRANSFER #10 (cont'd.)

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 426,449.14 among the following fund, function, object, and location codes:

General Fund:	\$ 291,652.14
Special Aid Funds:	\$ 25,176.00
Capital Projects Fund	\$ 109,621.00

The motion was approved unanimously by those present.

BIDS

None.

TREASURER'S REPORT

The Treasurer's Reports for March 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for May 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VI. Rev. Dobbs seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Christine Calarco	Teacher Grade 4 Niagara Street	15 years	June 30, 2016
Patrick Connolly	Teacher English as a Second Language NFHS (.5)/LPS (.5)	23 years	June 30, 2016
Sandra Coyle	Teacher Pre-K 79 th Street School	14 years 6 months	June 30, 2016
Lisa Ferenc	TSA as Instructional Coach Cataract	29 years 8 months	June 30, 2016
Elizabeth Krause	Teacher Special Education Niagara Street	26 years	June 30, 2016
Diana Lester	Teacher Math - LPS	27 years 6 months	June 30, 2016
Patricia Miller	Cultural Specialist II Abate	22 years 1 month	June 23, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Devon Printup <u>R</u>	Teacher Kindergarten Abate (Roberta Cortese)	\$46,915 Step 1-30M A2103.149.097	February 1, 2016 – until teacher returns (Converted on 5/11/16)
Jordin Puzan <u>S</u>	Teacher Special Education Cataract (Jennie Cyran)	\$40,198 Step 1-BA A2103.149.097	February 1, 2016 – until teacher returns (Converted on 5/13/16)

III. TENURE APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Claudia Alex <u>R</u>	Teacher Special Education Mann (.5)Maple (.5)	Special Education	September 1, 2016
Cathleen Chilberg <u>R</u>	Teacher English NFHS	English	September 5, 2016
Heidi Ingham <u>R</u>	Teacher Special Education Kalfas	Special Education	September 1, 2016
Cynthia Jones <u>R</u>	Level 3 Administrator Abate	Level 3 Administrator	July 1, 2016
Christina Morinello <u>R</u>	Teaching Assistant 79 th Street	Teaching Assistant	September 1, 2016
Anne Petrozzi <u>R</u>	Teacher Speech NFHS (.6) Abate (.4)	Teacher Speech	September 1, 2016
Derek Zimmerman <u>R</u>	Level 5 Administrator NFHS	Level 5 Administrator	September 1, 2016

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roberta Cortese	Teacher Kindergarten Abate	Medical (without pay)	June 3, 2016 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE B/TRC PRESENTER

1. EMA BOOSTER PROGRAM – GRADES 3-6 – NTE 10 HOURS EACH – APRIL – JUNE 2016

Jennifer Korzelius

Thomas Marcantonio

2. AIS TUTORING – NFHS – NTE 10 HOURS EACH – MAY 23, 2016 – JUNE 10, 2016

Patricia Boisclair

Erik Olander

Alexandria Porter

3. TRC DIRECTOR TRANSITION – NFHS – NTE 30 HOURS – (4/04/16 – 6/30/16) (REVISED FROM 3/17/16) – F2070.140.045.8116

Karen Waugaman

V. SCHEDULE B/TRC PRESENTER (Continued)

4. TRC PRESENTER – EUREKA MATH/GREAT MINDS TRAINING THROUGH 6/30/16 – NTE 4 HOURS @ \$50.00/HR –F2070.007.045.8116

Carrie Cino

5. FALL 2016 ATHLETIC PLACEMENT PROCESS TESTING – NTE 8 HOURS EACH – A2855.141.098

Martha Amoretti

Robert Braham

VI. SCHEDULE C

FALL SUPPORT STAFF APPOINTMENTS – 2016 – 2017 SCHOOL YEAR - \$51.20/PER DAY – NTE 25 EVENTS – A2855.141.098

Teresa Barosky

Bruce Brundidge

Salvatore Constantino

Michelle Cutler

Bryan Devantier

Vicky Drylewski

Louise Dunning

Richard Dunning

Mark Edwards

Leslie Ellis

Thomas Filosofos, Sr.

Betty Ivancic

Teresa Kurilovitch

Carol Lucas

Stanley Mack

Kelly Maynard

Erik Olander

Tina Panepinto

Michele Pryor

Joseph Rizzo

Rachel Rotella

Nicholas Ruffolo

Pamela Smith

Frank Strangio

Mark Teoli

Daniel Weiss

Rasheen Wilson

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Cancemi moved for approval of the following Personnel Report for Classified Staff, Items #I through #VIII.
Rev. Dobbs seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Barbara Cohen	Associate Library 5.5 Hours Hyde Park	35 years 2 months	June 30, 2016
	Sharon Colletti	Principal Account Clerk/Accounting Manager - Finance Office	29 years 2 months	July 5, 2016
	Tanya Wilson	Senior Account Clerk Finance Office	30 years 6 months	July 5, 2016
II.	<u>RESIGNATIONS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Matthew Duffy	Asst. Child Care Assoc. 6 Hours Cataract	5 years 5 months	May 13, 2016
III.	<u>PROMOTIONAL/PROVISIONAL APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	MaryBeth Spacone R	Account Clerk \$45,496 Step 4 w/Longevity A1325.164.005 (.5) Bus. Office A5510.164.027 (.5) Transport.	Senior Account Clerk \$49,195 Step 4 w/Longevity A1325.164.005 (.5) Bus. Office A5510.164.027 (.5) Transport.	July 1, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III. PROMOTIONAL/PROVISIONAL APPOINTMENTS (Continued)

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Aaron Stom R	Network Engineer \$65,786 Step 4 w/Longevity A1680.161.020	Senior Network Engineer \$68,786 Step 1 w/Longevity A1680.161.020	July 1, 2016

IV. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Shanika Jones	Cleaner 8 Hours NFHS	\$35,517 Step 1 w/Longevity A1623.167.016	May 2, 2016 – June 30, 2016
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,276 Step 3 A1623.167.056	May 2, 2016 – June 30, 2016

V. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter - Niagara Street (Vincent Ventry, Sr.)	\$36,948 Step 1 A1623.162.061	June 1, 2016 – June 30, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$30,988 Step 1 w/Longevity A1623.167.016	June 1, 2016 – June 30, 2016
Patricia Kozlowski	Porter - Hyde Park (Rick Dumas)	\$36,948 Step 1 A1623.162.058	June 1, 2016 – June 30, 2016
Maria McKean	Cleaner 7 Hours - District-Wide (Maria Carella)	\$29,938 Step 1 A1623.167.016	June 1, 2016 – June 30, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$29,938 Step 1 A1623.167.016	June 1, 2016 – June 30, 2016

V. EXTENSION OF TEMPORARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Vincent Ventry, Sr.	Custodian - Niagara Street (Richard Silvaroli)	\$48,355 Step 1 w/Longevity A1623.162.061	June 1, 2016 – June 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Cecelia Barron	Classroom Pre-K 3 Assoc. 5.5 Hours Abate (probationary)	Classroom Pre-K 3 Assoc. 5.5 Hours Abate	May 19, 2016
Cathlene Dorsogna	Classroom Pre-K 3 Assoc. 5.5 Hours Abate (probationary)	Classroom Pre-K 3 Assoc. 5.5 Hours Abate	May 19, 2016
Paul Jaroszewski	Driver 10 Months District-Wide (probationary)	Driver 10 Months District-Wide	May 23, 2016
Linda McDonnell	Classroom Pre-K 3 Assoc. 5.5 Hours Abate (probationary)	Classroom Pre-K 3 Assoc. 5.5 Hours Abate	May 19, 2016
Crayuana Page	Classroom Pre-K 3 Assoc. 5.5 Hours Abate (probationary)	Classroom Pre-K 3 Assoc. 5.5 Hours Abate	May 19, 2016
Terry Stonebraker	Food Service Helper 3 Hours LPS (probationary)	Food Service Helper 3 Hours LPS	May 30, 2016
Maria Strangio	Cleaner 7 Hours District-Wide (probationary)	Cleaner 7 Hours District-Wide	May 29, 2016
Karl Zaker	General Repairer Maintenance (probationary)	General Repairer Maintenance	May 9, 2016

VII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Joan Donahue	School Monitor Lunch 3 Hours Cataract	Medical (without pay)	May 2, 2016 – May 27, 2016
Pamela Fuller	Senior School Monitor 7 Hours Abate	Personal (without pay)	June 3, 2016
Mary Hosey	Food Service Helper 3 Hours NFHS	Medical (without pay)	May 23, 2016 – June 7, 2016
James Silvaroli	Technology Associate 6 Hours Information Services	Personal (without pay)	April 11, 2016 – June 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII. ADDITIONAL HOURS

A. EQUIPMENT INVENTORY – KALFAS – NTE 6 HOURS – APRIL 2016

Jean Robbins

B. REVISION TO BREAKFAST DUTY – HYDE PARK – NTE .50 HOURS PER DAY – 2015-16 SCHOOL YEAR

REVISE:
9/01/15 to 4/29/16

Luciana D'Amico

ADD:
5/09/16 to 6/30/16

Brittany Sebring

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on April 5, 12, 13, 15, 19, 20, 21, 22, 25, 26, 27, 28 and May 3, 9, 10, 12, 13, 2016 for the annual review of special education students and on March 3 and April 1, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 25, 27, 28 and May 2, 3, 4, 6, 9, 11, 12 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 05/18/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on April 5, 21, May 5, 2016 to review and initiate the placement of preschool students with disabilities and on April 12, 13, 14, 19, 26, 27, May 3 and 10, 2016 for the Annual Review of Preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations [\(BoardDocs, see “Meetings”, 2016, 05/18/16, 4, 4.09\)](#) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016-2017 school years.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Jon Gatto The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	May 2, 9, 11, 16, 2016	Susan Rhodenizer	Maria Massaro 5/13/16 Cynthia Bianco 5/13/16
2.	Global Spectrum, L.P. The Conference & Event Center 101 Old Falls Street Niagara Falls, NY 14301	Senior Prom 2017	June 16, 2017	Robert Bradley	Mark Laurrie 5/16/16
3.	Jon Cocca 2430 North Forest Road Getzville, NY 14068	Senior Pictures	May 23, 24, 25, 2016 September 12, 13, 26, 2017	Amy Chiarella	Mark Laurrie 5/17/16 Cynthia Bianco 5/17/16

6. Unfinished Business

None

7. NEW BUSINESS

7.01 APPROVAL OF RECEIPT OF GIFT MS. LISA GRAFF

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Ms. Lisa Graff has donated a Signet 100 Clarinet (and case), valued at \$200, to 79th Street Elementary School; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept this donation to 79th Street Elementary School; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Ms. Lisa Graff, 8619 Griffon Avenue, Niagara Falls, NY 14304.

Motion approved unanimously by those present.

7.02 APPROVAL OF RECEIPT OF GIFT THE FROM NIAGARA FALLS EDUCATION FOUNDATION

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The Niagara Falls Education Foundation has donated \$6,105 to Mrs. Julia Conti's Government and Politics class at Niagara Falls High School; and

WHEREAS, These students visited The White House and Washington, DC; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept this donation to the Niagara Falls City School District; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Mr. Arthur Jocoy, Niagara Falls Education Foundation, P.O. Box 595, Niagara Falls, NY 14302.

Motion approved unanimously by those present.

7.03 APPROVAL OF RECEIPT OF GIFT FROM THE JOSEPH AND RIVA MEHR FUND AT THE COMMUNITY FOUNDATION FOR GREATER BUFFALO

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

7.03 APPROVAL OF RECEIPT OF GIFT FROM THE JOSEPH AND RIVA MEHR FUND AT THE COMMUNITY FOUNDATION FOR GREATER BUFFALO

WHEREAS, The Joseph and Riva Mehr Fund at the Community Foundation for Greater Buffalo has donated \$5,000 designated for the support of special education students attending Camp Wolverine Functional Skills Summer Camp; therefore be it

RESOLVED, That the Niagara Falls Board of Education on behalf of the Camp Wolverine Functional Skills Summer Camp, gratefully accept the donation of \$5,000 and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Ms. Vicki J. Mehr, 728 Tuscarora Street, Lewiston, NY 14092.

Motion approved unanimously by those present.

7.04 REAFFIRMING APPOINTMENT OF DISTRICT'S REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE NIAGARA POWER COALITION BOARD OF DIRECTORS

Rev. Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, the Niagara Power Coalition's (NPC) By-laws require appointment of a Representative and Alternate Representative from each of the Members of the NPC; and

WHEREAS, the Representative appointed by the Member is the official to serve as Director of the NPC and will be the official voting Member of the NPC and the Alternate Representative of the Member will act in the absence of the Representative; and

WHEREAS, The Niagara Power Coalition recently requested that the District reaffirm its appointments; and

WHEREAS, The Superintendent recommends the appointments be made according to position, that is the Superintendent be the Representative and the School District Attorney the Alternate; therefore be it

RESOLVED, that the Board of Education hereby appoints the Superintendent of Schools as its Representative, and the School District Attorney, as its Alternate Representative to the Niagara Power Coalition; and further

RESOLVED, that the District Clerk be directed to forward a copy of this Resolution to the Niagara Power Coalition and advise it of the persons presently in such positions.

Motion approved unanimously by those present.

7.05 APPROVAL OF MEMBER OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK'S AUDIT COMMITTEE

Mr. Cancemi moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, In order to achieve its goal to insure public confidence in the operation of the School District and expenditures of tax dollars, in February 2005, the Board of Education created an Audit Committee as a standing committee, comprised of all members of the Board of Education sitting as a Committee of the Whole; and

WHEREAS, The Audit Committee was charged with the responsibility of overseeing District finances by developing requests for proposals for external audit functions, evaluation of responses to requests, making recommendations to the Board; and

WHEREAS, In 2009 the Board reconstituted the Audit Committee to consist of nine members, five of whom would be Board of Education Members and four of whom would be community members, with all appointed by the Board of Education to serve for a period of one (1) year or until their replacement whichever shall later occur; and

WHEREAS, The members of the Audit Committee will be appointed at the will of the Board as per the aforementioned motion; and

WHEREAS, The Board now wishes to fill the vacancy created by a resignation and appoint a replacement Member to the Audit Committee to serve until June 30, 2016 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint Ronald Anderluh as a Member of the Audit Committee to serve for a term commencing May 19, 2016 and ending June 30, 2016 or until replacement, whichever shall later occur.

Motion approved unanimously by those present.

7.06 APPROVAL OF 2015-2016 REVISED HEALTH SERVICE FEES FOR NON-RESIDENT PRIVATE AND PAROCHIAL SCHOOL STUDENTS

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, Health service fees are annually established by the school district so that proper charges may be made to districts of residence for non-resident private and parochial school students requiring the provision of these services by this school district pursuant to Section 912 of the New York State Education Law; and

7.06 APPROVAL OF 2015-2016 REVISED HEALTH SERVICE FEES FOR NON-RESIDENT PRIVATE AND PAROCHIAL SCHOOL STUDENTS

WHEREAS, Based on expenses of \$3,088,966.90 for 2015-2016 and public school enrollment of 7,044 and a parochial school enrollment of 273 as of October 2, 2015, the per pupil cost amounts to \$422.16 therefore, be it.

RESOLVED, That the 2015-2016 health service fee for non-resident private and parochial school students be established at the rate of \$422.16 therefore, be it.

RESOLVED, That the attached contract be approved to be used when billing each school district.

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate ____ day of _____, 20____ by and between the Board of Education of _____ as trustee(s) of _____, Country _____ of _____, N.Y., party of the first part, and the Board of Education of the Niagara Falls School District as trustee of the Niagara Falls School District, County of Niagara, N.Y., party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending non-public schools in the Niagara Falls School District, County of the Niagara, N.Y., to begin _____, 20____ and to end June 30th, 2016.

Now, therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$ _____ for health and welfare services to be provided under Section 912 of the Education Law for approximately _____ children residing in the District of _____ County Of _____ N.Y., and attending non-public schools in the Niagara Falls School District, County of Niagara, N.Y.

And the party of the second part agrees with the part of the first part as follows:

1. That the Health and Welfare Services provided under Section 912 shall consist of the following:
Physician Services
Nurse Services
School Psychologist Services
School Social Work Services
School Speech and Hearing Services

Such services may include, but not limited to all services performed by a physician, nurse, school psychologist, school social worker or school speech therapist, and may also include vision and hearing test, taking of medical histories, and the administration of health screening test, and maintenance of cumulative health records and the administration of emergency care programs for all or included pupils.

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

Supplies and equipment for use by physician, school nurse, psychologist, social worker and speech therapist (i.e. scales, vision and hearing testing devices, health record forms, first aid supplies, an all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed under this contract shall not include any teaching service.

7.06 APPROVAL OF 2015-2016 REVISED HEALTH SERVICE FEES FOR NON-RESIDENT PRIVATE AND PAROCHIAL SCHOOL STUDENTS

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (District) Superintendent of Schools

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

Date

Superintendent of Schools

Party of the Second Part:

Date

Superintendent of Schools
Niagara Falls School District

<i>NIAGARA FALLS CITY SCHOOL DISTRICT</i>			
<i>Niagara Falls, New York</i>			
<i>HEALTH AND WELFARE BILLING - 2015-2016</i>			
A2815	<u>HEALTH SERVICES</u>		
	Contract Services		
	Physician Services	\$ 51,525.00	
	Health Associates	\$ 54,317.39	
	Nursing Salaries	\$ 759,702.39	
	Fringe Benefits	\$ 325,607.91	
	Materials and Supplies	\$ 8,250.56	
	Intra-Dist. Travel Milage	\$ 1,150.00	
	Total Health		\$ 1,200,553.25
A2820	<u>PSYCHOLOGICAL SERVICES</u>		
	Psychological Salaries	\$ 548,371.03	
	Fringe Benefits	\$ 219,348.41	
	Materials and Supplies	\$ 4,506.10	
	Total Psych.		\$ 772,225.54
A2256	<u>SPEECH SERVICES</u>		
	Speech Teachers Salaries	\$ 794,576.52	
	Fringe Benefits	\$ 317,830.61	
	Materials and Supplies	\$ -	
	Intra-Dist Travel Milage	\$ -	
	Total Speech Services		\$ 1,112,407.13
	<u>CLERICAL SERVICES</u>		
	Clerical Salaries	\$ 2,700.70	
	Fringe Benefits	\$ 1,080.28	
	Total Clerical Services		\$ 3,780.98
	<u>TOTAL SERVICES</u>		\$ 3,088,966.90
	<i>Fringe Benefits</i>	<i>40%</i>	
	ENROLLMENT as of 10/2/15		
	Public School Enrollment	7,044	
	Non-Public School Enrollment	273	
	Enrollment Total	7,317	
	TOTAL COST	\$ 3,088,966.90	
	TOTAL ENROLL	7,317	
	COST PER PUPIL	\$ 422.16	

Motion approved unanimously by those present.

7.07 APPROVAL OFF AGREEMENT WITH ERIE 1 BOCES TO FURNISH HIGH SPEED NETWORK PRINTER SERVICES - DISTRICTWIDE

Rev. Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (District) wishes to enter into a contract with the Erie 1 BOCES for a five-year period commencing on or about July 1, 2016, to authorize the Western New York Regional Information Center to furnish high speed networked printer services to the District, listed on project number **MPN# 406-01-17B**, pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed **\$121,983.60**. The Installment Purchase Agreement (IPA) will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately **\$2,033.06** per month for a principal total not to exceed **\$121,983.60**; and

WHEREAS, The District has arranged with the Erie 1 Board of Cooperative Educational Services (BOCES), through its Regional Information Center, to provide such services; and

WHEREAS, BOCES is providing this as a service to a public school district at the District's request; therefore, be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby agrees to enter into the attached contract with the Erie 1 BOCES for a five-year period commencing on or about July 1, 2016 to authorize the Western New York Regional Information Center to furnish high speed network printer services to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed **\$121,983.60**. The IPA will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of **\$2,033.06** per month for a total not to exceed **\$121,983.60**; further be it

RESOLVED, That the IPA will be financed through BOCES. However, the District is obligated for the entire contractual amount immediately, regardless of the length of financing to be financed through the Erie 1 BOCES for a term of five years which financing is hereby approved; and further be it

RESOLVED, That the Agreement with BOCES to purchase the computer services be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Bureau of School District Organization

7.07 APPROVAL OFF AGREEMENT WITH ERIE 1 BOCES TO FURNISH HIGH SPEED NETWORK PRINTER SERVICES – DISTRICTWIDE (cont'd.)

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

Date: _____

SCHOOL YEARS: 2016-2021

BEDS Code: 124869

The Board of Education of the **Niagara Falls City School District** desires to enter into a five (5) year contract with the Erie 1 BOCES in order for the Western New York Regional Information Center to furnish certain computer services listed on project number **MPN# 406-01-17B** to the District pursuant to Education Law 1950 (4) (JJ) and both parties are in agreement on the following:

1. Computer services to be rendered through Erie 1 BOCES will require the purchase of hardware by Erie 1 BOCES.
2. Erie 1 BOCES will finance this service agreement through an installment purchase agreement (IPA) to fund the purchase of equipment and software necessary to deliver the computer services. The IPA will require Erie 1 BOCES to adhere to a sixty (60) month payment schedule of approximately **\$2,033.06** per month for a total not to exceed **\$121,983.60**.
3. The **Niagara Falls City School District** hereby agrees to pay a total IPA cost not to exceed **\$121,983.60** to the Erie 1 BOCES. The district further acknowledges its responsibility to make each and every one of the sixty (60) payments of **\$2,033.06** under the terms of the IPA to Erie 1 BOCES to cover principal and interest.
4. The **Niagara Falls City School District** shall have all rights and remedies in law and equity for damages and/or enforcement of the IPA resulting from the failure of the Vendor to comply with the terms and conditions of the IPA and/or failure of the product to perform as represented by the Vendor and/or enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**. Notwithstanding the existence or exercise of such rights by the **Niagara Falls City School District**, it shall remain obligated to pay the total IPA cost not to exceed **\$121,983.60** to Erie 1 BOCES.
5. Erie 1 BOCES shall include the following statement in all purchase orders issued by it for items purchased pursuant to this IPA:

"The **Niagara Falls City School District** shall have, to the same extent as such rights are possessed by Erie 1 BOCES, all rights and remedies against the vendor for failure of the product to perform as represented by the Vendor and/or for the enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**."
6. In the event that **Niagara Falls City School District** desires to prepay the outstanding balance prior to the completion of the term of this agreement, any applicable penalties and/or interest charges accruing to Erie 1 BOCES under the terms of the IPA will also be a liability to the School District.
7. In the event that the School District terminates the service, or returns the equipment prior to the completion of the term of the agreement, all unpaid balances, including but not limited to applicable principal, interest and penalties shall be paid to Erie 1 BOCES. Interest and unpaid principal will be paid within 30 days of written notification to the district by Erie 1 BOCES.

