

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

JULY 2017 MEETINGS - MINUTES

DATE: July 6, 2017

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 District Clerk Ruthel D. Dumas at 5:30 p.m.

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

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino (*arrived at 5:40 pm*), and Mr. Vilardo

MEMBERS ABSENT: None

ADMINISTRATION OF OATH TO ELECTED BOARD MEMBERS AND SUPERINTENDENT

District Clerk Dumas administered the Oath of Office to re-elected Board Member Vincent Cancemi.

TEMPORARY CHAIRMAN

Mrs. Dumas opened the floor for the nomination of a Temporary Chairperson. Mr. Massaro was nominated and elected unanimously to serve as Temporary Chairperson on the motion of Mr. Barstys, seconded by Mr. Jocoy.

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

Temporary Chairperson Angelo Massaro opened the floor to receive nominations for the Office of Board President. Mr. Barstys nominated Nicholas Vilardo; There were no other nominations; District Clerk Dumas cast one ballot for the nomination of Nicholas Vilardo. Bishop Dobbs moved that nominations be closed and that Nicholas Vilardo be elected as Board President for the 2017/2018 School Year, seconded by Mr. Cancemi; motion carried unanimously by those present.

ADMINISTRATION OF OATH TO ELECTED OFFICER – BOARD PRESIDENT

Mrs. Dumas administered the Oath of Office to Nicholas Vilardo, who is officially the Board President for 2017/18 School Year. Mr. Vilardo assumed the role as Board President and continued with the meeting.

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

BOARD MEMBER ARRIVES

Mr. Restaino arrived at the meeting at 5:40 p.m.

NOMINATION FOR VICE PRESIDENT OF THE BOARD OF EDUCATION

Board President Nicholas Vilardo opened the floor to receive nominations for the Office of Board Vice President. Mr. Paretto nominated Robert Restaino; Mr. Barstys seconded the nomination. There were no other nominations. Mr. Petrozzi moved that nominations be closed and that Robert Restaino be elected as Board Vice President for the 2017/2018 School Year, seconded by Mr. Cancemi; motion carried unanimously.

ADMINISTRATION OF OATH TO ELECTED OFFICER – VICE PRESIDENT

Mrs. Dumas administered the Oath of Office to Robert Restaino, who is officially the Board Vice President for the 2017/18 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

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018 at a rate of \$36.05 per hour not to exceed \$32,500.

The vote on the motion was unanimous.

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

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN (cont'd.)

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 Cheryl Meter, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2017, through June 30, 2018; 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 vote on the motion was unanimous.

4.04 PUBLIC RECORDS ACCESS OFFICER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018, with no additional compensation.

The vote on the motion was unanimous.

4.05 RECORDS MANAGEMENT OFFICER

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

4.05 RECORDS MANAGEMENT OFFICER (cont'd.)

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, 2017, through June 30, 2018, without additional compensation.

The vote on the motion was unanimous.

4.06 DISTRICT CLERK

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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 vote on the motion was unanimous.

4.07 SCHOOL DISTRICT TREASURER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017 through June 30, 2018.

The vote on the motion was unanimous.

4.08 TAX COLLECTOR

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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 vote on the motion was unanimous.

4.09 MEDICAID COMPLIANCE OFFICER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017 through June 30, 2018.

The vote on the motion was unanimous.

5. DESIGNATIONS

5.01 OFFICIAL BANK DEPOSITORIES

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018; 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 vote on the motion was unanimous.

5.02 TRANSFER AGENT FOR DEBT SERVICE

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

5.03 MUNICIPAL BOND CONSULTANT

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018, 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 vote on the motion was unanimous.

5.04 BONDING ATTORNEYS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

5.05 OFFICIAL NEWSPAPER

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the *Niagara Gazette* be designated as the Board of Education Official Newspaper for the period July 1, 2017, through June 30, 2018; and

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

The vote on the motion was unanimous.

5.06 REGULAR MONTHLY MEETINGS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 2017-2018 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 6, August 31, November 16, December 21, 2017, and April 24, May 16 and June 21, 2017 ([full schedule to be posted on District website at www.nfschools.net](http://www.nfschools.net)).

The vote on the motion was unanimous.

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 vote on the motion was unanimous.

6. AUTHORIZATIONS

6.01 PURCHASING AGENT

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy 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, 2017, through June 30, 2018, with no additional compensation provided.

The vote on the motion was unanimous.