7.07 APPROVAL OFF AGREEMENT WITH ERIE 1 BOCES TO FURNISH HIGH SPEED NETWORK PRINTER SERVICES – DISTRICTWIDE (cont'd.)

8. The hardware and software acquired under terms of the IPA are the property of Erie 1 BOCES. Upon final payment of the IPA, the District shall, at no additional cost, have continued use of the equipment for as long as the District subscribes to the service, through the Western New York Regional Information Center. At the conclusion of the service, or if the equipment is being replaced, but no sooner than five years from the date of original purchase by Erie 1 BOCES through the IPA, the district may purchase the equipment from Erie 1 BOCES at fair market value in accordance with board policy
9. It is further agreed that the district will pay all Erie 1 BOCES invoices in full and within 30 days of the invoice date. Appropriate credits and/or charges for any given billing period will be applied to the subsequent month's invoice.

In witness whereof, the parties have set their hands the day and year written.

For: Erie 1 BOCES

Signature of President or BOCES Clerk

Date

For: **Niagara Falls City School District**

Signature of President or District Clerk

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

7.08 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS HOUSING AUTHORITY (NFHA) FOR THE 2016 SUMMER CAMP PROGRAM 06/01/2016-08/31/2016

Mr. Jocoy moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, In conjunction with the summer school programs, and the Niagara Falls City School District approves undertaking a prep school and high school student Summer Camp program; and

WHEREAS, The Niagara Falls Housing Authority will coordinate and provide the necessary services for the Summer Camp program; therefore be it

7.08 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS HOUSING AUTHORITY (NFHA) FOR THE 2016 SUMMER CAMP PROGRAM 06/01/2016-08/31/2016 (cont'd.)

RESOLVED, That the School District of the City of Niagara Falls, New York, enter into an Agreement with the Niagara Falls Housing Authority (NFHA) attached hereto, to undertake the implementation of a Summer Camp program for prep and high school students for a fee of \$140,000 according to the terms and conditions of the attached agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed execute such Agreement; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT

This Agreement, made this _____ day of May 2016, by and between the SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the "District"), and the NIAGARA FALLS HOUSING AUTHORITY, 744 10th Street, Niagara Falls, New York 14305 (hereinafter called the "NFHA").

1. During the summer of 2016, commencing on or about June 1, 2016 and ending on or about August 30, 2016, the NFHA will provide adequate and sufficient staffing for the Summer Camp program at Niagara Falls High School. There will be a minimum of (4) student athlete/youth workers, (11) certified coaches, (2) office support personnel, (3) assistant food and grounds workers, (1) Site Coordinator, (3) Competitive Edge Sports Performance-NFMMC sports trainers and (3) dance instructors assigned to the site.
2. The NFHA will provide recreational organized sports and other designated areas.
3. The NFHA will provide service to students entering grades 6-12 from the two prep school sites and Niagara Falls High School. The NFHA shall promptly furnish to said Program Director any and all reports and data which she may request concerning the well being and progress of each such student.
4. In full payment for the services rendered by the NFHA as provided, the School District will pay to the NFHA \$140,000 for the salaries of the staff and administration, the NFHS administrative fee, promotion, materials and equipment, ice rental fees, field trips, t-shirts and bowling alley rental and other materials and equipment necessary and required to conduct the Sports Camp program.
5. The Niagara Falls Housing Authority shall, to the fullest extent permitted by law, indemnify and hold harmless the District, its, agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
6. The NFHA shall maintain general liability insurance in amount (s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of Insurance shall be filed with the District prior to the commencement of any activities under this Agreement
7. Either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

This Agreement shall be effective June 1, 2016 and shall terminate on August 31, 2016.

7.08 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS HOUSING AUTHORITY (NFHA) FOR THE 2016 SUMMER CAMP PROGRAM 06/01/2016-08/31/2016 (cont'd.)

8. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or law may require agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

NIAGARA FALLS CITY SCHOOL DISTRICT

President, Niagara Falls Board of Education

NIAGARA FALLS HOUSING AUTHORITY

Stephanie Cowart, Executive Director

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this ____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this ____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Nicholas Vilardo, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo,

Nays: None

Abstentions: Rev. Dobbs and Mrs. Rotella

Carried

7.09 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MAY 20, 2016 – AUGUST 31, 2016

Mr. Restaino moved for approval of the following resolution. Rev. Dobbs seconded the motion.

WHEREAS, The District requires support and guidance for the completion of its District Comprehensive Improvement Plan and seven School Comprehensive Education Plans; and

WHEREAS, A contract for consulting services with PLC Associates, is needed to provide said consultation; and

WHEREAS, The contract will be for a term commencing May 20, 2016, and terminating August 31, 2016 for an amount not to exceed \$50,000 for services to be performed; therefore be it

RESOLVED, That the Board of Education hereby approves a contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing May 20, 2016 and terminating August 31, 2016 for an amount not to exceed \$50,000; and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS 18th DAY OF May, 2016, by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and PLC Associates, Pittsford, New York, 14534 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding Focus District and School improvement planning, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Focus District and School improvement planning, which services shall include, without limitation, the following:

7.09 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MAY 20, 2016 – AUGUST 31, 2016 (cont'd.)

- a. The Data Triangle, stakeholder survey administration and reporting (Staff, Student and Family Surveys);
- b. Administrator Data Workshop following survey administration
- c. Provide District and school support: Self Reflection Guidance and District/School Based Plans
- d. Calibration and review of District and School plans

All of these functions shall be performed under the direction of the District. This consultant should possess a thorough knowledge NYSED mandates and the Diagnostic Tool for School and District Effectiveness and related activities.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$50,000. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 5/20/16 through 8/31/16, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

7.09 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MAY 20, 2016 – AUGUST 31, 2016 (cont'd.)

CONSULTANT

NIAGARA FALLS CITY SCHOOL DISTRICT

Penny Ciaburri, CEO

President
Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Nicholas Vilardo**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

7.10 APPROVAL OF AGREEMENT BETWEEN THE CERTIFICATED ADMINISTRATOR RETIREES AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

7.10 APPROVAL OF AGREEMENT BETWEEN THE CERTIFICATED ADMINISTRATOR RETIREES AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

WHEREAS, in July 2011, the District implemented a new Health Care Plan with Retirees, including District Certificated Administrators retirees,(Administrator Retirees) entitled to health benefits during their retirement both prior and subsequent to becoming Medicare eligible; and

WHEREAS, the implementation of the new plan which provided like benefits to the Administrator Retirees to those had by them, at a substantial savings to the District thereby avoiding staff cuts and elimination of student programs, resulted in a Class Action litigation between the District and the Ralph Guerrucci, et al. Retired Certificated Administrators; and

WHEREAS, upon the conclusion of the case in the courts the parties commenced on-going dialogue for more than a year in an effort to resolve the issues remaining between them, without the necessity of further litigation, including negotiating and implementing a new health benefit plan acceptable to all interested parties; and

WHEREAS, A settlement was concluded between the Parties, which was embodied in a Stipulation of Settlement (Settlement Agreement) preliminarily approved by the Supreme Court, Niagara County on March 17, 2016, with final approval on April 15, 2016; and

WHEREAS, the Settlement Agreement, which provides for health care benefits to be provided by the UnitedHealthcare according to a Plan to be implemented on or before July 1, 2016; and

WHEREAS, it is necessary that the Board take action at this time and formally ratify and approve the Agreement so as to meet the implementation date; and

WHEREAS, the Board is of the opinion that the Settlement is fair and reasonable for all parties, affording retirees excellent benefits while allowing for stability in staffing and programming, and as such its ratification and approval is in the best interest of the District; now therefore be it

RESOLVED, That the Board does hereby approve and ratify the Settlement Agreement between Ralph Guerrucci, et al. Retired Certificated Administrators. and the City School District of the City of Niagara Falls, a copy of which is attached [\(BoardDocs, see “Meetings”, 2016, 05/18/16, 7, 7.10\)](#) and made a part hereof and provide them the UnitedHealthcare Plan detailed in the Settlement Agreement; and be it further

RESOLVED, That the Superintendent and her staff do each and every act necessary to implement the Settlement Agreement and Supplemental Settlement Agreement, to be effective July 1, 2016.

7.10 APPROVAL OF AGREEMENT BETWEEN THE CERTIFICATED ADMINISTRATOR RETIREES AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

7.11 APPROVAL OF AGREEMENT BETWEEN THE TEACHER RETIREES AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Rev. Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, in July 2011 the District implemented the new Health Care Plan for Retirees, including District teacher retirees, (Teacher Retirees) entitled to health benefits during their retirement both prior and subsequent to becoming Medicare eligible; and

WHEREAS, the implementation of the new plan which provided like benefits to the Teacher Retirees to those had by them, at a substantial savings to the District thereby avoiding staff cuts and elimination of student programs, resulted in litigation between the District and the Niagara Falls Teachers Retiree Association, et al, on behalf of the Teacher Retirees; and

WHEREAS, as the case progressed the parties continued an on-going dialogue for more than a year, in an effort to resolve their differences and implement a new health benefit plan acceptable to all interested parties; and

WHEREAS, a settlement was concluded between the Parties, which was embodied in a Stipulation of Settlement (Settlement Agreement) approved by the Supreme Court, Niagara County on February 19, 2016 and a subsequent Supplemental Stipulation (Supplemental Agreement) (both Settlement Agreement) approved by the Supreme Court, Niagara County on April 15, 2016;

WHEREAS, the Supplement Agreement, which provides for health care benefits to be provided by UnitedHealthcare and to be implemented on or before July 1, 2016;

WHEREAS, it is necessary that the Board take action at this time and formally ratify and approve the Agreement so as to meet the implementation date; and

WHEREAS, the Board is of the opinion that the Settlement is fair and reasonable for all parties, affording retirees excellent benefits while allowing for stability in staffing and programming, and as such its ratification and approval is in the best interest of the District; now therefore be it

7.11 APPROVAL OF AGREEMENT BETWEEN THE TEACHER RETIREES AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

RESOLVED, That the Board does hereby approve and ratify the Settlement Agreement and the Supplemental Settlement Agreement between the Teachers Retiree Association et al, on behalf District Retired Teachers and the City School District of the City of Niagara Falls, which are attached ([BoardDocs, see “Meetings”, 2016, 05/18/16, 7, 7.11](#)) and made a part hereof and provide them the UnitedHealthcare Plan detailed in the Settlement Agreement; and be it further

RESOLVED, That the Superintendent and her staff do each and every act necessary to implement the Settlement Agreement and Supplemental Settlement Agreement, to be effective July 1, 2016.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo,

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Future agenda items were noted.

REPORTS FROM THE DEPUTY SUPERINTENDENT OF SCHOOLS

Mr. Laurie stated that partnership with NCCC will allow 60 NFHS students to access PELL as high school students, if they study approved coursework through NCCC.

COMMENTS BY BOARD MEMBERS

Mr. Jocoy commended staff on the Parents and Partners Dinner. He was pleased about the partnership with NCCC to allow NFHS students access to PELL. Mr. Jocoy is pleased that the Niagara Falls Education Foundation was able to assist the AP Government students in attending ceremony at White House. He commended Mr. Stan Wojton for the Scholar/Athlete breakfast.

Mr. Barstys: Great job by staff on Parent and Partner Dinner; he commended Mrs. Glaser for keeping the program moving on time. He congratulated Mr. Laurie on being honored by the Kiwanis. Mr. Barstys expressed his appreciation to hearing young speakers approach the board on HOLA.

Bishop Dobbs congratulated students who spoke at the meeting on taking the initiative to approach the Board. He expressed his feelings on how important the summer programming is, especially in the Black community. Bishop Dobbs cautioned that an “unimaginable disparity” exists among students from differing socio-economic strata and that if youth’s free time is not occupied constructively, it will be occupied destructively. He feels summer camp is worth the money.

Mr. Vilardo congratulated staff on the Parents and Partners Dinner. He agreed that Summer Camp is good for youth.

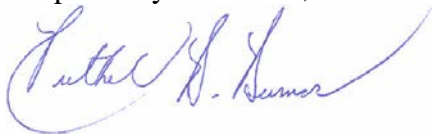
ADJOURNMENT

Mr. Restaino moved that the meeting be adjourned in memory of Mrs. Rosemary Castellani, former teacher who recently passed away. Mr. Barstys seconded the motion.

All were in favor; motion carried unanimously by those present.

The May 18, 2016, Regular Board Meeting be adjourned at 8:04 p.m.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2016 MEETINGS - MINUTES

DATE: May 18, 2016

KIND OF MEETING: Statutory

PLACE: Administration Central Office Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The Statutory Meeting was called to order by President
Russell Petrozzi at **8:00** p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella, and
Mr. Vilardo

MEMBERS ABSENT: Mr. Paretto (*excused*)

PURPOSE OF STATUTORY MEETING

Board President Vilardo explained that in accordance with Section 2610 of the Education Law, this Statutory Meeting is being held to examine and tabulate the statements of the result of the election/budget vote in the several school election districts, and to officially declare the results of the canvass.

District Clerk Ruthel Dumas submitted the tabulation of the results of the election/budget vote.

**4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/
BUDGET VOTE RESULTS**

Mr. Cancemi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The Annual School Election/Budget Vote was held on *Tuesday, May 17, 2016*; and

WHEREAS, The Board of Education is required by New York State Education Law (Section 2610) to meet for the purpose of examining and declaring the results of such election; and

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

WHEREAS, A tabulation of the results as contained in the Statement of Canvass was filed with the Clerk of the Board of Education on *May 17, 2016*, has been examined by this Board; and

WHEREAS, The District has been informed by the Board of Elections that the machine's memory card for each voting machine has been read and the following results found to be correct; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the results of the Annual School Election/Budget Vote held in said City on the *17th* day of *May* in the year *two thousand and sixteen*; namely:

That the number of votes tabulated pursuant to the recanvass conducted this date (May 18, 2016) resulted in the following candidates and proposition receiving the votes listed:

Robert M. Restaino	1238
Earl F. Bass	972
Diane Quarantello	887
Carmelette Rotella	798
Johnny Destino	636
Write-Ins	10

and,

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the result of the Annual School Election/Budget Vote held in said City on the 17th day of May in the year two thousand and sixteen; on **Proposition Number One**:

"Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2016-17 budget in the total amount of **\$137,055,127** and to levy the necessary tax?"

The whole number of votes given for **Proposition No. 1** was

2,170 of which

Yes	Received	1,489
No	Received	681

and, be it

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, ***Robert M. Restaino and Earl F. Bass***, the two candidates who received the largest number of votes, will each be entitled to serve a five-year term of office beginning on July 1, 2016, be it;

FURTHER RESOLVED, That in accordance with Section 2610 of the Education Law, that **Proposition No. 1** - General Budget, receiving the majority of the votes cast in the *affirmative* be declared adopted.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy
Mr. Petrozzi, Mr. Restaino, Mrs. Rotella,
and Mr. Vilardo

Nays: None

Carried

BOARD DIRECTIVE – VOTING MACHINE BALLOT

Board members expressed their concerns about the ballot being two-sided. Mrs. Dumas stated this has been an ongoing concern and that at a recent workshop/meeting, the County Board of Elections was asked if the ballot could be one-sided and the reply was no and that it had something to do with programming and the software used as to why it could not be done. The Board directed Mr. Massaro to look into the matter for next year's election.

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

Annual School Election/Budget Vote
May 17, 2016

ELEC DIST	POLLING SITE	DIANE QUARANTELLA	ABS BAL	ROBERT M. RESTAINO	ABS BAL	CARMELETTE ROTELLA	ABS BAL	JOHNNY DESTINO	ABS BAL	EARL F. BASS	ABS BAL	Prop #1	YES	ABS BAL	NO	ABS BAL	AFFIDAVIT BALLOTS	WRITE INS	ABSENTEE 2016	VOTERS 2016
	TOTAL	823	64	1162	76	750	48	575	61	938	34		1419	70	612	69	3	10	150	2414
	TOTAL COMBINED	887		1238		798		636		972			1489		681					2567
1	BOE Admin Bldg	41	1	41	4	22	2	21	4	22	3		50	3	21	4	0	0	7	79
2	SJ DeLaSalle	69	3	111	6	85	3	38	1	67	1		131	3	50	4	0	1	7	206
3	Grace Lutheran	41	6	52	10	45	6	27	7	44	3		83	8	27	6	0	0	16	117
4	LaSalle Sr. Ctr.	19	3	41	0	30	0	21	1	21	3		52	0	17	4	0	0	4	75
5	GJ Mann	61	6	87	4	65	5	40	7	35	2		96	3	51	9	0	0	13	159
6	79th Street	31	2	37	2	21	3	28	2	22	1		47	2	20	4	0	0	6	80
7	CEC	6	0	21	0	8	0	18	0	14	0		22	0	11	0	0	0	0	37
8	St. John AME	5	0	24	1	9	1	6	0	95	1		59	1	17	1	0	0	2	101
9	VFW Pt. 917	31	2	37	2	19	3	22	1	61	0		50	3	30	1	0	0	4	97
10	Wrobel	22	0	43	2	27	0	19	1	45	1		58	2	22	0	1	0	2	81
11	NF Pub. Library	28	1	25	3	16	1	10	5	44	4		45	3	15	1	2	0	7	69
12	NACC	35	5	37	8	26	2	24	5	48	2		46	9	31	1	0	3	11	102
13	St Raphael Ctr.	164	3	222	7	159	4	108	7	145	2		299	5	95	6	0	1	13	449
14	Spallino	22	1	45	1	37	0	17	0	34	0		40	0	15	1	0	1	1	87
15	John Duke Ctr.	45	1	95	4	53	2	32	2	43	4		83	2	43	5	0	0	7	152
16	Hyde Park	29	3	42	3	23	1	21	0	28	2		49	3	21	2	0	0	5	81
17	Gaskill Prep	36	4	59	3	21	0	27	3	31	2		46	2	32	4	0	2	6	97
18	CColumbo	53	8	61	8	36	4	39	7	49	0		51	10	39	3	0	2	15	144
19	City Hall	19	7	15	2	13	5	12	3	26	2		29	5	7	5	0	0	10	48
20	Niagara Street	28	3	28	2	21	4	21	1	30	0		41	3	20	2	0	0	5	69
21	Packard Ct.	16	1	19	2	11	0	11	1	14	0		19	1	9	1	0	0	2	41
22	LaSalle Prep	22	4	20	2	3	2	13	3	20	1		23	2	19	5	0	0	7	43
	TOTAL	823	64	1162	76	750	48	575	61	938	34		1419	70	612	69	3	10	150	2414
	TOTAL COMBINED	887		1238		798		636		972			1489		681					2567

Write Ins:

Restaino (2), Destino
Quarantillo (2), Norton Douglas
Edward Battaglia, Bass

Affidavit Voters Included: Verified registration with Board of Elections 05172016
ED 10 Wrobel 1
ED 11 NF Public Library 2

EXECUTIVE SESSION

At 8:30 p.m. Mr. Petrozzi motioned to convene in Executive Session to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation and pending litigation. Bishop Dobbs seconded the motion.

The motion was approved by unanimously by those present.

EXECUTIVE SESSION RECONVENES AND CONCLUDES

At 9:20 Mr. Petrozzi motioned that Executive Session be concluded and that the Statutory Meeting be reconvened and adjourned; seconded by Mr. Jocoy. All present were in favor; there were no objections.

ADJOURNMENT

The May 18, 2016, Statutory Meeting was adjourned at 9:20 pm.

Respectfully submitted,



Ruthel D. Dumas
District Clerk, rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JUNE 2016 MEETINGS - MINUTES

DATE: June 9, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Rev. Dobbs, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, and Mr. Vilardo

MEMBERS ABSENT: Mr. Jocoy and Mrs. Rotella (*both excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Building Condition Survey – *Mr. Laurrie, Mr. Spacone, Ms. Sprague, Mr. Smeal, and Cannon Reps*
- Focus Schools Report – *Mr. Laurrie/Mr. Carella*
- Review of July 7th Reorganization and Regular Board Meetings Agenda Items – *Mrs. Dumas*
- Agenda Review – June 23rd Regular Meeting – *Mrs. Dumas/Ms. Massaro*
- Curriculum and Textbook Review – *Mr. Carella*
- Use of Pesticide – NFHS Field House Grounds – *Mr. Laurrie, Mr. Spacone, Mr. Giarrizzo*

EXECUTIVE SESSION

At 7:35 p.m. Mr. Paretto motioned for Executive Session to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation and contract negotiation and proposed negotiation. No action will be taken. Mr. Barstys seconded the motion. All were in favor; motion carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/BRS RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Paretto, seconded by Mr. Barstys. All present were in favor; motion carried unanimously by those present. The Board Review Session was reconvened and adjourned at 9:50 p.m.; all Board members were present with the exception of Mr. Jocoy and Mrs. Rotella. There were no objections.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JUNE 2016 MEETINGS - MINUTES

DATE: June 23, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, Mr. Vilardo, and Mr. Petrozzi

MEMBERS ABSENT: Mrs. Rotella (*excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed:

- Graduation Update – *Mr. Bradley*
- Board Retreat Topics/Dates – *Board/Mr. Laurie*
- Review of July 7th Reorganization & Regular Board Meetings Agenda Items – *Mrs. Dumas*
- Review of Agenda for June 23rd – *Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Recognition

District student James Murphy, who had never missed a day of school in 13 years, was recognized and commended for this outstanding achievement; his parents were commended for their efforts and support. He was presented with a token of appreciation, and he will be recognized at graduation too. *All applauded and were amazed by his accomplishment.*

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Cancemi seconded the motion.

ROUTINE MATTERS (cont'd.)

MINUTES (cont'd.)

April 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #11

Mr. Cancemi moved for approval of the following resolution on Approval of Budget Transfer #11. Mr. Jocoy seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$804,215.22 among the following fund, function, object, and location codes:

General Fund:	\$ 715,564.60
Cafeteria Fund:	\$ 0.00
Special Aid Fund:	\$ 9,163.90
Capital Projects Fund	\$ 79,486.72

The motion was approved unanimously by those present.

BID #3 – ELECTRICAL SUPPLIES

Mr. Cancemi moved for approval of the following resolution on Approval of Budget Transfer #11. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for Electrical Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 3 - Electrical Supplies; and

WHEREAS, Legal notice was published April 27, 2016 and bid documents were mailed to or secured by six potential bidders; and

WHEREAS, Bids were publicly opened and read on May 24, 2016 and three properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

BID #3 – ELECTRICAL SUPPLIES (cont'd.)

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract, as a whole to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
3A	City Electric	80	<u>\$21,516.05</u>
	Release to Open Market	<u>1</u>	
	TOTAL	81	\$21,516.05

The motion was approved unanimously by those present.

TREASURER'S REPORT

The Treasurer's Report for April 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for June 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Jocoy moved for approval of the following Personnel Report for Certificated Staff, Items #I through #XXII. Bishop Dobbs seconded the motion.

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Teacher Grade 3 Abate	\$92,491 Step 17-90M A2101.120.061	July 1, 2016
2	Teacher Grade 4 Mann Hyde Park	\$58,801 Step 12-40M A2101.120.067 \$61,730 Step 10-90M A2101.120.058	July 1, 2016
2	Teacher Grade 5 79 th Cataract	\$61,249 Step 11-70M A2101.120.065 \$48,125 Step 2-40M A2101.120.057	July 1, 2016
2	Teacher Grade 6 Abate Mann	\$47,298 Step 2-30M A2101.120.056 \$62,065 Step 11-80M A2101.120.067	July 1, 2016
4	Teacher Phy Ed. CEC (.4)/HP (.4)/ Maple (.2)CES (.4) / Mann (.4)/Kalfas (.2) NSS (.9)/79 th (.1) Kalfas (.9)/79 th (.1)	\$57,984 Step 11-30M A2164.130.052 (.4)/058 (.4)/060 (.2) \$69,330 Step 16-90M A2164.120.057 (.4)/067 (.4)/059 (.2) \$50,472 Step 5-40M A2164.120.061 (.9)/065 (.1) \$92,491 Step 17-90M A2164.120.059 (.9)/065 (.1)	July 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

I. ABOLISHMENTS (Continued)

1	Teacher Second Language NFHS	\$92,491 Step 17-90M A2121.130.045	July 1, 2016
2	Teacher Special Education Abate (.5)/79 th (.5)	\$50,953 Step 4-60M A2250.133.056 (.5)/065 (.5) \$86,165 Step 17-30M A2250.133.065	July 1, 2016
6	Teacher Speech Cataract (.5)/LPS (.2)/UDO (.3) Maple (.5)/GPS (.2)/UDO (.3) HP (.8)/LPS (.2) 79 th (.8)/LPS (.2) NFHS (.6)/Abate (.4) CPSE (.5)/Mann (.5)	\$72,477 Step 14-90MM A2256.133.057 (.5)/050 (.2)/007 (.3) \$96,760 – Step 17-90MM A2256.133.060 (.5)/049 (.2)/007 (.3) \$73,599 Step 16-90MM A2256.133.058 (.8)/050 (.2) \$60,825 Step 7-90MM A2256.133.065 (.8)/050 (.2) \$50,953 Step 4-60M A2256.133.045 (.6)/056 (.4) \$64,097 Step 16-40M A2256.133.007 (.5)/067 (.5)	July 1, 2016

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Teacher Grade 3 Mann	\$60,997 Step 13-40M A2101.120.067	June 30, 2016
1	Teacher Grade 4 79 th	\$48,116 Step 2-30M A2101.120.065	June 30, 2016
1	Teacher Grade 5 Hyde Park	63,980 Step 11-90M A2101.120.058	June 30, 2016
1	Teacher Grade 6 79 th	\$64,320 Step 12-80M A2101.120.067	June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. CREATIONS (Continued)

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Teacher Art NFHS	63,830 Step 13-60M A2160.130.045	June 30, 2016
1	Teacher English New Lang Mann	\$47,726 Step 1-30M F2103.133.067.0117	June 30, 2016
3	Teacher Physical Education NSS (.9)/Maple (.1) Kalfas (.5)/CES (.3)/HP (.2) Kalfas (.5)/Mann (.3)/79 th (.2)	\$58,994 Step 12-30M A2164.120.061 (.9)/060 (.1) \$52,529 6-40M A2164.120.059 (.5)/057 (.3)/058 (.2) \$94,122 Step 17-90M A2164.120.059 (.5)/067 (.3)/065 (.2)	June 30, 2016
1	Teacher Special Education 79 th (.5)/CES (.5)	\$53,008 Step 5-60M A2250.133.065 (.5)/057 (.5)	June 30, 2016
6	Teacher Speech Cataract (.6)/UDO (.4) Maple (.4)/UDO (.6) HP (.6)/GPS (.4) 79 th (.9)/Parochial (.1) NFHS (.6)/LPS (.4) Mann (.6)/Abate (.4)	\$73,683 Step 15-90MM A2256.133.057 (.6)/007 (.4) \$94,122 Step 17-90M A2256.133.060 (.4)/007 (.6) \$94,122 Step 17-90M A2256.133.058 (.6)/049 (.4) \$64,002 Step 8-90MM A2256.133.045 (.6)/050 (.4) \$53,008 Step 5-60M A2256.133.067 (.6)/056 (.4)	June 30, 2016
2	Teaching Assistant Cataract Niagara Street	\$31,801 A2257.143.057 A2257.143.061	June 30, 2016

III. APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Mark Laurrie	Interim Superintendent of Schools Central Office	\$14,240.30 (pro-rated) A1240.150.001	June 1, 2016 – June 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Cynthia Bianco	Superintendent of Schools Central Office	49 years 11 months	May 31, 2016
John Brinkman	Teacher Science NFHS	30 years	June 30, 2016
Roberta Cortese	Teacher Kindergarten Abate	18 years	June 30, 2016
Mary Ann Felicetti	Teacher Grade 5 Kalfas	26 years 1 month	June 30, 2016
Gail Hoesterman	Teacher Special Ed. GPS	26 years	June 30, 2016
Patricia Miller	Cultural Specialist Abate	22 years 1 month	June 30, 2016 (Revised Date)
Pamela Smith	School Counselor NFHS	19 years	June 30, 2016

V. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Peter Aloian <u>R</u>	Teacher Special Education GPS	\$48,556 Step 1-40M A2250.133.049	September 1, 2016 (probationary period ends June 30, 2020)
Caterina Antonacci <u>R</u>	Teacher Grade 5 Hyde Park	\$63,980 Step 11-90M A2101.120.058	September 1, 2016 (probationary period ends June 30, 2020)
Kathryn Canterbury <u>R</u>	Teacher Science NFHS	\$57,821 Step 10-30M A2127.130.045	September 1, 2016 (probationary period ends June 30, 2020)
Laura Collier <u>S</u>	Teacher English New Language GJ Mann	\$40,922 Step 1-BA F2103.133.067.0117	September 1, 2016 (probationary period ends June 30, 2020)
Bryan Collins <u>R</u>	Teacher English NFHS	\$52,519 Step 6-40M A2125.130.045	September 1, 2016 (probationary period ends June 30, 2020)
Schurron Cowart <u>R</u>	School Counselor GPS	\$50,219 Step 1-60M A2810.133.049	September 1, 2016 (probationary period ends June 30, 2020)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Lauren Falsetti <u>R</u>	Teaching Assistant Cataract (.5) LPS (.5)	\$31,801 A2257.143.057 (.5) A2257.143.050 (.5)	September 1, 2016 (probationary period ends June 30, 2019)
Daniel Giancola <u>R</u>	Teacher Grade 3 Hyde Park	\$59,141 Step 9-60M A2101.120.058	September 1, 2016 (probationary period ends June 30, 2020)
Kristina Johnson <u>R</u>	School Counselor CEC	\$51,020 Step 3-60M A2810.133.052	September 1, 2016 (probationary period ends June 30, 2020)
Domenica Kutis <u>R</u>	Teacher Kindergarten Kalfas	\$49,342 Step 4-30M A2101.120.059	September 1, 2016 (probationary period ends June 30, 2020)
Diane Pati <u>S</u>	Teacher Grade 4 NSS	\$48,527 Step 3-30M A2101.120.061	September 1, 2016 (probationary period ends June 30, 2020)
Marissa Rogers <u>S</u>	Teacher English New Language GJ Mann	\$47,726 Step 1-30M F2103.133.067.0117	September 1, 2016 (probationary period ends June 30, 2020)
William Rodgers <u>R</u>	Teacher Math NFHS	\$63,830 Step 13-60M A2126.130.045	September 1, 2016 (probationary period ends June 30, 2020)
Frank Rotundo <u>R</u>	Teaching Assistant GJ Mann (.5) Abate (.5)	\$31,801 A2257.133.067 (.5) A2257.133.056 (.5)	September 1, 2016 (probationary period ends June 30, 2019)
Kassie Sillett <u>R</u>	Teacher Special Education NSS	\$40,922 Step 1-BA A2250.133.061	September 1, 2016 (probationary period ends June 30, 2020)
Lisa Thompson <u>S</u>	Teacher Grade 3 NSS	\$48,527 Step 3-30M A2101.120.061	September 1, 2016 (probationary period ends June 30, 2020)
Sunnie Ventry <u>R</u>	Teacher Grade 3 Cataract	\$52,666 Step 4-70M A2101.120.057	September 1, 2016 (probationary period ends June 30, 2020)
Nicollette Walaszek-Kempa <u>R</u>	Teaching Assistant Hyde Park	\$31,801 A2257.143.058	September 1, 2016 (probationary period ends June 30, 2019)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Lindsey Wrobel <u>R</u>	Teacher Grade 6 CES	\$49,357 Step 3-40M A2101.120.057	September 1, 2016 (probationary period ends June 30, 2020)

VI. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Kristen Forcucci <u>S</u>	Teacher Grade 2 Maple (Amylynn Benjamin)	\$42,646 Step 1-BA 30 A2103.149.097	February 18, 2016 – until teacher returns (Converted on 5/26/16)

VII. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ashley Andreana <u>R</u>	Teacher Grade 1 NSS (John Briglio)	\$47,726 Step 1-30M A2101.120.061	July 1, 2016 – June 30, 2017
Raquela Aversa <u>R</u>	Teacher Grade K NSS (Janine Bellonte)	\$48,957 Step 2-40M A2110.110.061	July 1, 2016 – June 30, 2017
James Belin-Irving <u>R</u>	Teacher Science NFHS (Edwin Maynard)	\$42,539 Step 4-BA A2127.130.045	July 1, 2016 – June 30, 2017
Ashley Biro <u>R</u>	Teaching Assistant NSS (Sunnie Ventry)	\$31,801 A2257.143.061	July 1, 2016 – June 30, 2017
Patricia Boisclair <u>R</u>	Teacher Science CEC (.5)	\$50,515 Step 5-30M (.5) A2127.130.052 (.5)	July 1, 2016 – June 30, 2017
Brandie Brown <u>R</u>	Teacher English CEC (Eileen Burkett)	\$50,515 Step 5-30M A2125.130.052	July 1, 2016 – June 30, 2017
Danielle Brown <u>R</u>	Teacher Grade 5 Abate (Samuel Fruscione)	\$47,726 Step 1-30M A2101.120.056	July 1, 2016 – June 30, 2017
Goldie Burton <u>R</u>	Pupil Service Assistant 10 Mos. NFHS (Don Bass)	\$42,560 Step 3 A2810.147.045	July 1, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Martin Campbell <u>R</u>	Teacher Business NFHS (Marc Catanzaro)	\$70,636 Step 13-90MM A2120.130.045	July 1, 2016 – June 30, 2017
Jennifer Clyde <u>R</u>	Teacher Kindergarten Abate (Christopher Murgia)	\$47,726 Step 1-30M A2110.110.056	July 1, 2016 – June 30, 2017
Martin DeRosa <u>S</u>	Teacher Physical Education Kalfas (.5)/CES (.3)/HP (.2) (Nicholas Ruffolo)	\$52,529 Step 6-40M A2164.120.059 (.5) A2164.120.057 (.3) A2164.120.058 (.2)	July 1, 2016 – June 30, 2017
Jennifer Everts <u>R</u>	Teacher Grade 2 NSS (Joseph Bellonte)	\$47,726 Step 1-30M A2101.120/061	July 1, 2016 – June 30, 2017
Thomas Filosofo <u>R</u>	Teacher Grade 5 Kalfas (Deanna Cudahy)	\$49,788 Step 2-50M A2110.110.059	July 1, 2016 – June 30, 2017
Jessica Fortunate <u>R</u>	Teaching Assistant NSS (Kathryn Canterbury)	\$31,801 A2257.143.061	July 1, 2016 – June 30, 2017
Melissa Franke <u>R</u>	Teacher Health GPS (Randy Gall)	\$70,636 Step 13-90MM A2122.130.049	July 1, 2016 – June 30, 2017
Jessica Fronczak <u>R</u>	Teacher Grade 4 NSS (Andrew Touma)	\$41,231 Step 2-BA A2101.120.061	July 1, 2016 – June 30, 2017
Pamela Garabedian <u>S</u>	Teacher Grade 4 79 th Street (Carrie Cino)	\$48,116 Step 2-30M A2101.120.065	July 1, 2016 – June 30, 2017
Louis Jacklin <u>R</u>	Teacher Science GPS (Ronni McGrath)	\$50,515 Step 5-30M A2127.130.049	July 1, 2016 – June 30, 2017
Geraldine Koch <u>R</u>	Teacher Grade 6 Kalfas (Kathleen Urban)	\$48,116 Step 2-30M A2101.120.059	July 1, 2016 – June 30, 2017
Amanda LaChance <u>R</u>	Teacher Physical Education Abate (Brian Carey)	\$64,320 Step 12-80M A2164.120.056	July 1, 2016 – June 30, 2017
Peter Heuer <u>R</u>	Teacher Social Studies CEC (Frank Coney)	\$48,116 Step 2-30M A2128.130.052	July 1, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Melissa Huffman <u>S</u>	Teaching Assistant Hyde Park (Caterina Antonacci)	\$31,801 A2257.143.058	July 1, 2016 – June 30, 2017
Valerie Klender <u>R</u>	Teaching Assistant Kalfas (Rachelle Showers)	\$31,801 A2257.143.059	July 1, 2016 – June 30, 2017
Nikki Kresman <u>R</u>	Teaching Assistant NSS (Raquela Aversa)	\$31,801 A2257.143.061	July 1, 2016 – June 30, 2017
Jolene Lambert <u>R</u>	Teacher Math LPS (Joseph Contento)	\$47,726 Step 1-30M A2126.130.050	July 1, 2016 – June 30, 2017
Matthew Leo <u>R</u>	Teacher Health NFHS (Dennis Balogh)	\$51,347 Step 5-40M A2122.130.045	July 1, 2016 – June 30, 2017
Cassandra Lutey <u>R</u>	Teacher Math LPS (Maria Murgia)	\$49,357 Step 3-40M A2126.130.050	July 1, 2016 – June 30, 2017
Deanna Matsulavage <u>R</u>	Teacher Math NFHS (Karl Wagner)	\$53,386 Step 7-40M A2126.130.045	July 1, 2016 – June 30, 2017
Nadezda Mease <u>R</u>	Teacher Science LPS (Michael Corsaro)	\$48,116 Step 2-30M A2127.130.050	July 1, 2016 – June 30, 2017
Julia Meyers <u>R</u>	Teacher Math LPS (Richard Meranto)	\$47,726 Step 1-30M A2126.130.050	July 1, 2016 – June 30, 2017
Michael Montanaro <u>R</u>	Teacher Grade 4 NSS (Sara Strangio)	\$47,726 Step 1-30M A2101.120.061	July 1, 2016 – June 30, 2017
Colleen Pascuzzi <u>R</u>	Teacher Social Studies NFHS (Thomas Fisher)	\$55,536 Step 8-40M A2128.130.045	July 1, 2016 – June 30, 2017
Alexandria Porter <u>R</u>	Teacher Math CEC (Amy Kilmer)	\$40,922 Step 1-BA A2126.130.052	July 1, 2016 – June 30, 2017
Bryan Rotella <u>R</u>	School Psychologist LPS (.8) 79th (.2) (Michael Lewis)	\$74,806 Step 9-90MM A2820.133.050 (8) A2820.133.065 (.2)	July 1, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Rachelle Showers <u>R</u>	Teacher Kindergarten Kalfas (Angela Manella)	\$47,726 Step 1-30M A2110.110.059	July 1, 2016 – June 30, 2017
Justin Speidel <u>R</u>	Teacher Math GPS (.5) LPS (.5) (Colleen Caprio)	\$50,174 Step 4-40M A2126.130.049 (.5) A2126.130.050 (.5)	July 1, 2016 – June 30, 2017
James Stypa <u>S</u>	Teacher Physical Education Abate (Noelle Gaetano-Kasprzak)	\$54,826 Step 7-50M A2164.120.056	July 1, 2016 – June 30, 2017

VIII. APPOINTMENTS FOR 2016-17 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Richard Venator <u>R</u>	Teacher Technology GPS	\$77,995 Step 14-90MMM A2124.130.049	July 1, 2016 (probationary period was previously met)

IX. REAPPOINTMENT OF ADULT EDUCATION STAFFING – 2016-2017

A. LIFEGUARDS FOR SWIM CLASSES – CEC – \$12.00 PER HOUR – NTE 150 HOURS EACH – SEPTEMBER 2016 – JUNE 2017 – A2310.140.098

Aimee Misener Valerie McGrath

B. EXERCISE & SWIM CLASSES – \$24.40 PER HOUR – NTE 350 HOURS – SEPTEMBER 2016 – JUNE 2017 – A2310.140.098

Susana Nicholas

C. INTRODUCTION TO COMPUTERS FOR SENIORS – CEC & NFHS - \$23.69 PER HOUR – NTE 40 HOURS – SEPTEMBER 2016 – JUNE 2017 – A2310.140.098