6.02 CERTIFICATION OF PAYROLLS

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

6.02 CERTIFICATION OF PAYROLLS (cont'd.)

RESOLVED, That this Board of Education authorize the Business Administrator and the Administrator for Human Resources to certify payrolls for the period July 1, 2017, through June 30, 2018, with no additional compensation provided.

The vote on the motion was unanimous.

7. PURCHASING PROCEDURES POLICY

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy 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.

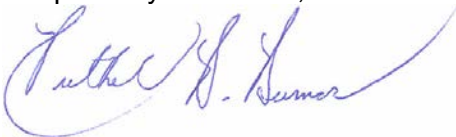
The vote on the motion was unanimous.

ADJOURNMENT

The July 6, 2017 Reorganization Meeting was adjourned at 5:50 p.m. on the motion made by Mr. Bass and seconded by Mr. Jocoy; motion carried unanimously..

The July 6, 2017 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 2017 MEETINGS - MINUTES

DATE: July 6, 2017

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 6:10 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

ORAL COMMUNICATION – PUBLIC COMMENT

Marcus Latham, President of NFT Union, 8250 Laughlin Drive, Niagara Falls, New York, commended Mr. Laurrie on his reorganization. He distributed information on behalf NYSUT for review and consideration. Mr. Latham expressed his disappointment to the recommendation to award a contract to Carousel Academy. As President of NFT, he and representatives have had a long talk about it with Mr. Laurrie and Ms. Massaro. NFT members are very disappointed and they feel the Board did not do diligence in searching for another provider and disappointed that they would go to a “for-profit” organization. He encouraged due diligence for future selections because there are a lot of not-for-profits out there. He wished everyone a good summer.

Mr. Laurrie replied that Mr. Latham is correct that they have had long conversations about these agreements. We’ve been able to determine since 2002 when we awarded a Pre-K, that 10% be given to community based organizations or for-profit or not-for-profit. It’s often difficult to find community based organizations that specialize in what our teachers specialize in. This group comes in very highly and all the teachers are certified. He recalled the victorious fight that was put up for Charter schools. This is an agreement we review every year. This agency will be evaluated, as we do the others. We are not out of compliance in any way. The organizations listed below are the ones that I’ve selected. This is not the “be all, end all.” We have had a Pre-K audit and came out with really strong, flying colors. North Tonawanda and Lancaster gave this organization very high mark. It is my position not to deviate from public schools.

ORAL COMMUNICATION – PUBLIC COMMENT (cont'd.)

Mr. Restaino asked why we contracted with a new organization. Mr. Laurie replied that we are talking about HANCI – they have gone away from kids. This group came with good recommendations. Mr. Restaino asked if we will continue to search. Mr. Laurie replied yes. We also have to use the Niagara Falls Housing Authority. That resolution will come to you next month.

ROUTINE ITEMS

MINUTES

None

BUDGET TRANSFER #12

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #12. Mr. Barstys 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 \$ 435,952.47 among the following fund, function, object, and location codes:

General Fund: \$ 399,054.70

Special Aid Fund: \$ 36,897.77

The vote on the motion was unanimous.

BID #6 – PLUMBING SUPPLIES

Mr. Cancemi moved for approval of the following resolution on Plumbing Supplies - Bid No. 6, for the 2017-2018 School Year. Mr. Paretto 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. 6– Plumbing Supplies; and

WHEREAS, Legal notice was published June 2, 2017 and bid documents were mailed to or secured by seven potential bidders; and

WHEREAS, Bid was publicly opened and read on June 28, 2017 and two properly executed bids were received; and

BID #6 – PLUMBING SUPPLIES (cont'd.)

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, 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>
6A	Plumbmaster	11	\$1,829.95
6B	Schaefer Supply	41	<u>12,562.20</u>
	Total	52	\$14,392.15

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

TREASURER'S REPORT

None.

BUDGET STATUS REPORT

None.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #I through #IX. Bishop Dobbs seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Joanne Balsano	Teaching Assistant Abate	27 years	June 29, 2017

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

II. PROBATIONARY APPOINTMENTS

Alisha Battaglia <u>R</u>	Teacher Special Education LPS	\$48,550 Step 1-30M A2250.133.050	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Teena Clark <u>R</u>	Teacher Science GPS	\$58,827 Step 10-30M A2127.130.049	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Kristen Forcucci <u>M</u>	Teacher Special Education Abate	\$45,841 Step 4-BA-30 A2250.133.056	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Lauren Lamparelli <u>M</u>	Teacher Special Education Abate	\$42,505 Step 1 BA-10 A2250.133.056	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Dennis Wilson <u>M</u>	Teacher Art NFHS	\$57,634 Step 9-30M A2160.130.045	July 1, 2017 (probationary period anticipated end date June 30, 2021)