Carol Hartwig

D. CROCHETING/KNITTING CLASSES – CEC \$15.00 PER HOUR – NTE 40 HRS – SEPTEMBER 2016 – JUNE 2017 – A2310.140.098

Christine Goodwin

E. TASC TEST ADMINISTRATORS – CEC - \$310.00 PER DAY – NTE 4 DAYS EACH – JULY 1, 2016 – JUNE 30, 2017 – A2310.151.098

Elizabeth Carroll Nicole Gall

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Jennifer Clyde	Teaching Assistant GPS	Other (to take other District position)	September 1, 2016 – June 30, 2017
	Schurron Cowart	Pupil Service Assistant 12 Months NFHS	Other (to take other District position)	September 1, 2016 – June 30, 2017
	Kristina Johnson	Pupil Service Assistant 12 Months Cataract	Other (to take other District position)	September 1, 2016 – June 30, 2017
	Amy Kilmer	Teacher Math NFHS	Personal(without pay)	September 1, 2016 – June 30, 2017
	Kelli Kneeples	Pupil Service Assistant 12 Months Kalfas	Personal (without pay)	June 3, 2016
	Rachelle Showers	Teaching Assistant Kalfas	Other (to take other District position)	September 1, 2016 – June 30, 2017
	Carrie Sottile	Teacher Social Studies NFHS	Medical (without pay)	May 30, 2016 – June 30, 2016
XI.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Heather Cahill	School Psychologist Intern To Be Determined	\$17,000 F2250.133.007.0717	September 1, 2016 – June 30, 2017
	<u>S</u>			
	Vincenza Viola	School Psychologist Intern To Be Determined	\$17,000 F2250.133.007.0717	September 1, 2016 – June 30, 2017
	<u>S</u>			
XII.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Bernadette Boland	Teacher Speech CSE A2256.133.007	Teacher Speech NFHS (.6)/LPS (.4) A2256.133.045 (.6)/050 (.4)	September 1, 2016
	Catherine Contento	Teacher Speech CSE (.5)/Mann (.5) A2256.133.007 (.5)/067 (.5)	Teacher Speech CSE A2256.133.007	September 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XII.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Stanley Dobrasz	Teacher Science NFHS A2127.130.045	Teacher Science CEC A2127.130.052	September 1, 2016
	Patti Ann Gabriele	Teacher Mathematics LPS A2126.130.050	Teacher Mathematics NFHS A2126.130.045	September 1, 2016
	Nicole Gall	School Counselor CEC A2810.133.052	School Counselor NFHS A2810.133.045	September 1, 2016
	Nicole Grant-Sheehan	Teacher Special Education Abate A2250.133.056	Teacher Special Education NFHS A2250.133.045	September 1, 2016
	Mary Hall	Teaching Assistant CES (.5)/LPS (.5)	\$31,801 A2257.143.057 (.5) A2257.143.050 (.5)	September 1, 2016
	Veronica Schucker	Teacher Music AbateA2162.120.056	Teacher Music NFHSA2162.130.045	September 1, 2016
	Tracy St. Onge	Teacher Special Education NFHS A2250.133.045	Teacher Special Education Abate A2250.133.056	September 1, 2016
XIII.	Joseph Tiberi	Teacher English New Language GJ Mann F2103.133.067.0117	Teacher English New Language NFHS (.5)/LPS (/5) F2103.133.045.0117/(.5)/050.0117	September 1, 2016
	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Carminé Bianco	Teacher Physical Education CEC (.4)/HP (.4)/Maple (.2) A2164.130.052 (.4)/120.058 (.4)/060 (.2)	Teacher Physical Education NSS (.9)/Maple (.1) A2164.120.061 (.9)/060 (.1)	September 1, 2016
	Peter Carlo	Teacher Grade 6 Abate A2101.120.056	Teacher Grade 6 Enrichment Abate A2101.120.056	September 1, 2016
	Jeanine Catanzaro	Teacher Speech Maple (.5)/GPS (.2)/UDO (.3) A2256.133.060 (.5)/049 (.2)/007 (.3)	Teacher Speech UDO (.6)/Maple (.4) A2256.133.007 (.6)/060 (.4)	September 1, 2016
	Christine Chase	Teacher Grade 5 79 th Street A2101.120.065	Teacher Pre-K 79 th Street A2101.110.065	September 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII. INVOLUNTARY TRANSFERS (Continued)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Nicola Condino	Teacher Grade 4 Mann A2101.120.067	Teacher Grade 3 MannA2101.120.067	September 1, 2016
Dana Donato	Teacher Speech HP (.8)/GPS (.2) A2256.133.058 (.8)/049 (.2)	Teacher Speech HP (.6)/GPS (.4) A2256.133.058 (.6)/049 (.4)	September 1, 2016
Rakhi Kohli	Teacher Speech 79 th (.8)/LPS (.2) A2256.133.065/ (.8)/050 (.2)	Teacher Speech 79 th (.9)/Parochial (.1) A2256.133.065 (.9)/098 (.1)	September 1, 2016
Nicole Lasut-Campbell	Teacher Art NSS (.7)/CES (.2)/Kalfas (.1) A2160.120.061 (.7)/057 (.2)/059 (.1)	Teacher Art NFHS A2160.130.045	September 1, 2016
Joseph Marra	Teacher Physical Education CES (.4)/Mann (.4)/Kalfas (.2) A2164.120.057 (.4)/067 (.4)/059 (.2)	Teacher Physical Education NFHS A2164.130.045	September 1, 2016
Scott Misterkiewicz	Teacher Grade 6 Mann A2101.120.067	Teacher Grade 6 79 th Street A2101.120.065	September 1, 2016
Philip Mohr	Teacher Special Education Abate (.5)/79 th (.5) A2250.133.056 (.5)/065 (.5)	Teacher Special Education 79 th (.5)/CES (.5) A2250.133.065 (.5)/057 (.5)	September 1, 2016
Anne Petrozzi	Teacher Speech NFHS (6)/Abate (.4) A2256.133.045 (.6)/056 (.4)	Teacher Speech Mann (6)/Abate (.4) A2256.133.067 (.6)/056 (.4)	September 1, 2016
Sarah Ruffolo	Teacher Speech CES (.5)/UDO (.3)/LPS (.2) A2256.133.057 (.5)/007 (.3)/050 (.2)	Teacher Speech CES (.6)/UDO (.4) A2256.133.057 (.6)/007 (.4)	September 1, 2016
Joseph Sarkees	Teacher Physical Education Kalfas (.9)/79 th (.1) A2164.120.059 (.9)/065 (.1)	Teacher Physical Education Kalfas (.5)/Mann (.3)/79 th (.2) A2164.120.059 (.5)/067 (.3)/065 (.2)	September 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SUMMER WORK – 2016-2017

PER DIEM

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Dennis Balogh	1 day	\$324.38 General Fund	Review VADIR, Student handbooks, Attendance, safety procedures, etc.
Adam Bianco	5 days	\$470.61 General Fund	Counselor Planning Activities
Bruce Brundidge	5 days	\$466.27 General Fund	Counselor Planning Activities
Caroline Buchman	20 days	\$526.25 Title I	Administrative Planning
Eileen Burkett	25 days	\$342.71 Title I	Assessment Planning
Brian Carey	1 day	\$466.27 General Fund	Review of VADIR, student handbooks, attendance, safety and procedures, etc.
Marc Catanzaro	3 days	\$492.17 General Fund	Review of VADIR, student handbooks, attendance, safety and procedures, etc.
Carrie Cino	2 days	\$492.17 F2103.132.098.0316	Curriculum Committee Work
Catherine Contento	18 days	\$442.76 F2250.132.098.0717	Summer CPSE, Indicator 7, other CSE duties as assigned
Joseph Contento, Jr.	20 days	\$447.09 General Fund	Coordination of Athletic Program
Marc Daul	5 days	\$279.21 General Fund	Counselor Planning Activities
Nicole Gall	5 days	\$342.71 General Fund	Counselor Planning Activities
Randy Gall	3 days	\$492.17 General Fund	Review of VADIR, student handbooks, attendance, safety and procedures, etc.
Kenneth Krieger	25 Days	\$536.91 F2250.132.098.0717	Psychologist CSE Planning & Coordination

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SUMMER WORK – 2016-2017 (Continued)

<u>PER DIEM NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Michael Lewis	25 Days	\$415.30 F2103.132.007.6316	Grant Management Grant Reporting, CSE
Angela Manella	5 days	\$461.92 A2101.132.060	Leadership Team Meetings & Planning for Continued Data Analysis Process
Angela Manella	4 days	\$461.92 F2103.132.098.0316	Curriculum Committee Work
Maria Mascaro-Sinatra	5 days	\$492.17 General Fund	Counselor Planning Activities
Cheryl Meteer	25 days	\$442.61 F2250.132.098.0717	Special Education Planning
Tammy Novak	5 days	\$338.55 General Fund	Counselor Planning Activities
Rose Rajczak	5 days	\$492.17 General Fund	Counselor Planning Activities
Rachel Rotella	5 days	\$327.47 General Fund	Counselor Planning Activities
Catherine Sullivan	30 Days	\$470.61 Title I	Curriculum Planning Activities
Kathleen Urban	8 days	\$374.28 F2103.132.098.0316	Curriculum Committee Work
Edward Ventry	15 days	\$374.28 F2103.132.098.0316	Curriculum Coordination/Focus
Derek Zimmerman	20 Days	\$544.78 Title I	District/School Tasks Administrative Planning

XV. SCHEDULE B 1. FOCUS ON FAMILIES ASD PARENT SUPPORT FACILITATOR – JUNE 1 – AUGUST 31, 2016 - NTE 40 HOURS – F2013.140.098.8416

Bryan Rotella

XVI. SCHEDULE B – 2015-16 1. ADDITIONAL HOURS: GPS AFTER SCHOOL MATH PROGRAM – NTE (ONE) 1 HOUR EACH – FEBRUARY 2016 TO MAY 2016 – F2103.140.049.0316

Joseph Lozina

Carrie Roeser

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVI. SCHEDULE B – 2015-16 continue

2. GRADUATION – NFHS – JUNE 25, 2016 – NTE 3.5 HOURS EACH – A2020.140.045

Leah Baldassarre	Patricia Boisclair	Martin Campbell	Gina Carbin
Marc Catanzaro	Amy Chiarella	Brian Chmaj	Giulio Colangelo
Schurron Cowart	Marc Daul	Bryan Devantier	Joshua Eagan
Victoria Grant	Fredia Hart-Cowart	Sabrina London	George Mariano
Kelvin Martin	Dean Melson	Kevin Michael	Karyn Morrison
Marie Muoio	Leonard Nowakowski	Erik Olander	Nanette Paonessa
Susan Petrozzi	Michele Pryor	Debora Russell	Laura Skalski
Richard Slaiman	Pamela Smith	Holly Spanbauer	Alan Stockings
MaryAnn Taibi	Robert Touchette	Edward Ventry	Catherine Vilardo
Thomas Vitello	Linda Werder	<u>Addition:</u> Donald Bass	

3. ADDITIONAL HOURS: GRADES K-2 PRIMARY REPORT CARD REVISION COMMITTEE – NTE 15 HOURS EACH

INSTRUCTIONAL COACH

Carrie Cino

UPPER ELEMENTARY LIAISON

Michele Walker

GRADE 2

Maria Ehde

Mary Alice O'Donnell

Lynn Pasek

4. ADDITIONAL HOURS: GRADES K-2 PRIMARY REPORT CARD REVISION COMMITTEE – NTE 7.50 HOURS EACH

KINDERGARTEN

Courtney Butera

Nancy Porto

GRADE 1

Maria D'Antonoli

Marie Ponzi

Melissa Ranieri

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVII. SUMMER WORK 2016-17 – SCHEDULE B

1. **CATARACT FOCUS TEAM – NTE 10 HOURS EACH – F2103.140.098.0316**

Noelle Gaetano-Kasprzak	Mary Kurek	Lisa Malpica	Debra Olear
Patricia Rafferty	Sara Strangio		

2. **SUMMER DATA ANALYSIS & PLANNING / LEADERSHIP TEAM MEETINGS – NTE 20 HOURS - A2101.140.060**
Colleen Caprio

3. **SUMMER WORK – VARIOUS LOCATIONS – NTE HOURS BELOW – JULY – AUGUST 2016**

<u>NTE 20 HOURS</u>	<u>NTE 40 HOURS</u>	<u>NTE 6 HOURS</u>	<u>NTE 30 HOURS</u>
<u>GPS – A2102.140.049</u>	<u>CEC – GENERAL FUND</u>	<u>MAPLE – A2101.140.060</u>	<u>ELEMENTARY LIBRARIES</u>
Francis Coney	Nicole Gall	Lisa Granieri	<u>GENERAL FUND</u>
			Lori Moskaluk

<u>NTE 20 HOURS</u>			
<u>GPS – A2102.140.049</u>			
Kathleen Urban			

4. **SELF-CONTAINED TEACHERS – NFHS –NTE 6 HOURS EACH**

Renee Bodkin	Nicole Grant-Sheehan	Marian Homiszczak	John Pero
Richard Slaiman	Monica Smith-Gottlieb		

5. **NIAGARA STREET FOCUS TEAM – NTE 10 HOURS EACH – F2103.140.061.0316**

Teresa Chandler	Nicole Dobbs	Lenny Leblanc	
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6. **GRADE 9 TEAM TEACHERS – NFHS – NTE 6 HOURS EACH**

Christine Barstys	James Belin-Irving	Cathleen Chilberg	Bhawna Chowdhary
Bryan Collins	Julie Colosi	Cori Cuddahee	Bryan Devantier
Samantha Fassari	Patti-Ann Gabriele	Michelle Hudson	Vincent Lia
Laurrie Mettler	Valerie Militello-Faso	Clarissa Moore	Debra Morgan
Erik Olander	Colleen Pascuzzi	Erin Schwenkbeck	Michael Vilardo

7. **CONSULTANT TEACHERS – NFHS – NTE 6 HOURS EACH**

Gina Carbin	Karen Malaney	Maria Muoio	Tanya Sweitzer
Jennifer Venditti			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- XVII. **SUMMER WORK 2016-17 – SCHEDULE B (Continued)**
8. **I3 GRANT PLANNING YEAR 2 OF IMPLEMENTATION PHASE – NTE 35 HOURS – F2103.140.007.7614**
Kathleen Urban
9. **SUMMER WORK – MAPLE AVENUE SCHOOL – NTE 107 HOURS FOR THE TOTAL GROUP – F2103.140.060.0316**

AmyLynn Benjamin	Marre Campbell	Maria Commisso-Martin	Judith Conner
Lisa Granieri	Terri Gregg	Marquetta Hunter	MaryAnn Kramer
Trisha LaSota	Angela Manella	Mary Ellen McKean	Jaime Pero
Patricia Pileggi	Christopher Robins	Thomas Sauvageau	Nancy Scirto
Michele Walker			
10. **SCHOOL COMPREHENSIVE EDUCATION PLAN – MAPLE AVENUE SCHOOL – NTE 60 HOURS FOR THE TOTAL GROUP – F2103.140.098.0116**

Colleen Caprio	Angela Manella	Christopher Robins	Jessica Tower
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Nancy Scirto
11. **SCHOOL COMPREHENSIVE EDUCATION PLAN – KALFAS MAGNET SCHOOL – NTE 20 HOURS PER PERSON – F2103.140.098.0316**

Colleen Caprio	Danielle Dionne	Mary Pogel
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12. **SCHOOL COMPREHENSIVE EDUCATION PLAN – GPS – NTE 60 HOURS FOR TOTAL GROUP – F2103.140.098.0316**

Francis Coney	Brent Gadacz	Bonnie Kane	Anne Mardon
Angelica Martin	Amanda Molnar	Maria Murgia	Christina Schove
Kathleen Urban	Stephen Zafuto		
13. **SCHOOL COMPREHENSIVE EDUCATION PLAN – GJ MANN SCHOOL – NTE 60 HOURS FOR TOTAL GROUP – F2103.140.098.0116**

Johanna Bolender	Carrie Cino	Deanna Cudahy	Linda Silvestri
Joanne Washcalus	Thomas Zafuto		
14. **SCHOOL COMPREHENSIVE EDUCATION PLAN – ABATE ELEMENTARY – NTE 60 HOURS FOR THE TOTAL GROUP – F2103.140.098.0116**

Janelle Brydges	Courtney Butera	Patricia Hennegan	Patrina Leo
Margaret Robideau	Sara Strangio		
15. **LASALLE PREP SCHOOL – LPS AFTER SCHOOL PROGRAM – NTE 18 HOURS EACH – F2103.140.050.0316**

Marie Fiore	Amanda Zona
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVII. SUMMER WORK 2016-17 – SCHEDULE B (Continued)

16. SCHOOL COMPREHENSIVE EDUCATION PLAN – 79TH STREET – NTE 15 HOURS EACH – A2101.140.065

Janine Bellonte	Lisa Graff	Lyndie Grant	Debra Olear
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Bryan Rotella

17. REVIEWING CURRICULUM WORK FOR NIAGARA COUNTY COMMUNITY COLLEGE/NIAGARA UNIVERSITY – NFHS – NTE 6 HOURS EACH

Amy Chiarella	Denise Karski	Israel Martinez	Sarah Sperry
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Michael White

18. COORDINATORS FOR SUMMER 2016 EXTENDED LEARNING TIME PROGRAM – ABATE/CATARACT – NTE 105 HOURS EACH

Noelle Gaetano-Kasprzak	Stanley Wojton
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19. ELEMENTARY MATH INSTRUCTIONAL COACH – SUMMER 2016 EXTENDED LEARNING TIME PROGRAM – ABATE/CATARACT – NTE 105 HOURS

Carrie Cino

20. SUMMER 2016 EXTENDED LEARNING TIME PROGRAM – ABATE/CATARACT – NTE 86.25 HOURS EACH

Caterina Antonacci	Jennifer Clyde	Maria Ehde	Jennifer Everts
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Cheryl Johnson	Laura Kashishian	Geraldine Koch	Patricia Krolewski
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Lynn Pasek	Margaret Rhodes	Marissa Rogers	Andrea Woyksnar
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ADDED Claudia Alex	Janyl Drozek	Lauren Falsetti	Patrina Leo
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ADDED Lindsay Merino

21. SUMMER TEACHER TRAINING ACADEMY – NTE 30 HOURS EACH

Philip Mohr, Jr.	Bryan Rotella	Christina Magnuson
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22. FUNCTIONAL SKILLS SUMMER CAMP – NTE 62 HOURS EACH

<u>Program Director Special Ed</u>	<u>Counselor</u>	<u>Art Teacher</u>	<u>Program Director Special Ed</u>
Kathryn Barto	Mary Kurek	Nicole Lasut-Campbell	Kelvin Martin

<u>Speech Pathologist</u>	<u>Physical Education Teacher</u>
Sarah Ruffolo	Stanley Wojton

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVII. SUMMER WORK 2016-17 – SCHEDULE B (Continued)

23. SUMMER STEM CAMP INSTRUCTORS – NTE HOURS AS INDICATED BELOW

NTE 35 HOURS

Ronni McGrath

NTE 25 HOURS

Caterina Antonacci

NTE 25 HOURS

Catherine Dunstan

NTE 25 HOURS

Edward Wisniewski

NTE 25 HOURS

Tammy Zaker

24. DISCOVER MYPLATE CURRICULUM TRAINING FOR TEACHERS – NTE 2.50 HOURS EACH

Maria D'Antonoli

Elaine Dominguez

Chiara Durkin

Lyndie Grant

Joan Pawlukovich

Paula Spacone

Tracy St. Onge

Rebecca Tantillo

Yolanda Williamson

25. FOCUS GROUPS – LPS – NTE 5 HOURS EACH – F2103.140.098.0316

John Briglio

Ashley Chambers

James Hutchinson

Anne Mardon

Maria Murgia

Bryan Rotella

Andrew Touma

Jocelyn Touma

Amanda Zona

26. MATH SOLUTIONS WORKSHOP – LPS – NTE 6 HOURS EACH – F2103.140.050.0316

Ashley Chambers

Jolene Lambert

Cassandra Lutey

Anne Mardon

Julia Meyers

Maria Murgia

Dawn Secic

Justin Speidel

Jocelyn Touma

Edward Wisniewski

27. TRC WORKSHOP – MOTIVATING BLACK MALES TO ACHIEVE IN LIFE AND IN SCHOOL – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Stephen Zafuto

28. TRC WORKSHOP – TEACHING STUDENTS WITH POVERTY IN MIND – NTE 9 HOURS @ 50.00/HR – F2070.131.007.8117

Anthony Navaroli

29. SPEECH PATHOLOGIST/TEACHER SUMMER 2016 – NTE 25 HOURS

Bernadette Boland

30. SCHOOL PSYCHOLOGIST – SUMMER 2016 – NTE 50 HOURS

Corinna Scozzaro

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVIII.	<u>ASSESSMENT SUMMER WORK 2016-17 – SCHEDULE B</u>			
A131.	<u>GRADE 3 SOCIAL STUDIES – NTE 22.5 HOURS EACH</u>			
	Catherine Dunstan	Patricia Krolewski	Lisa Malpica	Tammy Zaker
A132.	<u>GRADE 3 SCIENCE – NTE 22.5 HOURS EACH</u>			
	Deborah Asklar	Patricia Krolewski	David St. Onge	Tammy Zaker
XIX.	<u>CURRICULUM SUMMER WORK 2016-17 – SCHEDULE B</u>			
C101.	<u>NIAGARA FALLS HIGH SCHOOL ENGLISH – WRITING FOR THE STEM FIELDS – NTE 11.25 HOURS EACH</u>			
	Christine Barstys	Amy Chiarella		
C102.	<u>NIAGARA FALLS HIGH SCHOOL ENGLISH – NUSTEP THINKING & WRITING – NTE 11.25 HOURS EACH</u>			
	Cathleen Chilberg	Sarah Sperry		
C103.	<u>HIGH SCHOOL SPECIAL EDUCATION GRADUATION PATHWAYS PLANNING TEAM – NTE 11.25 HOURS EACH</u>			
	Renee Bodkin	Giulio Colangelo	Ebone Rose	
C104.	<u>HIGH SCHOOL STEM/BIOSCIENCE INTERACTIONS CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Kate Johnston	Denise Karski		
C105.	<u>HIGH SCHOOL STEM/APPLIED INNOVATIONS CURRICULUM – NTE 11.25 HOURS EACH</u>			
	Deanna Matsulavage	Valerie Rotella-Zafuto		
C106.	<u>HIGH SCHOOL STEM/DIRECT VISION PLANNING – NTE 11.25 HOURS EACH</u>			
	Edwin Maynard	Ronni McGrath	Maria Murgia	
C107.	<u>SCIENCE: NEXT GENERATION STUDY GROUP K-12 – NTE 11.25 HOURS EACH</u>			
	Julie Brundage-Lowry	Mary Jo Edwards	Edwin Maynard	Ronni McGrath
	Carla Parkes	Valerie Rotella-Zafuto	Frank Strangio	
C108.	<u>SCIENCE: HEAD TEACHER - HIGH SCHOOL – NTE 22.50 HOURS</u>			
	Edwin Maynard			
C109.	<u>HIGH SCHOOL: NU STEP FORENSIC SCIENCE 331/332 – NTE 18.75 HOURS</u>			
	Christa Ciccone			
C110.	<u>HIGH SCHOOL: NU STEP FORENSIC SCIENCE 432 – NTE 18.75 HOURS</u>			
	Kimberlee Maynard			
C111.	<u>HIGH SCHOOL: NU STEP FORENSIC SCIENCE SCI 333 – NTE 18.75 HOURS</u>			
	Matthew Rajczak			
C112.	<u>HIGH SCHOOL MATHEMATICS HEAD TEACHER – NTE 33.75 HOURS</u>			
	Karl Wagner			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIX.	<u>CURRICULUM SUMMER WORK 2016-17 – SCHEDULE B (Continued)</u>			
C113.	<u>HIGH SCHOOL MATHEMATICS – NON-REGENTS APPLIED GEOMETRY MATH 225 – NTE 15 HOURS EACH</u>			
	Deanna Matsulavage	Robert Touchette		
C114.	<u>HIGH SCHOOL MATHEMATICS – NCCC TRANSITION COURSE – NTE 18.75 HOURS EACH</u>			
	Errol Honadle	Karl Wagner		
C115.	<u>HIGH SCHOOL MATHEMATICS – GEOMETRY MATH 230 – NTE 11.25 HOURS EACH</u>			
	Kyra Ebert	Laurie Mettler		
C116.	<u>HIGH SCHOOL MATHEMATICS 330 – ALGEBRA II – NTE 11.25 HOURS EACH</u>			
	Edward Ceccato	Edward Ventry	Michael White	
C117.	<u>HIGH SCHOOL MATHEMATICS 530 – NUSTEP STATISTICS – NTE 11.25 HOURS EACH</u>			
	Edward Ceccato	Denise Karski		
C118.	<u>HIGH SCHOOL MATHEMATICS – MAT 430 & MAT 540 – NTE 11.25 HOURS EACH</u>			
	Denise Karski	Michael White		
C119.	<u>NIAGARA FALLS HIGH SCHOOL SOCIAL STUDIES GRADE 9 – (GRADE 9 – NTE 26.25 HOURS) (GRADE 10 – NTE 18.75 HOURS) (GRADE 8 – NTE 18.75 HOURS) PER PERSON</u>			
	Bryan Dean	Megan Glasser	Elizabeth Lia	Erik Olander
	Colleen Pascuzzi	Erin Schwenkebeck		
C120.	<u>HIGH SCHOOL SOCIAL STUDIES HEAD TEACHER – NTE 33.75 HOURS</u>			
	Julia Conti			
C121.	<u>NFHS GRADE 9 FRESHMAN EXPERIENCE – NTE 18.75 HOURS EACH</u>			
	Christine Barstys – Lead Teacher	Martin Campbell	Giulio Colangelo	
C122.	<u>GRADE 6, 7, & 8 ELA CURRICULUM – NTE 18.75 HOURS EACH</u>			
	Maria Fiore	Monique Gazy	Kristen Mihalko-Hyland	Giannina Lucantoni
C123.	<u>PREP LANGUAGE ARTS HEAD TEACHER – NTE 22.50 HOURS</u>			
	Anne Mardon			
C124.	<u>GRADE 7 ACCELERATED MATHEMATICS CURRICULUM – NTE 18.75 HOURS EACH</u>			
	Amanda Molnar	Justin Speidel		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIX. CURRICULUM SUMMER WORK 2016-17 – SCHEDULE B (Continued)			
C125.	<u>GRADE 7 & 8 GENERAL MATHEMATICS AND AIS – NTE 7.50 HOURS EACH</u>		
	Derek Frommert	Julia Meyers	Carrie Roeser
	Justin Speidel	Jocelyn Touma	Cory Savard
C126.	<u>PREP SCHOOL MATHEMATICS HEAD TEACHER – NTE 18.75 HOURS</u>		
	Maria Murgia		
C127.	<u>PREP SCHOOL STEM: MATH & SCIENCE INTEGRATION – NTE 18.75 HOURS EACH</u>		
	Derek Frommert	Edwin Maynard	Ronni McGrath
	Carrie Roeser	Frank Strangio	Maria Murgia
C128.	<u>SOCIAL STUDIES CURRICULUM – PREP SCHOOL GRADE 7 – NTE 26.25 HOURS EACH</u>		
	Bryan Dean	Megan Glasser	Marcus Latham
C129.	<u>GRADES KINDERGARTEN – GRADE 2 SOCIAL STUDIES & SCIENCE CURRICULUM – NTE 15 HOURS EACH</u>		
	Lyndie Grant	Angela Manella	Mary Alice O'Donnell
	Michele Walker		Nancy Porto
C130.	<u>GRADES KINDERGARTEN – GRADE 2 ELA CURRICULUM – NTE 26.25 HOURS EACH</u>		
	Deanna Cudahy	Maria D'Antonoli	Maria Ehde
	Angela Manella	Lynn Pasek	Lyndie Grant
		Allison Pasquantino	Joanne Washcalus
C131.	<u>GRADES 3 ELA & SOCIAL STUDIES – NTE 26.25 HOURS EACH</u>		
	Deanna Cudahy	Catherine Dunstan	Patricia Krolewski
	David St. Onge	Tammy Zaker	Lisa Malpica
C132.	<u>GRADES 4, 5, & 6 ELA CURRICULUM – NTE 22.50 HOURS EACH</u>		
	Johanna Bolender	Stefany Critelli	Lisa Graff
	Dianne Havens	Angela Manella	Terri Gregg
		Angela Ruffolo	
C133.	<u>ELEMENTARY SPECIAL CLASS ELA CURRICULUM MAPPING – NTE 18.75 HOURS EACH</u>		
	Lisa Carruthers	Allen Cowart	Christina Magnuson
			Jaime Pero
C134.	<u>ELEMENTARY GRADES 4 & 5 SOCIAL STUDIES – NTE 18.75 HOURS EACH</u>		
	Maria Commisso-Martin	Nicola Condino	Stefany Critelli
			Joni Orfano

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIX. CURRICULUM SUMMER WORK 2016-17 – SCHEDULE B (Continued)

C135. ELEMENTARY MATHEMATICS RESOURCE RENEWAL COMMITTEE – (NTE 11.25 HOURS PER TEACHER) – (NTE 18.75 HOURS PER INSTRUCTIONAL COACH)

Janine Bellonte	Courtney Butera	Colleen Caprio	Carrie Cino
Allen Cowart	Maria D'Antonoli	MaryAnn Kramer	Joni Orfano
Lynn Pasek	Allison Pasquantino	Jerri Presutti	Angela Ruffolo
Sara Strangio	Sunnie Ventry	Joanne Washcalus	Daniel Weiss
Tammy Zaker			

C136. GRADES PRE-KINDERGARTEN ACTION PLANNING – NTE 11.25 HOURS EACH

Angela DeMunda-Martin	Patricia Hennegan	Paula Spacone	Caryn Skowronek
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C137. GRADES PRE-KINDERGARTEN AGE 3 CURRICULUM MAPPING – NTE 18.75 HOURS EACH

Angela DeMunda-Martin	Patricia Hennegan
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XX. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

1. NFHS – A2850.142.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brian Carey	1.0	Honor Society	\$800

XXI. RESCIND APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

1. HYDE PARK – A2850.142.058

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REMOVE	Anthony Kutis	1.0	STEM Club	\$547

XXII. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE E – LUNCH AND MORNING DUTY – 2015 – 2016 LUNCH DUTY – NFHS – SEPT TO JUNE – A2103.146.045

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Pamela Smith	1.0	Lunch Duty	\$2930

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo,

Nays: None

Abstention: Mr. Barstys

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Bishop Dobbs moved for approval of the following Personnel Report for Classified Staff, Items #I through #IX.
Mr. Jocoy seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Dawn Bradley	Classroom Associate 5.5 Hours Hyde Park	31 years 7 months	August 30, 2016
	Sharon Colletti	Princ. Account Clerk/Accting Manager Finance Office	29 years 2 months	July 4, 2016 (Revised Date)
	Gary Corsaro	Senior General Repairer Maintenance	30 years	June 29, 2016
	Brenda Jeffs	Classroom Associate 5.5 Hours Kalfas	15 years 7 months	June 30, 2016
	Vicki Johnstone-Graf	Secretary I CEC	21 years	June 29, 2016
	Maureen Penale	Secretary I Hyde Park	13 years 7 months	June 30, 2016
	Shirley Warner	Senior Account Clerk, Finance Office	21 years	June 29, 2016
	Tanya Wilson	Senior Account Clerk Finance Office	30 years 6 months	July 4, 2016 (Revised Date)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Brittany Sebring	Technology Associate 6 Hours Information Services	1 year 9 months	June 30, 2016

III. PROMOTIONAL/PROVISIONAL APPOINTMENTS – REVISED

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
MaryBeth Spacone <u>R</u>	Account Clerk \$45,496 Step 4 w/Longevity A1325.164.005 (.5) Bus. Office A5510.164.027 (.5) Transport.	Senior Account Clerk \$49,195 Step 3 w/Longevity A1325.164.005 (.5) Bus. Office A5510.164.027 (.5) Transport. (Revised Step)	July 1, 2016

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Roberta Rubin <u>R</u>	Health Associate 6 Hours NSS	\$13.95/hour Step 2 A2815.174.061	September 1, 2016 (December 31, 2016)

V. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Mia Crumpton <u>R</u>	Promise Case Manager NFHS	\$32,000 F2103.130.007.5716	July 1, 2016

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Shanika Jones	Cleaner 8 Hours NFHS	\$35,517 Step 1 w/Longevity A1623.167.045	Revised Dates: May 20, 2016 – June 17, 2016 (8 Hour Cleaner Position ends as of 6/17/16)
Shanika Jones	Cleaner 7 Hours Hyde Park (Tanya Adamson)	\$31,238 Step 1 w/Longevity A1623.167.058 & \$32,409 Step 2 w/Longevity A1623.167.058	June 20, 2016 – June 30, 2016 & July 1, 2016 – July 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	July 1, 2016 – July 31, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	July 1, 2016 – July 31, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	July 1, 2016 – July 31, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$31,109 Step 2 A1623.167.016	July 1, 2016 – July 31, 2016
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	July 1, 2016 – July 31, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$31,109 Step 2 A1623.167.016	July 1, 2016 – July 31, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	July 1, 2016 – July 31, 2016

VIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Richard Allen	Food Service Helper 3 Hours GPS	Personal (without pay)	Revised Dates: June 20, 2016 – June 23, 2016
Pamela Fuller	Senior School Monitor 7 Hours Abate	Personal (without pay)	June 21, 2016 (1/2 Day Only)
Mary Hosey	Food Service Helper 3 Hours NFHS	Medical (without pay)	Revised Dates: May 23, 2016 – June 23, 2016
Teresa Mathis	Food Service Helper 3 Hours Cataract	Personal (without pay)	June 6, 2016 – June 23, 2016

IX. ADDITIONAL HOURS

A. CONNECTION OF CLASSROOM HARDWARE – NTE 6 HOURS EACH – SEPTEMBER 6, 2016 – A1680.177.098

Amber Eagan	Steffany Kurilovitch	Cheryl LaBelle	Jean Robbins
Nathaniel Smith			

B. NURSE FOR POST PROM – NFHS – \$80.00 – A2815.550.045

Laura Lasher

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IX. ADDITIONAL HOURS (Continued)

C. FUNCTIONAL SKILLS SUMMER CAMP – SPECIAL EDUCATION ASSOCIATE – NTE 62 HOURS

Melissa Molly

D. OPENING OF SCHOOL PREPARATION – MAPLE – NTE 12 HOURS – A2020.178.060

Deborah Maj

E. SCHOLASTIC BOOK FAIR – KALFAS – MAY 20, 2016 – NTE 3.5 HOURS – A2020.178.059

Shelia Lewis

F. EVENING SUPERVISION – CEC – NTE HOURS BELOW – SEPTEMBER 2016 – JUNE 2017 - A2310.167.052

NTE 110 HOURS

Rasheen Wilson

G. SUMMER SPORTS NURSE – (7/13/16 – 08/25/16) – NTE 225 HOURS COMBINED FOR ALL EMPLOYEES BELOW – A6300.167.098

Monica Petrishin

(1st Back Up Only)
Laura Lasher

(2nd Back Up Only)
Julia Sturdivant

H. SUMMER HEALTH ASSOCIATE – (7/19/16 – 08/24/16) – NTE 200 HOURS – A6300.177.098

Michele Brocious

I. SUMMER 2016 EXTENDED LEARNING TIME PROGRAM – NURSES – NTE 82.50 HOURS EACH

Margaret Campana – **Abate**

Michelle Barrons – **Cataract**

Denise Johnson (**Back Up only**)

Linda Venuto (**Backup Only**)

J. ASSISTANT CHILD CARE ASSOCIATE – SUMMER 2016 – NTE 15 HOURS

Kathy Violanti

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on April, 22, 25, and May 5, 9, 11, 12, 13, 16, 18, 19, 24, 25, 31, and June 2, 3, 6, 7, 8, 9, 13, 15, 17, 2016 for the annual review of special education students and on April 14, 22, 25, and May 2, 5, 9, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 31, and June 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 6/23/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on May 10, 13, 19, June 2, 9, and 16, 2016 to review and initiate the placement of preschool students with disabilities and on April 19, May 11, 17, 18, 24, 31, June 1, 7, 8, and 16, 2016 for the Annual Review of Preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 6/23/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

None

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Code of Conduct; and

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

6.01 APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (cont'd.)

WHEREAS, a public hearing on the proposed Code of Conduct as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 18, 2016; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Code of Conduct as amended, after review by the Committee; and be it further

RESOLVED, that the Code of Conduct as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.02 APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Comprehensive District-Wide Safety Plan that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Comprehensive District-Wide School Safety Plan; and

WHEREAS, a District-Wide School Safety Team approved by the District, reviewed and amended the Comprehensive District-Wide School Safety Plan for Niagara Falls City School District in accordance with the laws and regulations; and

6.02 APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (cont'd.)

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 18, 2016; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Comprehensive District-Wide School Safety Plan as amended, after review by the District-Wide School Safety Committee; and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purposes of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.03 APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS, AS AMENDED, AND FILING WITH APPROPRIATE LAW ENFORCEMENT AGENCIES AS REQUIRED BY LAW

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, Building-level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the law and regulations adopted and filed Building-level Safety Plans for District Schools; and

6.03 APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS, AS AMENDED, AND FILING WITH APPROPRIATE LAW ENFORCEMENT AGENCIES AS REQUIRED BY LAW (cont'd.)

WHEREAS, Building-level School Safety Teams, appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-level School Safety Plan for their respective school; and

WHEREAS, a Summary of each of the Building-level School Safety Plans as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-level School Safety Plans as amended, as required was held on May 18, 2016; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Building-level School Safety Plans as amended after review by the Building-level School Safety Teams for their respective schools; and be it further

RESOLVED, that the Building-level School Safety Plans as amended, be filed with the appropriate law enforcement agencies and the State Police within 30 days from the date of their adoption; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purposes of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.04 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/16-8/31/16

Mr. Jocoy moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The District has leased classroom facilities to Board of Cooperative Educational Services (BOCES) for Summer School; and

WHEREAS, BOCES is again requesting Lease of eighty (80) rooms in Niagara Falls High School, which Lease will commence 7/1/16 and terminate 8/31/16; and

6.04 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/16-8/31/16 (cont'd.)

WHEREAS, A Lease has been negotiated with BOCES providing among other things for rental, computed on an hourly rate, and for reimbursement to the District for actual costs incurred in furnishing other services; and

WHEREAS, Board action is required at this time in order that BOCES can occupy the premises to conduct Summer School; now therefore it be

RESOLVED, That the Lease for classroom facilities at Niagara Falls High School by Board of Cooperative Educational Services for period 7/1/16-8/31/16, attached hereto, be approved; and further be it

RESOLVED, That the Lease is subject to further modifications by the Superintendent of Schools or the School District Attorney as they may deem appropriate; and further be it

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**ORLEANS-NIAGARA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
4232 SHELBY BASIN RD
MEDINA NY 14103**

LEASE DOCUMENT

The Board of Education of **Niagara Falls City School District** hereby agrees to lease the facilities described below to the Board of Cooperative Educational Services of Orleans and Niagara Counties. The Board of Cooperative Educational Services of Orleans and Niagara Counties hereby agrees to take the facilities for the term below specified. This Agreement and the Lease of the facilities shall take effect on 7/1/16 and shall terminate on 8/31/16. Payment of the rent shall be made annually in the first scheduled lease payment in November, 2016. The rent amount will be determined by actual program usage calculated on an hourly basis as described below.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall (a) to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement; (b) shall maintain general liability in the minimum amount of \$1,000,000.00 each occurrence with aggregate amount of \$2,000,000.00 and an excess liability coverage of \$5,000,000.00 for loss of life or bodily injury to one or more persons and property damage. All policies shall name the District, as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

In the event of destruction or damage of the leased premises rendering the same untenable by BOCES for its purposes, there shall be an abatement and/or pro rata adjustment of the rents due hereunder.

6.04 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/16-8/31/16 (cont'd.)

The facilities which are the subject of this Lease are estimated to be **80 rooms at the Niagara Falls High School.**

The Board of Cooperative Educational Services of Orleans and Niagara counties shall pay rent based on an hourly rate. The hourly rate is calculated based on the current school year classroom rate as follows:

Annual classroom rate ÷ 200 days ÷ 7.5 hours/day = hourly rate

\$8,000 ÷ 200 days ÷ 7.5 hours/day = \$5.33 hourly rate

The hourly rate will be applied to the actual classroom usage as reported by the Summer School Building Principal and verified by the parties.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall reimburse the District as additional rent for the actual cost incurred by District to provide the following: security officers, custodian supplies, copy paper consumption, other consumables, use of copy machines, use of Smart Boards, issuing prox cards, if any or all are requested by BOCES all not to exceed \$3,000.00 unless otherwise agreed to by the Parties.

DATED: June 23, 2016

BOARD OF EDUCATION OF
THE CITY OF NIAGARA FALLS

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES OF
ORLEANS/NIAGARA COUNTIES

By: _____
President

By: _____
President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.05 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS RESOURCE FOR ELEMENTARY SPECIAL CLASSES, RECOMMENDATION

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi seconded the motion.

6.05 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS RESOURCE FOR ELEMENTARY SPECIAL CLASSES, RECOMMENDATION (cont'd.)

WHEREAS, A committee has recommended the purchase of a comprehensive English Language Arts resource for District Special Classes at the elementary level; and

WHEREAS, Copies of program resources are available in the Curriculum and Instruction Office

RESOLVED, that the Niagara Falls Board of Education approve the resource recommendations;

RESOLVED, that purchase of the following resources be approved:

<u>Subject</u>	<u>Text/Material</u>	<u>Publisher</u>
Special Class ELA	Reach	National Geographic/Cengage Learning, Inc.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.06 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS MATERIALS – CORE PROGRAM RESOURCE FOR READING AND WRITING IN GRADE 3, RECOMMENDATION

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, A committee has recommended a Grade 3 literacy (reading and writing) program and classroom resources which align to the Common Core Learning Standards for New York State; and

WHEREAS, The resources are on display in the Office of Curriculum and Instruction; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the program resources;

RESOLVED, That the following be approved:

<u>Grade Level</u>	<u>Text/Material</u>	<u>Publisher</u>
Grade 3	Journeys	Houghton Mifflin Harcourt

6.06 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS MATERIALS – CORE PROGRAM RESOURCE FOR READING AND WRITING IN GRADE 3, RECOMMENDATION (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.07 APPROVAL OF DISTRICT SOCIAL STUDIES TEXTBOOKS, GRADES 3 - 5 RECOMMENDATIONS

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, A committee has recommended a grades 3, 4 & 5 textbook adoption to meet revised New York State requirements; and

WHEREAS, copies of the Social Studies textbooks by grade are available in the Curriculum Office

RESOLVED, That the Niagara Falls Board of Education approve the textbook recommendations;

RESOLVED, That the following textbooks be approved:

<u>Grade Level</u>	<u>Text/Material</u>	<u>Publisher</u>
3	New York Social Studies	McGraw – Hill Education
4	New York Social Studies	
5	New York Social Studies	

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District provides health care benefits to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining Agreements; and

WHEREAS, The Superintendent recommends the consultant/broker agreement with M&T Insurance Agency Inc. (MTIA), be renewed for the period July 1, 2016 through June 30, 2017 and that MTIA subcontract the third party administrator services. Attached is a copy of the proposed consultant/broker agreement with MTIA;

RESOLVED, That the Board of Education hereby approves the consultant/broker agreement between the City School District of the City of Niagara Falls, New York and the M&T Insurance Agency Inc.; and further

RESOLVED, That the agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED The President be and is hereby authorized to execute the attached contract and any and all documents necessary to implement this Resolution including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached contract and all documents necessary to implement this Resolution.