III. RECISION OF REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Alexandria Porter <u>R</u>	Teacher Math GPS (.5) / LPS (.5) (Karl Wagner)	\$42,065 Step 2-BA A2126.130.049 (.5) A2125.130.050 (.5)	July 1, 2017 – June 30, 2018

IV. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nicole Ennett <u>R</u>	Teacher Social Studies NFHS (.5) (Andrea Fortin-Nossavage – 2 nd Semester Sabbatical Leave)	\$48,947 Step 2-30M A2128.130.045	February 1, 2018 – June 30, 2018
Michael Evans <u>R</u>	Teacher Physical Education NFHS (Brian Carey)	\$60,021 Step 11-30M A2164.130.045	July 1, 2017 – June 30, 2018
Lauren Falsetti <u>R</u>	Teacher Grade 3 Kalfas (John Briglio)	\$48,947 Step 2-30M A2100.120.059 (Revised Step & Salary)	July 1, 2017 – June 30, 2018
Thomas Filsofos <u>R</u>	Teacher Grade 5 Kalfas (Kathleen Urban)	\$51,888 Step 4-50M A2100.110.059 (Revised Step & Salary)	July 1, 2017 – June 30, 2018

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

IV. 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 CEC (Frank Coney)	\$50,196 Step 4-30M A2128.130.052 (Revised Step & Salary)	July 1, 2017 – June 30, 2018
Cassandra Lutey <u>R</u>	Teacher Math GPS (.5) LPS (.5) (Maria Murgia) (Revised Location)	\$52,237 Step 5-40M A2126.130.049 (.5) A2126.130.050 (.5)	July 1, 2017 – June 30, 2018
Meagan Millar <u>R</u>	Teaching Assistant GPS (Jennifer Clyde)	\$32,373 A2257.143.049	July 1, 2017 – June 30, 2018
Matthew Thompson <u>R</u>	Teacher Physical Education Niagara Street (.8) Cataract (.1) Kalfas (.1) (Noelle Gaetano)	\$42,473 Step 3-BA A2164.120.061 (.8) A2164.120.057 (.1) A2164.120.059 (.1)	July 1, 2017 – June 30, 2018

V. SABBATICAL LEAVES FOR 2017-2018

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
Andrea Fortin-Nossavage	Teacher Social Studies NFHS	February 1, 2018 – June 30, 2018
Tina Schultz	Level 5 Administrator LPS	February 1, 2018 – June 30, 2018

VI. SUMMER WORK – 2017-2018

A. PER DIEM – KALFAS MAGNET SCHOOL

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Rebecca Tantillo	1 day	\$500.69 F2103.132.098.0317	SCEP Committee Work

M102. PER DIEM – MY PERSPECTIVES TRAINING FOR PREP SCHOOL ELA PILOT TEACHERS – AUGUST 10TH

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Carleen Krysa	1 day	\$358.90 F2103.132.098.4317	ELA Training
Anne Mardon	1 day	\$478.91 F2103.132.098.4317	ELA Training
Christina Schove	1 day	\$470.06 F2103.132.098.4317	ELA Training