CONSULTING BROKER AGREEMENT

SERVICE AGREEMENT, dated as of July 1, 2016 ("Agreement"), between **The School District of the City of Niagara Falls, New York** ("Client") and **M&T Insurance Agency, Inc.** ("Contractor").

Recitals

A. Client maintains one or more group life and/or health insurance plans and pharmacy drug plans for the benefit of its employees.

B. Contractor is in the business of providing various consulting, broker and administrative services to employers that maintain group life and health insurance plans for their employees.

C. Client wishes to retain Contractor to provide consulting, broker and administrative services with respect to Client's group life/health plans, and Contractor is willing to provide such services to Client, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are the hereby acknowledged, the parties hereto agree as follows:

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017 (cont'd.)

1. Interpretation. The descriptive headings of the several Sections and subsections of the Agreement are inserted for convenience only and shall not be a part of the Agreement for purposes of interpretation or otherwise. Section, Subsection, Schedule and Exhibit references contained herein are references to Sections, Subsections, Schedules and Exhibits of this Agreement and are part of this Agreement, unless otherwise specified. Terms such as "herein," "hereunder" and "hereof" refer to this Agreement as a whole and not to any specific section or subsection unless otherwise specified. With respect to all terms in this Agreement, the singular includes the plural and the plural the singular, and words importing any gender include the other genders.

2. Retention; The Services.

(a) Client retains Contractor to perform certain consulting, broker and administrative services with respect to the group life and/or health insurance and pharmacy drug plans maintained by Client for the benefit of its employees that are listed on Schedule A (the "Plans"), and Contractor hereby agrees to provide such services on the terms and conditions set forth in this Agreement. Contractor represents and covenants that each Plan is or is not covered by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as indicated on Schedule A.

(b) During the term of this Agreement, Contractor shall provide the Consulting and Broker and administrative services listed on Schedule B ("Consulting/Broker Services") and such other services as the parties may agree upon from time to time.

(c) The relationship of Contractor, its employees, subcontractor, subcontractor's employees and agents to Client is that of an independent contractor, and Contractor, and/or its employees, and/or its subcontractor and/or its subcontractor's employees and/or their agents: (i) will not be, and will not hold itself/themselves out as, an agent or representative of Client; and (ii) shall not have any claim that any employee and/or subcontractor and/or subcontractor's employee and/or agent of Contractor is an employee of Client or has any right to compensation from Client or is entitled to retirement benefits, health and welfare benefits or any other benefit that Client may make available to any of its employees or agents.

(d) This Agreement shall not constitute or be deemed to constitute a partnership, joint venture or similar cooperative effort or arrangement between Client and Contractor and/or its Subcontractor, and Contractor and/or its Subcontractor shall have no right to or interest in any assets or property of Client under the terms of this Agreement.

(e) Contractor and/or its subcontractor shall not be a "fiduciary," as such term is defined in ERISA, respect to any Plan.

3. Fees and Expenses. (a) Client shall pay the Contractor the sum of \$20,000.00 for its services as Consultant/Broker as detailed in Schedule B attached hereto and made a part hereof. Any service requests or additional projects not listed in Schedule B will be quoted upon request (eg. Personal Auto and Home, Workers Compensation, New York State Disability, etc.). Client shall pay Contractor the further sum for its Third Party Administrator services as detailed in Schedule B attached hereto and made a part hereof, which may be performed by it or its Subcontractor. Consultant/Broker shall be eligible for standard commissions on programs it negotiates and implements on behalf of the District.

(b) Payment for Consultant/Broker services shall be fully earned. Payments shall be made monthly commencing for the month of July 2016, in an amount equal to 1/12th of the total sum payable for Consultant/Broker services and paid in accordance with sub-paragraph (d) of this paragraph.

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017 (cont'd.)

c) Payment for Third Party Administration services shall be made monthly commencing for the month of July 2016, in the annual amount of \$123,000. Payments shall be made monthly to the Consultant/Broker commencing for the month of July 2016, in amounts equal to 1/12th the total sum payable for Third Party Administration services. The open of any new Health Reimbursement Accounts or increase in participation for any reason may be subject to additional fees.

(d) Any subcontract entered into by the Contractor shall contain the provision that the Contractor shall be responsible for payment for services under the subcontract and the subcontractor shall not make claim for services rendered against the Client.

(e) Payment checks payable to the order of the Contractor shall be deemed full payment for all services rendered whether by the Contractor or its subcontractor.

(f) Except as expressly provided herein, each party shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

4. Duties and Responsibilities (a) Contractor shall have those duties and responsibilities as expressly set forth in this Agreement including but not limited to the services and duties detailed in Schedule B or as may be reasonably implied from such detailed duties and services, unless additional duties and services are agreed to in writing signed by the parties.

(b) Without limiting the effect of Section 4(a) hereof, Contractor shall in addition to the duties and services detailed in Schedule B, have the duty and obligation to Client or any Plan participant or beneficiary (or any person claiming through any of them): (i) to review, examine, administer or take notice of any agreement, instrument or document other than this Agreement and the governing documents for the Plans listed on Schedule A; and (ii) to review or make any determination with respect to any claim for benefits under a Plan.

(c) Contractor may execute any of its powers and perform any of its duties hereunder by or through attorneys, agents or employees and sub-contractor for TPA services.

5. Indemnification and Insurance: (a) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, its employees, servants and agents, including but not limited to its contractors and subcontractors from and against any and all costs, losses and damages (including but not limited to all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) arising out of the performance of services by it and/or its subcontractor and/or its subcontractor's employees under this Agreement including but not limited to such costs, losses and damages caused by the negligent acts or omissions of Contractor, its agents, servants, employees and/or its subcontractors and/or its subcontractor's employees in the performance and furnishing of services under this Agreement. The client agrees to hold the contractor harmless for errors of omission created by the client in servicing this agreement.

(b) Contractor shall maintain errors and omissions (professional liability) insurance in amount of not less than \$5,000,000.00 or such other amount acceptable to the Client, together with general liability insurance in the minimum amount of \$1,000,000.00 each occurrence with aggregate amount of \$2,000,000.00 and excess liability coverage of \$5,000,000.00.

Where applicable all policies shall name the Client, School District of the City of Niagara Falls, New York as additional party insured. Certificates of insurance shall be filed with the Client prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage's afforded under the policies will not be cancelled until at least thirty days' prior written notice is given to the Client.

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017 (cont'd.)

6. The Client shall have the right to renew this Agreement for an additional one year period.

7. Term; Termination. (a) This Agreement shall commence on the 1st day of July 2016 and shall continue to and terminate on the 30th day of June 2017, unless sooner terminated or renewed as herein provided.

(b) Client may terminate this Agreement for any reason and without penalty upon 30 days' prior written notice to the other party, provided however Client shall pay Contractor for Third Party Administrator Services to the date of termination.

8. Representations, Warranties and Covenants. (a) Each party represents and warrants to, and covenants with, the other party as follows:

(i) The party is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the power and authority to enter into this Agreement and to perform its obligations and consummate the transactions contemplated hereby.

(ii) The execution, delivery and performance of this Agreement and the transactions contemplated hereby by such party have been duly and validly authorized by all necessary action on the part of the party, and this Agreement has been duly and validly executed and delivered by the party.

(iii) This Agreement constitutes the valid and binding agreement of the party, enforceable against the party in accordance with its terms.

(iv) There is no proceeding pending or, to the best of the party's knowledge, threatened that would call into question the validity or enforceability of this Agreement against such party or would adversely affect the party's ability to consummate this Agreement and the transactions contemplated hereby.

(b) Contemporaneously with the execution and delivery of this Agreement, each party shall deliver an incumbency certificate, in form and substance reasonably satisfactory to the other, as to the officers authorized to act on its behalf under this Agreement. Each party shall update its respective incumbency certificates from time to time to reflect any changes in such authorized officers.

9. Notices. All communications and notices permitted or required under this Agreement shall be in writing and shall be sent: (i) by hand delivery; or (ii) by commercial overnight courier; or (iii) by certified mail, postage prepaid, return receipt requested to a party using the following information, or such other information as a party has given to the other party in the manner specified in this Section 9:

If to Contractor: M&T Insurance Agency, Inc.
285 Delaware Avenue
Buffalo, New York 14202
Attn: ____

If to Client: School District of the City of Niagara Falls, New York
630 66th Street
Niagara Falls, NY 14304
Attn: Superintendent of Schools

With Copy To: School District Clerk
630 66th Street
Niagara Falls, NY 14304

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017 (cont'd.)

A notice hereunder shall be deemed given: (a) upon receipt, in the case of hand delivery; or (b) one day after delivery to the courier, in the case of commercial overnight courier; or (c) five calendar days after deposit in the U.S. mail, in the case of certified mail, regardless of the date of actual delivery or whether delivery is ever in fact made. If a notice under this Agreement is refused by the addressee thereof, then the notice shall be deemed to have been given and effective as of the date provided in this Section 9.

10. Assignment: The services to be rendered by the Contractor under this Agreement are unique and personal. Accordingly, except as may otherwise be provided in this Contract, the Contractor shall not transfer or assign any of the rights or delegate any of the duties or obligations under this Contract and any attempted such transfer, assignment or delegation shall be wholly void.

11. Other Agreements. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law principles. This Agreement (including the above recitals which are a substantive part hereof) and the schedules and exhibits hereto constitute the complete and exclusive expression of the terms of the agreement between the parties, and supersede all prior or contemporaneous oral or written agreements, arrangements and understandings among the parties with respect to the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each of the parties hereto. A purported waiver of any right or condition set forth herein shall not be valid for any purpose unless in writing and signed by the part against whom such waiver is asserted. This Agreement is for the sole and exclusive benefit of, and shall be binding upon, the parties hereto and their successors and permitted assigns, and there are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Agreement as of the date set forth above.

M&T INSURANCE AGENCY, INC.

By: _____

Name

Title:

**SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK**

By: _____

Name

Title:

**Schedule
A Plans**

- **Medicare-** Blue Cross Blue Shield of Western New York
\$10.00- \$15.00 Per Contract Per Month- Included in the Monthly Premium
- **Medicare-** United Healthcare
\$14.00 Per Contract Per Month- Included in the Monthly Premium
- **Delta Dental-** No Commissions
- **Guardian-** Standard Commissions

6.08 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2016– 6/30/2017 (cont'd.)

Schedule B Consultant/Broker/Administrative Services

The services to be performed by the Contractor as Consultant/Broker and Administrator shall include but not be limited to the following:

1. Ongoing monitoring of Healthcare Reform
2. Negotiations of Medicare medical and prescription drug plan designs and premium proposals for active and retired employees.
3. Design and administration of HRA, FSA and Dependent Care Accounts for both Active and Retiree programs. Including Summary Plan Descriptions (SPD) for all.
4. COBRA Services, including Initial and Qualifying Event notices and premium remittance.
5. Providing a thorough analysis of clients' current benefit methodologies for active and retired employees and benchmark them against regional and national platforms.
6. Providing funding alternatives customized around the Client's Claims Experience and Fiscal Needs.
7. Purchasing insurance benefits as Broker when applicable
8. Providing updates in legislation and information from DOL website and other pertinent information specific to the Client.
9. Coordinating and assisting in conjunction with the District's renewal process.
10. Assisting in reviewing, evaluating, developing, customizing, implementing for post 65 medical and entire district's population for dental, life, FSA and HRA programs.
11. Performing due diligence on all the vendors that could fit the Client's needs.
12. Assisting participants with HIPAA compliance questions to choose the appropriate health plan to meet their family needs for Medicare eligible retirees.
13. Advising and consulting with management on all areas of employee benefits, identify problem areas or areas of concern and recommend solutions to resolve any such problems or concerns.
14. Preparing and assisting in developing a long-term cost controlling strategy for the Client.
15. Performing third party administration for the District's Flexible spending and Health Reimbursement accounts.
16. Developing strategy for implementing group benefit meetings for The School District of the City of Niagara Falls, New York.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.09 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER CLASSROOM HARDWARE SERVICES

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (District) wishes to enter into a contract with the Erie 1 BOCES for a five-year period commencing on July 1, 2016 to authorize the Western New York Regional Information Center to furnish classroom desktop devices listed on project number MPN# 406-05-17B to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed \$77,349.60. The Installment Purchase Agreement (IPA) will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately \$1,289.16 per month for a principal total not to exceed \$77,349.60; and

WHEREAS, The District has arranged with the Erie 1 Board of Cooperative Educational Services (BOCES), through its Regional Information Center, to provide such services; and

WHEREAS, BOCES is providing this as a service to a public school district at the District's request; therefore be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby agrees to enter into the attached Contract with the Erie 1 BOCES for a five-year period commencing on July 1, 2016 to authorize the Western New York Regional Information Center to furnish classroom desktop devices to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed \$77,349.60 which Contract will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately \$1,289.16 per month for a total not to exceed \$77,349.60; further be it

RESOLVED, That the IPA will be financed through BOCES which will require the District to be obligated for the entire contractual amount immediately, regardless of the length of financing to be financed through the Erie 1 BOCES for a term of five years which financing is hereby approved; and further be it

RESOLVED, That the terms and conditions of the Contract are subject to any requirements of the Superintendent and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Bureau of School District Organization

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

Date: _____

SCHOOL YEARS:

2016-2021

BEDS Code:

124869

6.09 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER CLASSROOM HARDWARE SERVICES (cont'd.)

The Board of Education of the **Niagara Falls City School District** desires to enter into a five (5) year contract with the Erie 1 BOCES in order for the Western New York Regional Information Center to furnish certain computer services listed on project number **MPN# 406-05-17B** to the District pursuant to Education Law 1950 (4) (JJ) and both parties are in agreement on the following:

1. Computer services to be rendered through Erie 1 BOCES will require the purchase of hardware by Erie 1 BOCES.
2. Erie 1 BOCES will finance this service agreement through an installment purchase agreement (IPA) to fund the purchase of equipment and software necessary to deliver the computer services. The IPA will require Erie 1 BOCES to adhere to a sixty (60) month payment schedule of approximately **\$1,289.16** per month for a total not to exceed **\$77,349.60**.
3. The **Niagara Falls City School District** hereby agrees to pay a total IPA cost not to exceed **\$77,349.60** to the Erie 1 BOCES. The district further acknowledges its responsibility to make each and every one of the sixty (60) payments of **\$1,289.16** under the terms of the IPA to Erie 1 BOCES to cover principal and interest.
4. The **Niagara Falls City School District** shall have all rights and remedies in law and equity for damages and/or enforcement of the IPA resulting from the failure of the Vendor to comply with the terms and conditions of the IPA and/or failure of the product to perform as represented by the Vendor and/or enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**. Notwithstanding the existence or exercise of such rights by the **Niagara Falls City School District**, it shall remain obligated to pay the total IPA cost not to exceed **\$77,349.60** to Erie 1 BOCES.
5. Erie 1 BOCES shall include the following statement in all purchase orders issued by it for items purchased pursuant to this IPA:

“The **Niagara Falls City School District** shall have, to the same extent as such rights are possessed by Erie 1 BOCES, all rights and remedies against the vendor for failure of the product to perform as represented by the Vendor and/or for the enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**.”
6. In the event that **Niagara Falls City School District** desires to prepay the outstanding balance prior to the completion of the term of this agreement, any applicable penalties and/or interest charges accruing to Erie 1 BOCES under the terms of the IPA will also be a liability to the School District.
7. In the event that the School District terminates the service, or returns the equipment prior to the completion of the term of the agreement, all unpaid balances, including but not limited to applicable principal, interest and penalties shall be paid to Erie 1 BOCES. Interest and unpaid principal will be paid within 30 days of written notification to the district by Erie 1 BOCES.
8. The hardware and software acquired under terms of the IPA are the property of Erie 1 BOCES. Upon final payment of the IPA, the District shall, at no additional cost, have continued use of the equipment for as long as the District subscribes to the service, through the Western New York Regional Information Center. At the conclusion of the service, or if the equipment is being replaced, but no sooner than five years from the date of original purchase by Erie 1 BOCES through the IPA, the district may purchase the equipment from Erie 1 BOCES at fair market value in accordance with board policy

6.09 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH COMPUTER CLASSROOM HARDWARE SERVICES (cont'd.)

9. It is further agreed that the district will pay all Erie 1 BOCES invoices in full and within 30 days of the invoice date. Appropriate credits and/or charges for any given billing period will be applied to the subsequent month's invoice.

In witness whereof, the parties have set their hands the day and year written.

For: Erie 1 BOCES

Signature of President or BOCES Clerk

Date

For: **Niagara Falls City School District**

Signature of President or District Clerk

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.10 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH OFFICE STAFF COMPUTER HARDWARE SERVICES

Mr. Cancemi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (District) wishes to enter into a contract with the Erie 1 BOCES for a five-year period commencing on July 1, 2016 to authorize the Western New York Regional Information Center to furnish office staff desktop devices listed on project number MPN# 406-06-17C to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed \$77,349.60. The Installment Purchase Agreement (IPA) will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately \$1,289.16 per month for a principal total not to exceed \$77,349.60; and

WHEREAS, The District has arranged with the Erie 1 Board of Cooperative Educational Services (BOCES), through its Regional Information Center, to provide such services; and

6.10 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH OFFICE STAFF COMPUTER HARDWARE SERVICES (cont'd.)

WHEREAS, BOCES is providing this as a service to a public school district at the District's request; therefore be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby agrees to enter into the attached Contract with the Erie 1 BOCES for a five-year period commencing on July 1, 2016 to authorize the Western New York Regional Information Center to furnish office staff desktop devices to the District pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed \$77,349.60 which Contract will require the District and Erie 1 BOCES to adhere to a 60-month payment schedule of approximately \$1,289.16 per month for a total not to exceed \$77,349.60; further be it

RESOLVED, That the IPA will be financed through BOCES which will require the District to be obligated for the entire contractual amount immediately, regardless of the length of financing to be financed through the Erie 1 BOCES for a term of five years which financing is hereby approved; and further be it

RESOLVED, That the terms and conditions of the Contract are subject to any requirements of the Superintendent and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Bureau of School District Organization

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

Date: _____ SCHOOL YEARS: 2016-2021
BEDS Code: 124869

The Board of Education of the **Niagara Falls City School District** desires to enter into a five (5) year contract with the Erie 1 BOCES in order for the Western New York Regional Information Center to furnish certain computer services listed on project number **MPN# 406-06-17C** to the District pursuant to Education Law 1950 (4) (JJ) and both parties are in agreement on the following:

1. Computer services to be rendered through Erie 1 BOCES will require the purchase of hardware by Erie 1 BOCES.
2. Erie 1 BOCES will finance this service agreement through an installment purchase agreement (IPA) to fund the purchase of equipment and software necessary to deliver the computer services. The IPA will require Erie 1 BOCES to adhere to a sixty (60) month payment schedule of approximately **\$1,289.16** per month for a total not to exceed **\$77,349.60**.

6.10 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH OFFICE STAFF COMPUTER HARDWARE SERVICES (cont'd.)

3. The **Niagara Falls City School District** hereby agrees to pay a total IPA cost not to exceed **\$77,349.60** to the Erie 1 BOCES. The district further acknowledges its responsibility to make each and every one of the sixty (60) payments of **\$1,289.16** under the terms of the IPA to Erie 1 BOCES to cover principal and interest.

4. The **Niagara Falls City School District** shall have all rights and remedies in law and equity for damages and/or enforcement of the IPA resulting from the failure of the Vendor to comply with the terms and conditions of the IPA and/or failure of the product to perform as represented by the Vendor and/or enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**. Notwithstanding the existence or exercise of such rights by the **Niagara Falls City School District**, it shall remain obligated to pay the total IPA cost not to exceed **\$77,349.60** to Erie 1 BOCES.

5. Erie 1 BOCES shall include the following statement in all purchase orders issued by it for items purchased pursuant to this IPA:

“The **Niagara Falls City School District** shall have, to the same extent as such rights are possessed by Erie 1 BOCES, all rights and remedies against the vendor for failure of the product to perform as represented by the Vendor and/or for the enforcement of any Warranty, and that such rights and/or remedies to be exercised in conjunction with Erie 1 BOCES or independently by the **Niagara Falls City School District**.”

6. In the event that **Niagara Falls City School District** desires to prepay the outstanding balance prior to the completion of the term of this agreement, any applicable penalties and/or interest charges accruing to Erie 1 BOCES under the terms of the IPA will also be a liability to the School District.

7. In the event that the School District terminates the service, or returns the equipment prior to the completion of the term of the agreement, all unpaid balances, including but not limited to applicable principal, interest and penalties shall be paid to Erie 1 BOCES. Interest and unpaid principal will be paid within 30 days of written notification to the district by Erie 1 BOCES.

8. The hardware and software acquired under terms of the IPA are the property of Erie 1 BOCES. Upon final payment of the IPA, the District shall, at no additional cost, have continued use of the equipment for as long as the District subscribes to the service, through the Western New York Regional Information Center. At the conclusion of the service, or if the equipment is being replaced, but no sooner than five years from the date of original purchase by Erie 1 BOCES through the IPA, the district may purchase the equipment from Erie 1 BOCES at fair market value in accordance with board policy

9. It is further agreed that the district will pay all Erie 1 BOCES invoices in full and within 30 days of the invoice date. Appropriate credits and/or charges for any given billing period will be applied to the subsequent month's invoice.

In witness whereof, the parties have set their hands the day and year written.

For: Erie 1 BOCES

Signature of President or BOCES Clerk

Date

For: **Niagara Falls City School District**

Signature of President or District Clerk

Date

**6.10 APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH
OFFICE STAFF COMPUTER HARDWARE SERVICES (cont'd.)**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.11 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$517,008; TO BIND CYBER SECURITY INSURANCE WITH THE INDIAN HARBOR INSURANCE COMPANY THROUGH XL CATLIN CYBER AND TECHNOLOGY INSURANCE FOR THE DOLLAR AMOUNT OF \$13,135.33; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUAKTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$3,854; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$99,566 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the City School District of the City of Niagara Falls purchases property and equipment, general liability, automobile, umbrella, inland marine, crime, cyber security, student accident, excess workers' compensation and builder's risk (for capital construction) insurance to protect the school system from many perils and legal liabilities.; and

WHEREAS, the Board of Education acknowledges it has insurance requirements that require specific endorsements and that without those endorsements the District would be exposed to significant out-of-pocket costs; and

WHEREAS, NYSIR provides the required endorsements and proof of coverage has been demonstrated; and

WHEREAS, it is advantageous to bind crime insurance with the Travelers Casualty and Surety Company of America; and

6.11 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$517,008; TO BIND CYBER SECURITY INSURANCE WITH THE INDIAN HARBOR INSURANCE COMPANY THROUGH XL CATLIN CYBER AND TECHNOLOGY INSURANCE FOR THE DOLLAR AMOUNT OF \$13,135.33; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$3,854; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FNRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$99,566 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

WHEREAS, it is advantageous to bind cyber security insurance with Indian Harbor Insurance Company and to bind excess workers' compensation insurance through State National Insurance Company; and

WHEREAS, Pupil Benefits is the low cost proposal for student accident insurance (athletes only) and has provided outstanding service as the incumbent insurance provider; therefore be it

RESOLVED, The Board of Education approves binding property and equipment, general liability, automobile, umbrella, inland marine and crime insurance with NYSIR, as proposed for the dollar amount of \$517,008; to bind crime insurance through Travelers Casualty and Surety Company of America, as proposed for the dollar amount of \$3,854; to bind cyber security insurance with the Indian Harbor Insurance Company through XL Catlin Cyber and Technology Insurance as broker, as proposed for the dollar amount of \$13,135.33; binding excess workers compensation insurance with the State National Insurance Company through FNRM as broker, as proposed for the dollar amount \$99,566 and binding student accident insurance with Pupil Benefits, as proposed for the dollar amount of \$13,500, for the period July 1, 2016 to June 30, 2017.

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.12 APPROVAL OF AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND UNITEDHEALTHCARE FOR 7/1/2016–6/30/2017

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District provides health care benefits to its medicare eligible retirees pursuant to negotiated provisions in various Collective Bargaining Agreements; and

WHEREAS, The District and retirees have agreed that health care benefits to medicare eligible retirees will be provided through a UnitedHealthcare Plan designed for the District; and

WHEREAS, The Interim Superintendent recommends approval of an Agreement with UnitedHealthcare for the period July 1, 2016 through June 30, 2017 for the provision of these benefits; now be it

RESOLVED, That the Board of Education hereby approves the Agreement between the City School District of the City of Niagara Falls and UnitedHealthcare a copy of which is attached ([Boarddocs, see “Meetings”, 2016, 6/23/16, 6, 6.12](#)) and made a part hereof; and further

RESOLVED, That the Agreement is subject to further modifications as may be required by the Interim Superintendent and the School District Attorney; and further

RESOLVED The President be and is hereby authorized to execute the attached contract and any and all documents necessary to implement this Resolution and the Agreement including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached Agreement and all documents necessary to implement this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

WHEREAS, Education Law 3012-d further established and revised requirements for a comprehensive performance evaluation system for classroom teachers and building principals; and

WHEREAS, The District is committed to implementing the evaluations system and has conducted and concluded negotiations with the Administrative and Supervisory Council of the Public Schools, Niagara Falls, New York (ASC) and the Niagara Falls Teacher's Union (NFT) regarding those portions of the plan for which negotiated agreement is required by law; and

WHEREAS, The District is required to submit the plans to the New York State Education Department for Approval; and

WHEREAS, The Administration requests that the Board of Education review and approve the negotiated plans, so that Administrators may submit them to the New York State Education Department for approval; and

WHEREAS, the Administration requests that the Board of Education Direct the Interim Superintendent to post the Plan on the District's web page, and implement the Plan throughout the District, upon receipt of approval by the New York State Education Department.; therefore be it

RESOLVED, That the Annual Professional Performance Review (APPR) Plan for Building Principals and Classroom Teachers is approved; and be it further

RESOLVED, That the Interim Superintendent is directed to submit the plans to the New York State Education department for approval, and be it further

RESOLVED That the Interim Superintendent is directed to post the Plan on the District's web page, and implement the Plan throughout the District, upon receipt of approval by the New York State Education Department; and be it further

RESOLVED That the President of the Board of Education and the Interim Superintendent be authorized to execute such certifications as are necessary for submission to the New York State Education Department; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Niagara Falls City School District
Annual Professional Performance Review
Memorandum of Agreement
June 6, 2016

The District and NFT agree that the Annual Professional Performance Review Plan approved for the 2013-2014 school year and currently in place for the 2015-2016 school year shall be modified and amended as follows:

1. The District and NFT agree to replace the existing evaluation procedure as required by New York State Education Law 3012-d and implementing regulations.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

2. The District and NFT agree to the following with respect to the Teacher Observation category in accordance with 3012-d of the New York State Education Law:

Teacher Observation

The District and NFT have agreed to utilize the Charlotte Danielson's 2011 revised framework for teaching scoring rubric

Tenured Teachers:

Observations of tenured teachers shall consist of a minimum of two (2) formal and a maximum of three (3) formal observations.

There shall be one formal announced observation performed by the school principal and one formal unannounced observation performed by an independent evaluator.

The District and NFT agree that formal observations will not be scheduled prior to the first regular Board of Education meeting in the month of September. The parties further agree that barring extraordinary circumstances, formal observations will be completed by June 15 every year.

Observations will be conducted as follows:

One announced observation

Performed by the School Administrator
 Minimum five (5) school days notice prior to the observation
 Includes pre-observation and post-observation conferences
 Observe and measure each of the four Domains of the Danielson Rubric
 Domain 1 and Domain 4 shall each comprise 20% of the complete score
 Domain 2 and Domain 4 shall each comprise 25% of the complete score

One unannounced observation

Performed by an Independent Evaluator*
 Includes informal post-observation conference
 Observe and measure domains 2 and 3 of the Danielson Rubric
 Each domain measure shall comprise 5% of the complete score

The potential third evaluation shall be announced, with five school days notice, and shall be conducted by the school administrator.

The formal observations (announced and unannounced) are defined as those lasting for an entire lesson. The duration of the observation conducted by the independent evaluator will be for an entire lesson, but will be no longer than one class period at the preparatory and high school level, and no longer than 60 minutes at the elementary level.

Informal walk-through observations (defined as those lasting less than an entire lesson), shall continue to be unannounced, may occur at any time, and will be conducted by school administrators not the independent evaluator. Any evidence gathered at informal walk throughs may be considered by the school administrator when determining the rubric observation score.

Scoring

Announced Observation						
Domain 1	4	x	2	=	8	
Domain 2	4	x	2.5	=	10	
Domain 3	4	x	2.5	=	10	
Domain 4	4	x	2	=	8	
						= 90%

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Unannounced Observation						
Domain 2	4	/	2	=	2	
Domain 3	4	/	2	=	2	
						=10%
Complete category Score						
Add second column numbers	40					
Divide number by 10	4					

Convert this number using the Danielson conversion chart below.

Non-Tenured Teachers:

Observations of non-tenured teachers shall consist of a minimum of three (3) formal and a maximum of four (4) formal observations—two (2) of which shall be announced and two (2) of which shall be unannounced.

There shall be two (2) formal announced observations performed by the school administrator and one (1) formal unannounced observation performed by an independent evaluator.

There may also be one (1) optional formal unannounced observation conducted by the school principal

The District and NFT agree that formal observations will not be scheduled prior to the first regular Board of Education meeting in the month of September. The parties further agree that barring extraordinary circumstances, formal observations will be completed by June 15 every year.

Observations will be conducted as follows:

Two announced observations

Performed by the School Administrator
 Minimum five (5) school days notice prior to the observation
 Includes pre-observation and post-observation conferences
 Observe and measure each of the four Domains of the Danielson Rubric
 Domain 1 and Domain 4 shall each comprise 20% of the complete score
 Domain 2 and Domain 4 shall each comprise 25% of the complete score

One unannounced observations

Performed by an Independent Evaluator*
 Includes informal post-observation conference
 Observe and measure domains 2 and 3 of the Danielson Rubric
 Each domain measure shall comprise 5% of the complete score

A second unannounced observation may be performed by the school administrator

The Formal observations (announced and unannounced) are defined as those lasting for an entire lesson. The duration of the observation conducted by the independent evaluator will be for an entire lesson, but will be no longer than one class period at the preparatory and high school level, and no longer than 60 minutes at the elementary level.

Informal walk-through observations (defined as those lasting less than an entire lesson, shall continue to be unannounced, may occur at any time, and will be conducted by school administrators, not the independent evaluator. Any evidence gathered at informal walk throughs may be considered by the school administrator when determining the rubric observation score.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Scoring

Announced Observation # 1

Domain 1	4	x	2	=	8
Domain 2	4	x	2.5	=	10
Domain 3	4	x	2.5	=	10
Domain 4	4	x	2	=	8

Announced Observation #2

Domain 1	4	x	2	=	8
Domain 2	4	x	2.5	=	10
Domain 3	4	x	2.5	=	10
Domain 4	4	x	2	=	8

= 90%

Unannounced Observation

Domain 2	4	/	2	=	2
Domain 3	4	/	2	=	2

=10%

Complete category Score

Add second column numbers	40
Divide number by 10	4

Convert this number using the Danielson conversion chart below.

Conversion chart

HEDI Classification	Minimum	Maximum
Highly Effective	3.50	4.00
Effective	2.50	3.49
Developing	1.50	2.49
Ineffective	0	1.49

Overall rating matrix

		Teacher Observation			
Student Performance		Highly Effective	Effective	Developing	Ineffective
	Highly Effective	HE	HE	E	D
	Effective	HE	E	E	D
	Developing	E	E	D	I
	Ineffective	D	D	I	I

*Pursuant to recent regulations of the Board of Regents, the District will apply for a hardship waiver with respect to the hiring of independent evaluators in the 2016-2017 school year. If granted, the school principal will conduct the unannounced observation that the District and NFT agreed would be performed by the independent evaluator for all teachers who do not receive an ineffective rating. The scoring for the unannounced evaluation will remain as agreed to by the District and NFT.

3. The District and NFT agree to the following with respect to the Student Performance category in accordance with 3012-d of the New York State Education Law:

All Elementary School Teachers and Preparatory School Teachers:

The Niagara Falls City School District's transitional student performance measure will use the Northwest Educational Association's Measure of Academic Progress (NWEA MAP) in English Language Arts and Math combined with the exception of Grade 8 Science teachers who will use the NYS grade 8 Science assessment and grade 8 math teachers who have 50% of their students taking the CC Regents exam in Algebra. The calculation will be the same as for the high school with a simple percentage achieving a score of 65 or above with the allowable safety nets used.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

NWEA Map is on the State approved list and measures two content areas. The division wide score provided will be based on the quadrant charts. The resulting percentage of students meeting the target in the quadrant charts for teachers in the elementary schools will be combined to generate a score. Students who fall in the following quadrants will have met the target:

- **High Achieving** – High Growth
- **High Achieving** – Low Growth
- **Low Achieving** – High Growth
- **Students who fall on a quadrant line** will be rounded up to the higher quadrant and will have met the target.

The quadrant charts can be adjusted to allow for diverse populations. Therefore, the threshold will be adjusted from the 50% default to 30% to align with our student demographics.

HEDI scores will be district wide by level. All elementary teachers would receive the same score district wide. All preparatory teachers would receive the same score district wide. Scores will be calculated using a combined rating for math and reading. wide score will be calculated. One score will be for all elementary teachers and one score will be for preparatory teachers.

An example of a quadrant chart is attached as Appendix B

All High School Teachers Who Do Not have 50% of students taking a specific Regents exam.

All high School teachers who do not have 50% or more of their students taking a Regents Exam will have the same local measure. The District local measure shall be school wide, and is the average of the percentage of seniors, enrolled in Niagara Falls High School on BEDS Day each year, who pass, by the end of the same school year (or in any prior school year) each of the required five Regents Examinations.

The five examinations are:

- English Language Arts (Common Core)
- Algebra I (Common Core)
- Global History and Geography
- United States History and Government
- Living Environment (or other Science Regents Exam)

The SLO will be developed by the Superintendent of Schools. The basic calculation will be the percentage of seniors enrolled on BEDS Day passing with a 65 or above by the end of the year. Since the number of students will be the same for all exams, the calculation used will consist of adding the five percentages together and dividing by five for the average. Traditional rounding will apply.

All High School Teachers who have 50% of their students taking a Regents exam

All High School Teachers who have 50% of their students taking a Regents exam at the end of the course they are teaching will use that Regents exam as their underlying measure. Teachers using the same Regents exam as their underlying measure will also share the same SLO. The District wide SLO noted above will be utilized as a backup measure for these teachers.

The following exceptions to the 65% benchmark will apply to all High School Teachers:

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Exceptions:

Students who are English Language Learners (ELL) and entered a United States school for the first time in grades 9,10,11 or 12 will be counted as achieving the goal for English with a 55 or above on the English Common Core Regents.

Students who meet District criteria and are granted Regents credit for a score of 60-64 will be counted as achieving the goal on no more than 2 out of the 5 Regents exams.

Special Education students who have attempted a specific Regents exam two times and have achieved a score of 55 or above will be counted as achieving the goal for those exams.

A student who entered a New York State High School for the first time will meet the goal for any Regents exam which the Commissioner's Regulation allow to be waived.

Any student who meets his or her graduation requirements using an alternative pathway such as "4 plus 1" will be counted as meeting the goal.

Any student who meets graduation requirements under any Regent's emergency actions or new regulations will be counted as meeting the goal.

The NYS required HEDI scale will be used. Two sample SLO Metrics and a copy of the NYS HEDI Scale are attached as Appendix C

4. Appeals

The District and NFT agree that the Appeals procedure shall be modified to reflect ratings which may be challenged under 3012-c. See attached Appendix D.

5 The District and NFT agree that itinerant teachers will be evaluated by the administrator of the school building in which the teacher instructs the greatest number of students. It is understood that administrators shall collaborate with each other regarding itinerant teacher performance in multiple schools.

6. The District and NFT agree with respect to Pre-Kindergarten classroom Teachers, Instructional Coaches, School Counselors, Deans, Library Media Specialists, School Psychologists, Speech Teachers, Speech Therapists, Pupil Service Assistants, and Teaching Assistants collectively referred to as non-3012-d titles, the District and NFT agree as follows:

- a. Charlotte Danielson's 2011 Revised Framework for Teaching scoring rubrics shall be utilized for evaluations of Pre-k teachers.
- b. The parties will utilize the Charlotte Danielson Frameworks for Specialist Positions to complete evaluations of Instructional Coaches, School Counselors, Deans, Library Media Specialists, School Psychologists, Speech Teachers, and Speech Therapists as follows:

Rubric for Related Service Providers – Speech Therapists and
Speech Teachers

Rubric for Instructional Specialists – Instructional Coaches, TSAs (except Deans)

Pupil Personnel Professionals – Counselors, Deans, Librarians, school
Psychologists, Athletic Director, Media
Production, Grant Coordinator

- c. Pupil Service Assistants, Teaching Assistants and ISR Monitors will continue to receive evaluations under the current evaluation system.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

- d. The negotiated Scoring Methodology and Rubric Score to Sub-Component Conversion Chart procedure approved by NYSED for use in the District shall be utilized and shall be equal to 100% of the evaluation:
 - e. The existing negotiated appeals procedure attached hereto as Appendix D shall be utilized for Pre-Kindergarten classroom teachers, Instructional Coaches, School Counselors, Deans, Library Media Specialists, School Psychologists, Speech Teachers, and Speech Therapists.
 - f. Observations of teachers, observations of Pre-Kindergarten classroom teachers, , Instructional Coaches, School Counselors, Deans, Library Media Specialists, School Psychologists, Speech Teachers, and Speech Therapists shall be conducted in accordance with the negotiated observation procedure approved by NYSED for tenured and non-tenured employees.
7. The District and NFT agree that all provisions of the current APPR agreement not specifically amended or modified by this Memorandum of Agreement shall remain in full force and effect as if fully set forth herein. The parties agree to negotiate additional changes that may be required by the NYSED Reviewers upon their review of the plan once it is submitted to the portal. The parties further agree to review the plan for refinement/re-negotiation after the 2016-2017 school year and in the event the law and regulations necessitate.
8. The parties agree that this Agreement shall become final and binding upon all parties following ratification the General Membership of the Niagara Falls Teachers and approval of the Niagara Falls City School District Board of Education.

Mark Laurrie
Interim-Superintendent of Schools

Date

Marcus Latham
President, Niagara Falls Teachers

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried – see pages 62 – 67 for Appendix A, B, C, D

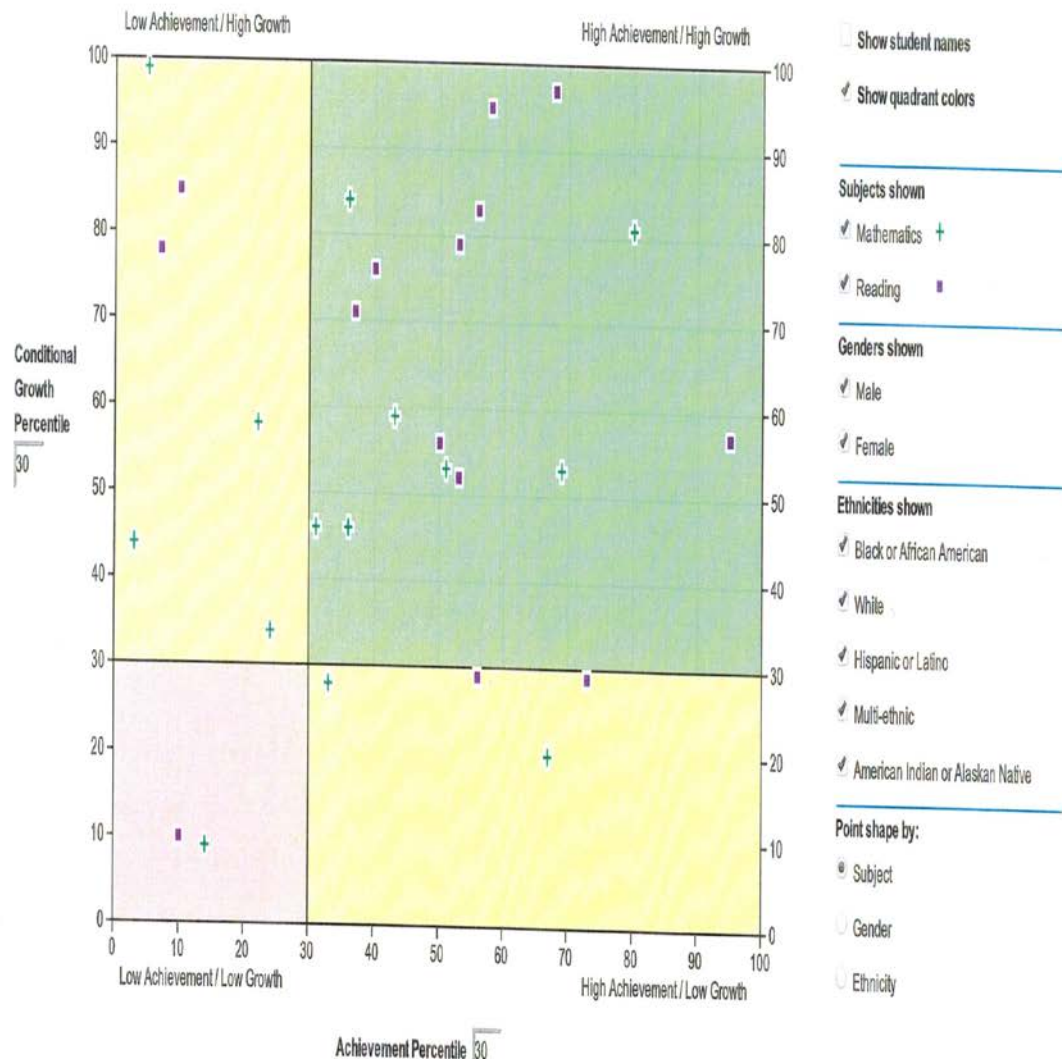
APPENDIX A
DANIELSON CONVERSION CHART

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6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

APPENDIX B SAMPLE QUADRANT CHART

ACHIEVEMENT STATUS AND GROWTH SUMMARY WITH QUADRANT CHART



APPENDIX C

Two Sample SLO Metrics Using CC English Regents and Algebra2/Trigonometry Regents June 2015 Results

CC English Regents

June 2015: 100% pass rate

(All 106 students were accelerated)

Level 3= score of 65-78 (3 students, 3%)

Level 4= score of 79-84 (11 students, 10%)

Level 5= score of 85-100 (92 students, 87%)

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Sample metric using current limited data

- Students who achieved a grade of 90 or above in prior year's ELA course will achieve a Level 5 on the CC English Regents
- Students who achieved a grade of 80- 89 in prior year's ELA course will achieve a Level 4 or above on the CC English Regents
- Students who achieved a 65-79 in prior year's ELA course will achieve a Level 3 or above on the CC English Regents (This would also include those students granted Regents credit for a score of 60-64)
- Any student population with safety net eligibility will have met the target if the safety net resulted in meeting graduation requirements.