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

VII. SCHEDULE B – 2017 – 2018

1. ADDITION: SCEP PLANNING COMMITTEE WORK – CATARACT – NTE 1 HOUR – F2103.140.098.0317

Mary Kurek

2. REVISION: SUMMER SPECIAL EDUCATION REGISTRANTS REVIEW – NFHS – NTE 30 HOURS EACH – F2103.140.098.0317

REMOVE

Nicole Cafarella

ADD

Bonnie Kane

3. REVISION: SUMMER RESTORATIVE JUSTICE COMMITTEE – NFHS – NTE 18.75 HOURS EACH – F2103.140.098.0317

REMOVE

Nicole Cafarella

ADD

Deanne Giambra

ADD

Ebone Rose

4. REVISION: GRADUATION WORKERS – NFHS – NTE 3.5 HOURS EACH – A2020.140.045

ADD

Leah Baldassarre

REMOVE

Victoria Grant

ADD

Betty Ivancic

ADD

Catherine Vilardo

5. TRC DIRECTOR FOR 2017-2018 SCHOOL YEAR – NTE 370 HOURS – F2070.140.045.8118

Karen Waugaman

6. ADDITION: SCEP COMMITTEE WORK – KALFAS – NTE 3 HOURS – F2103.140.098.0317

Corinna Scozzaro

7. PRE-CALCULUS AND CALCULUS CURRICULUM WORK – NTE 15 HOURS EACH – F2103.140.098.4317

Denise Karski

Michael White

C112. ADDITION: NFHS ENGLISH AND AP GOVERNMENT – NTE 18.75 HOURS – A2110.140.096

Sarah Sperry

C123. ADDITION: HIGH SCHOOL MATH 330 – ALGEBRA II – NTE 11.25 HOURS – A2110.140.096

Bryan Devantier

C136. SPECIAL EDUCATION CURRICULUM / COURSE RESOURCES REVIEW – NFHS – NTE 4 HOURS EACH – A2110.140.096

Fredia Hart-Cowart

Richard Slaiman

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

VII. SCHEDULE B – 2017 – 2018 (Continued)			
ECHS1.	<u>EARLY COLLEGE HIGH SCHOOL TEACHER – NFHS – NTE 10 HOURS – F2103.140.098.6318</u>		
	Sarah Sperry		
ELP502.	<u>ADDITION: SUMMER 2017 EXTENDED LEARNING PROGRAM TEACHERS – NTE 82.50 HOURS EACH – F2103.140.098.0317 OR F2103.140.098.0117</u>		
	Joanna Cracknell	April DuBois	Andrea Tomala
G1000.	<u>GRADE 4 JOURNEYS – THINK CENTRAL DIGITAL RESOURCES – NTE 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Danielle Brown	Tammy Capatosto	Jessica Fronczak
			Melissa Huffman
	Tina Ligammaro	Jerri Presutti	Angela Ruffolo
			Janelle Stromberg
	Patricia Thompson	Cynthia Travis	Michelle Wagner
G2000.	<u>GRADE 4 JOURNEYS – GETTING STARTED – NTE 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Diane Amantia	Elizabeth Canada	Tammy Capatosto
			Nicola Condino
	Jessica Fronczak	Terri Gregg	Tina Ligammaro
			Scott Misterkiewicz
	Diane Pati	Jerri Presutti	Angela Ruffolo
			Janelle Stromberg
	Cynthia Travis	Michelle Wagner	<u>Addition:</u>
			Maria Commisso-Martin
M100.	<u>FACILITATORS PREPARATION AND PLANNING FOR SEPT. 6TH SUPERINTENDENT. CONF. DAY – NTE 3.75 HOURS EACH – 2103.140.098.4317</u>		
	Janine Bellonte	Colleen Caprio	Carrie Cino
			Deanna Cudahy
	Angela Manella	Debra Olear	Allison Pasquantino
			Susan Ross
	Sara Strangio	Joanne Washcalus	
M101.	<u>JOURNEYS OVERVIEW FOR NEW TEACHERS – AUGUST 22ND – NTE. 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Caterina Antonacci	Jennifer Clyde	Melissa Doescher
			Lauren Falsetti
	Devon Printup		
M103.	<u>PREP ELA PROGRAM REVIEW – NTE 7.5 HOURS EACH – F2103.140.098.0117</u>		
	Johanna Bolender	Maria Fiore	Dianne Havens
			Nicol Lodick
M104.	<u>PREP ELA CURRICULUM UPDATES – NTE 7.5 HOURS EACH – F2103.140.098.0117</u>		
	Maria Fiore	Monique Gazy	Meredith Wustrack

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

VII. SCHEDULE B – 2017 – 2018 (Continued)

M105. ELEMENTARY MATHEMATICS GRADES K-5: ORIENTATION TO INVESTIGATIONS 3: NTE 3.5 HOURS EACH – F2103.140.098.0117

Claudia Alex	Diane Amantia	Ashley Andreana	Caterina Antonacci
Deborah Asklar	Robert Aulet	Sheryl Barksdale	Janine Bellonte
AmyLynn Benjamin	Deborah Blanchard	Lisa Bolea	Danielle Brown
Julie Brundage-Lowry	Elizabeth Canada	Marre Campbell	Tammy Capatosto
Colleen Caprio	Edward Carlo	Jennifer Castellani	Carrie Cino
Jennifer Clyde	Elizabeth Colangelo	Nicola Condino	Richard Condino
Judith Conner	Stefany Critelli	Marisa D'Addario	Maria D'Antonoli
Deborah Deuro-Naughton	Catherine Dunstan	Chiara Durkin	Melissa Doescher
Maria Ehde	Richard Evans	Jennifer Everts	Lauren Falsetti
Jametta Felts	Thomas Filosofo	Kristen Forcucci	Michele Freeman
Jessica Fronczak	David Glahe	Lyndie Grant	Terri Gregg
Gail Guthrie	MaryAngela Harris	Melissa Huffman	Joanne Joyce-Touchette
Debrah Johnson	Linda Johnson	Carol Kajfasz	Domenica Kutis
Lauren Lamparelli	Marie LeBlanc	Jeanne LePage	Tina Ligammare
Lisa Malpica	Kathleen LaRock	Stanley Mack	Mary Ellen McKean
Scott Misterkiewicz	Sara Morreale	Donna Nadrowski	Anthony Navaroli
Joni Ann Orfano	Lynn Pasek	Allison Pasquantino	Maria Pedulla
Sandra Peters	Patricia Pileggi	Michelle Piroli	Mary Pogel
Nancy Porto	Devon Printup	Jordin Puzan	MaryKay Reygers
Beckie Richards	Margaret Robidieu	Angela Ruffolo	Nancey Sarkees

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

VII. SCHEDULE B – 2017 – 2018 (Continued)

M105. ELEMENTARY MATHEMATICS GRADES K-5: ORIENTATION TO INVESTIGATIONS 3: NTE 3.5 HOURS EACH – F2103.140.098.0117 (Continued)

Nancy Scirto	Caren Stevens	Sara Strangio	Janelle Stromberg
Patricia Thompson	Rhonda Vekich	Sunnie Ventry	Bridget Wagner
Michelle Wagner	Michele Walker	Joanne Washcalus	Kimi Watroba
Daniel Weiss	Yolanda Williamson	Jennifer Yost	Tammy Zaker
Mary Houston (Addition)	Diane Pati (Addition)	Cynthia Travis (Addition)	Sophia Williams (Addition)

PK100. PRE-K CURRICULUM COMMITTEE – NTE 15 HOURS EACH – F2510.132.098.3318

Amy Burkestone	Angela DeMunda-Martin	Patricia Hennegan	Margaret Rhodes
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SC2000. ADDITION: 2017 SUMMER CAMP COACHES – NTE 100 HOURS EACH – F2103.131.007.6618

Wendy Magaddino (Swim)	Laura Piazza (Swim)	John Weatherston (Volleyball)	Dean Melson (Asst. Hockey)
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SE3. ADDITION: ELEMENTARY SPECIAL CLASS TEACHER PLANNING COMMITTEE – NTE 15 HOURS EACH – A2110.140.096

Kristen Forcucci	Tracy St. Onge
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SE6. ELEMENTARY SPECIAL CLASS TEACHER REACH TRAINING – NTE 7.50 HOURS EACH – A2110.140.096

Kate Barto	Philip Mohr	Stephanie Polka	Claudia Alex
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8. ADDITION: 9TH GRADE PLANNING TEAM – NFHS – NTE 6 HOURS EACH – A2110.140.096

Dennis Balogh	Donald Bass	Melissa Briglio	Carolyn McClendon
Andrea Merino	Ondarryle Morgan	Julie Olander	John Pero
Catherine Vilardo	John Weatherston		

9. SCHOOL COUNSELOR PREP WORK FOR OPENING OF SCHOOLS – CEC – NTE 20 HOURS – A2110.140.096

Kristina Johnson

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

VIII. SCHEDULE C FALL COACHING APPOINTMENTS – 2017–2018 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Joseph Lozina	Assistant Boys Volleyball	\$2647 Step 1
<u>FALL SUPPORT STAFF APPOINTMENTS – 2017-2018 SCHOOL YEAR – \$51.71/PER DAY – NTE 25 EVENTS – A2850.166.098</u>		
Kelly Bancroft-Billings	Salvatore Constantino	Kathy Costanzo
Vicky Drylewski	Louise Dunning	Richard Dunning
Leslie Ellis	Anne Marie Fowle	Betty Ivancic
Teresa Kurilovitch	Carol Lucas	Kelly Maynard
Kelly Perri	Michele Pryor	Joseph Rizzo
Mark Teoli	Rasheen Wilson	

IX. APPOINTMENTS SCHEDULES D, E, F, G SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 1. NFHS – A2850.142.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Joseph Bellonte	0.5	Future Teachers Club	\$276
David Brooks	1.0	Chess Club	\$552
Cathleen Chilberg	0.5	Future Teachers Club	\$276
Nicole Lasut-Campbell	1.0	Art Club	\$552
Karen Syruws	1.0	Science Club	\$552

2. NIAGARA STREET SCHOOL – A