Regents Algebra2/Trigonometry

June 2015 Results

(180 students were tested)

Level 1= Score of 0-54 (62 students, 34%)

Level 2= Score of 55-64 (35 students, 19%)

Level 3= Score of 65-84 (65 students, 36%)

Level 4= Score of 85-100 (18 students, 10%)

Sample Metric Using Current Data

- Students who achieved an average score of 65-70 on prior years' Math Regents exams will achieve a score of 60 or above
- Students who achieved an average score of 71-84 on prior years' Math Regents exams will achieve a score of 65 or above
- Students who achieved an average score of 85-100 on prior years' Math Regents exams will achieve a score of 78 or above

NYS REQUIRED HEDI SCALE

Effectiveness Rating	Points Awarded	Percentage Meeting Growth Targets
Highly Effective	20	97-100%
	19	93-96%
	18	90-92%
Effective	17	85-89%
	16	80-84%
	15	75-79%
Developing	14	67-74%
	13	60-66%
Ineffective	12	55-59%
	11	49-54%
	10	44-48%
	9	39-43%
	8	34-38%
	7	29-33%
	6	25-28%
	5	21-24%
	4	17-20%
	3	13-16%
	2	9-12%
	1	5-8%
	0	0-4%

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

APPENDIX D APPEALS

In order to implement the requirements of N.Y. Education Law section 3012-c and notwithstanding any other current bargaining obligation or agreement, the District and the NFT hereby agree as follows:

The following appeals procedure shall apply and shall be the exclusive means for initiating, reviewing and resolving appeals related to an annual professional performance review (APPR) in the following instances;

The teacher is appealing the substance of the APPR

The teacher is rated ineffective on the student performance category but rated

Highly Effective on the observation category based upon an anomaly

The District's adherence to the methodologies of the APPR

The District's adherence to the regulations and compliance with locally negotiated procedures.

A challenge or determination under this section shall be exempt from the grievance and arbitration provisions in the collective bargaining agreement between the parties, and an Annual Professional Performance review may not be challenged in any other forum.

1. Post Evaluation meeting with Evaluator

When the evaluation is completed, the teacher will be notified by email that it is available in the office. Upon retrieving the evaluation, the teacher will sign a receipt. If the teacher does not retrieve the evaluation within one week, the ten (10) day time period referenced below will begin running automatically. Consideration will be given to teachers who are absent or on leave when notifications are sent.

Any teacher who appeals pursuant to the above notes criteria, may, within ten (10) calendar days* of the issuance of the Annual Professional Performance Review, request a meeting with the principal to review all findings relating to the evaluation, including but not limited to any potential procedural or substantive disputes regarding the evaluation. The meeting, shall be held within ten (10) calendar days of the receipt of the request at a mutually agreed upon date and time.

The teacher may have a NFT representative present if he/she chooses.

At the meeting, the teacher shall have the option of submitting written information to the principal, explaining the basis for the disagreement with the evaluation and providing any relevant supporting documentation concerning the teacher's position.

The principal shall within ten (10) calendar days of the meeting have the option to take any of the following action: respond to the teacher in writing, modify the Annual Professional Performance Review, or return the Annual Professional Performance review.

3. Appeal to the Superintendent of Schools

Any teacher who seeks to challenge the final determination of the principal, may submit a written appeal to the Superintendent of Schools.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Burden of Proof

A teacher choosing to appeal, bears the burden of demonstrating the relief requested and the burden of establishing the facts upon which such relief is sought. Only one appeal in relation to any particular Annual Professional Performance Review may be submitted.

Written Appeals to the Superintendent of Schools

All appeals shall be in writing and be filed with the Superintendent of Schools. Any grounds not raised in writing shall be deemed waived.

Time for Teacher Filing

Any appeal filed by a teacher must be submitted in writing to the Superintendent of Schools no later than ten (10) calendar days from the date the teacher receives the final evaluation from the principal.

In the event the teacher chooses to request a post evaluation meeting, the appeal to the Superintendent must be submitted no later than ten (10) calendar days from the principal's action.

Any failure by the teacher to file an appeal within this timeframe shall be considered a waiver and abandonment of the right to appeal.

Content of Appeal

The teacher filing the appeal has the responsibility to submit a detailed written description of the specific areas of the evaluation in dispute together with a copy of the evaluation presented to the teacher and any additional documents or materials the teacher believes relevant to the determination of the appeal. The teacher may present any mitigating circumstances that he/she believes are relevant to the appeal, (including but not limited to Class Size, Students and Classes Assigned, Student Attendance, Teacher Leave Time/Personal Life, New Initiatives/Requirements, Administrative support/Relationship and Physical Environment) which shall be considered by the District along with all other information submitted during the appeal

The teacher shall have the right to NFT representation to assist with the drafting and filing of the appeal.

All documents submitted at the time of the filing of the appeal shall be considered the record of the appeal for consideration. Any information, documents and/or materials not submitted at the time of the filing of the appeal shall not be considered in making a final determination.

Evaluator Response

Within ten (10) calendar days from the receipt of an appeal, the Evaluator who issued the Annual Professional Performance review shall file a written response to the appeal with the Superintendent of Schools.

The response shall include any and all information documentation and material that is to be considered in support of the Annual Professional Performance Review and in response to the teacher's appeal.

All documents submitted at the time of the filing the response to the appeal shall be considered as part of the record of the appeal for consideration. Any information, documents and/or materials not submitted at the time of the filing of the response to the appeal shall not be considered in making a final determination.

The teacher shall be provided with a copy of the response filed by the evaluator together with all information documentation and material that is submitted in support of the APPR.

6.13 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

Meeting On Appeal

Within ten (10) calendar days of the receipt of the Evaluator response, the Superintendent shall meet with the teacher and his/her Union Representative.

Determination of Appeal

The Superintendent of Schools shall render a written decision on the merits of the appeal based solely upon the record submitted.

The written decision shall be rendered no later than fifteen (15) calendar days from the date upon which the meeting with the teacher and his/her Union Representative is held.

The written decision shall include the reasons and factual basis for each determination on each of the specific issues raised in the appeal.

The Superintendent may choose to do any one or a combination of the following:

- Sustain the appeal
- Sustain the appeal and set aside a rating
- Sustain the appeal and modify a rating
- Direct a new evaluation be conducted by the same or different evaluator
- Deny the appeal in total

When appropriate, the Superintendent shall advise the teacher that he/she may be subject to the commencement of an expedited 3020-a proceeding as allowed by the regulations. The District and NFT agree that all evidence and information procured as part of the record shall become part of the expedited 3020-a proceeding

4. Nothing in the APPR plan shall in any way restrict or affect the District's non-reviewable authority to terminate the appointment of or deny tenure to a probationary teacher, and any such termination or denial shall not in any way be subject to challenge through the grievance or arbitration provisions of the collective bargaining agreement between the parties or in any other forum.

5. Nothing raised by the teacher at any point in this Appeals procedure shall be construed to limit any evidence or arguments that the teacher may raise in a formal statutory disciplinary or legal proceeding for actions not specifically related to appealing an evaluation per this procedure.

6.14 APPROVAL OF RECEIPT OF GIFT FROM TRINITY UNITED METHODIST WOMEN

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys seconded the motion.

6.14 APPROVAL OF RECEIPT OF GIFT FROM TRINITY UNITED METHODIST WOMEN (cont'd.)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The United Methodist Women of Trinity United Methodist Church has donated \$400.00 to the Niagara Falls City School District's Focus on Families Program; and

WHEREAS, This donation will be used to purchase food and clothing to those families in need; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$400.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Jan Garrison, Lynn Astridge, and Pat Shaw
Trinity United Methodist Women
2100 Whitehaven Road
P.O. Box 038
Grand Island, NY 14072

The motion was approved unanimously by those present.

6.15 ACCEPTANCE OF FUNDS FOR THE 2016-2017 CN EQUIPMENT ASSISTANCE GRANT

Bishop Dobbs moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, The New York State Education Department (NYSED) issued a food service equipment assistance grant application for schools to supplement current budgets with additional funds for the exclusive purpose of purchasing large pieces of food service equipment that tend to be expensive; and

WHEREAS, NYSED pre-determined the eligible schools within our District, which were 79th Street, Kalfas, G.J. Mann, Niagara Street, and Gaskill Preparatory School; and

WHEREAS, District staff has prepared and submitted an application for the CN Equipment Assistance Grant and official notification of approval of the application and award in the amount of \$55,695 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2016-2017 CN Equipment Assistance Grant; and

RESOLVED, That the grant award of \$55,695 be credited to Revenue Account F4289.180.16 CN Equipment Assistance Grant; and

RESOLVED, That the money be expended in the following function/object codes:

6.15 ACCEPTANCE OF FUNDS FOR THE 2016-2017 CN EQUIPMENT ASSISTANCE GRANT (cont'd.)

<u>Appropriation</u>	<u>Description</u>
F2103.200.049.1816	Equipment: Gaskill
F2103.200.059.1816	Equipment: Kalfas
F2103.200.061.1816	Equipment: Niag Street
F2103.200.065.1816	Equipment: 79 th Street
F2103.200.067.1816	Equipment: GJ Mann
TOTAL	

Revenue Code: F4289.180.16

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: CN Equipment Assistance Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$55,695
5. Major Objective:
To provide supplement current budgets with additional funds for the exclusive purpose of purchasing large pieces of food service equipment that tend to be expensive.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.16 APPROVAL OF USE OF PESTICIDE ON THE GROUNDS OF NIAGARA FALLS HIGH SCHOOL FOR THE CONTROL OF TICKS

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, the District considers the health and safety of students and staff of the utmost importance; and

WHEREAS, NYS Chapter 85 of the Laws of 2010 require the Board of Education to approve the application of pesticides on school grounds; and

WHEREAS, under NYS Education Law, Section 409-H, requires the District to provide 48-hour prior notification to all persons on the District's prior notification list as well as to post signage around the affected grounds warning of the use of pesticide; therefore be it

6.16 APPROVAL OF USE OF PESTICIDE ON THE GROUNDS OF NIAGARA FALLS HIGH SCHOOL FOR THE CONTROL OF TICKS (cont'd.)

RESOLVED that the Board of Education hereby authorizes the use of pesticide for the control of ticks on school grounds at Niagara Falls High School; and

RESOLVED that the Board directs the Administrator for School Business Services provide at least 48-hour prior notification to all required and appropriate parties; and further

RESOLVED the Director of Facilities prepare the appropriate notifications and signage and he is hereby directed to post such signage around the affected grounds warning of the use of pesticide.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.17 APPROVAL AND RATIFICATION OF SETTLEMENT AGREEMENT BETWEEN ROBERT A. ANDERSON, ET AL., RETIREES FORMERLY IN CSEA BARGAINING UNIT (CSEA RETIREES) AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, in July 2011, the District implemented a new Health Care Plan with Retirees, including Retirees formerly in the CSEA Bargaining Unit (CSEA Retirees) entitled to health benefits during their retirement both prior and subsequent to becoming Medicare eligible; and

WHEREAS, the implementation of the new plan which provided like benefits to the CSEA Retirees to those had by them, at a substantial savings to the District thereby avoiding staff cuts and elimination of student programs, resulted in litigation between the District and Robert A. Anderson, et al, CSEA Retirees; and

WHEREAS, upon the conclusion of the case in the courts the parties commenced on-going dialogue for more than a year in an effort to resolve the issues remaining between them, without the necessity of further litigation, including negotiating and implementing a new health benefit plan acceptable to all interested parties; and

WHEREAS, a settlement was concluded between the Parties, which was embodied in a Stipulation of Settlement (Settlement Agreement) preliminarily approved by the Supreme Court, Niagara County on June 17, 2016; and

6.17 APPROVAL AND RATIFICATION OF SETTLEMENT AGREEMENT BETWEEN ROBERT A. ANDERSON, ET AL., RETIREES FORMERLY IN CSEA BARGAINING UNIT (CSEA RETIREES) AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

WHEREAS, the Settlement Agreement, which provides for health care benefits to be provided by the UnitedHealthcare according to a Plan to be implemented on or before July 1, 2016; and

WHEREAS, it is necessary that the Board take action at this time and formally ratify and approve the Settlement Agreement so as to meet the implementation date; and

WHEREAS, the Board is of the opinion that the Settlement is fair and reasonable for all parties, affording retirees excellent benefits while allowing for stability in staffing and programming, and as such its ratification and approval is in the best interest of the District; now therefore be it

RESOLVED, That the Board does hereby approve and ratify the Settlement Agreement between Robert A. Anderson, et al. CSEA Retirees and the City School District of the City of Niagara Falls, a copy of which is attached ([Boarddocs, see "Meetings", 2016, 6/23/16, 6, 6.17](#)) and made a part hereof and provide them the UnitedHealthcare Plan detailed in the Settlement Agreement; and be it further

RESOLVED, That the Interim Superintendent and his staff do each and every act necessary to implement the Settlement Agreement and Supplemental Settlement Agreement, to be effective July 1, 2016.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 RESOLUTION ADOPTING AMENDED POLICY 5661 DISTRICT WELLNESS POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT

Mr. Barstys moved that the thirty (30) day tabling requirement be waived.
Bishop Dobbs seconded the motion.

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 RESOLUTION ADOPTING AMENDED POLICY 5661 DISTRICT WELLNESS POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried – Thirty (30) tabling requirement waived.

Mr. Cancemi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is in the process of reviewing and updating the City School District of the City of Niagara Falls District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with current practices and to be in compliance with statutory requirements.

WHEREAS, To date, the following policy has been revised in accordance with the law and local Board preference:

[5661 District Wellness Policy](#)

(Boarddocs, see “Meetings”, 2016, 6/23/16, 7, 7.01)

WHEREAS, The Board has reviewed and endorsed the recommended policy; and therefore, be it

RESOLVED, That in accordance with previous practice, this item will be tabled for thirty (30) days to allow for sufficient review time.

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie

June 23, 2016

Thanks to the Board for supporting the resolutions put before you this evening.

The July 7th meeting timeline will be changed accordingly by Mrs. Dumas.

Mr. Laurie wished everyone a good and safe summer. Today is the last day for our ten-month employees, and because of the efforts and hard work of Ms. Massaro and her staff in completing numerous exit interviews, meetings, and the preparation of an extensive personnel report for both Certificated and Classified, staff will leave today feeling comfortable knowing where they are going to be working next year and what they have to do. Graduation is this Saturday. This was a good school year and test scores will show that for the opening of the new school year.

Mr. Laurie informed the Board of meetings that have been held with various businesses, organizations, and community groups to introduce himself as the new Superintendent and to share his goals and what he hopes to accomplish with the Board and for the District and its children. A meeting with the Chamber of Commerce is scheduled for tomorrow; more information about the meetings will be shared at the Retreat.

The photographer will be present at the July 7th meeting to take pictures of Board members.

Senator Ort's allocation of \$150,000.00 to the District will be acknowledged and recognized at a Board meeting in late August or early September.

The District was awarded the Extended School Day grant in the amount of \$350,000.00 a year for the next five years. Niagara Falls School District is the only school district or agency in Niagara County to receive it. This grant allows for a lot of afterschool study, recreation and intramural activities, and will allow the District to buy equipment; the equipment in the weight room can be updated. This grant is specifically for students. The District applied for the Prep schools, but was not awarded. The content of the grant will be discussed further in August. Dr. Michael Lewis along with Ms. Marie Battaglia wrote the grant. We are very pleased with the outcome.

Board members were reminded to submit names to Mr. Vilardo to fill the vacancy on the Audit Committee.

Ms. Darlene Sprague received great news that the first phase of SmartSchools for our District is one of 37 district's plans approved. She has a lot of work to do to order equipment; focus will be on the Prep schools one-to-one computers first. Ms. Sprague and Mr. Smeal were commended for their good work. There are two more phases to this project.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurrie

June 23, 2016

(cont'd.)

The District is forging a partnership with NCCC around the Early College Program so that students can use Pell monies early. The details are being worked out with NCCC for a ceremonial event for the signing. The Board will be notified once the event is scheduled. The District also continues to grow its partnerships with Niagara University and others.

Looking forward to the seating of one his favorite students, Earl Bass, as a Board member on July 7th. He was his student from K-4 and at Niagara Falls High School. *We are glad you are here.*

Mr. Laurrie commended Mrs. Carmelette Rotella for being an exemplary Board member, a complete supporter of District programs, teachers, and students, and for her time and dedication to this Board and District for thirteen years. He thanked her personally for her support of him and the District. *"I say to Carm, in her absence, a job well done and thank you on behalf of the students, staff and the District."*

COMMENTS BY BOARD MEMBERS

Board members wished everyone a safe and happy summer and thanked all staff for their hard work, a job well done, their dedication to the District, and for supporting students and for getting us through another good school year.

Board members thanked Mrs. Rotella for her 13 years of exemplary service to the Board, District, students, staff, and this community. They welcomed newly-elected Board member Earl Bass to the Board. *We look forward to serving with you.*

Board members congratulated Mr. Laurrie on his service as Interim Superintendent. He has been doing an excellent job for the past month.

Mr. Cancemi thanked staff for their generous giving of gowns, suits, and other items to those students who could not afford them for the prom. That's a big expense and a lot of them did not have it. He stated that he thinks this is a City with the biggest heart he's ever seen; he commented on the success of the PostProm Party.

Mr. Petrozzi stated that there is a seminar sponsored by the Chambers of Commerce on Cyber Attacks and Security. He will get the information to Mr. Laurrie.

Mr. Barstys recalled what a great resource Mrs. Rotella was for him when he first came on the Board; *she was like a mentor to me.* He shared how proud his wife Christine was of the students who attended the PostProm event where she volunteered as one of the chaperones. From all accounts it was an outstanding event. Mr. Barstys noted that Mr. Bass was also, at some point, one of his students.

COMMENTS BY BOARD MEMBERS (cont'd.)

Bishop Dobbs again commended District student James Murphy for never missing a day of school in 13 years; others echoed.

Mr. Paretto concurred with comments made by Mr. Barstys regarding the support he received from Mrs. Rotella when he first came on Board. Mr. Paretto stated that teachers do go above and beyond what they are asked and that he is proud to be a part of this District, a great organization. He thanked everyone who was involved in the PostProm festivities.

Mr. Restaino stated that he is looking forward to the Retreat and will talk to everyone next month.

Mr. Vilardo echoed the many sentiments of his fellow Board members and on the achievement by Mr. Murphy and other students. He told Mr. Bass that he will find serving on this Board fulfilling and gratifying and that there's a lot of good work done by this Board; some of it was on display tonight. Graduation rate is up around 94 percent, but we are striving for 100 percent. He announced that summer camp is coming up, which he feels is a great thing for our kids. We try to take care of our kids all year round by providing an outlet for them in education and meals will be provided.

EXECUTIVE SESSION

At 8:05 p.m., Mr. Barstys motioned to convene in Executive Session to discuss personnel matters which may lead to the demotion/discipline/ suspension/dismissal or removal of a person, persons or corporation and pending litigation between the District and a couple employees; seconded by Bishop Dobbs. All were in favor; motion carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS

Executive Session adjourned and the June 23, 2016 Regular Board Meeting was reconvened and adjourned in memory of the following who recently passed away upon the motion of Mr. Jocoy, seconded by Mr. Cancemi.

*Mrs. Rosemary Castellani, former teacher

*Mr. Gennaro T. Minervino, father of Louisa Fasciano (Secretary @ LPS) and Maryann Taibi (NFHS Special Ed. teacher)

*Mrs. Shirley Gamboian, retired substitute teacher

*Mr. Ottavio "Tave" Rosini, companion to former Board Member Karen Haseley

*Mr. Alfred H. Miller and Mr. David A. Miller, father-in-law and brother-in-law, respectively, of Suzanne Miller (Art teacher @ LPS)

*Mrs. Rosanna Caldwell, mother of John Caldwell (PSA @ Hyde Park)

**EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING
RECONVENES AND ADJOURNS (cont'd.)**

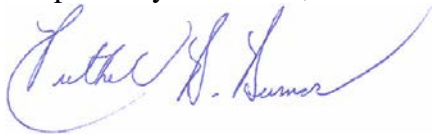
*Mr. Michael Ryan Breed, husband of Marjorie Breed (Support Clerk @ Cataract)

All were in favor; motion carried unanimously by those present.

ADJOURNMENT

The June 23, 2016, Regular Board Meeting be adjourned at approximately 9:45 p.m. in memory of the aforementioned who recently passed away.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd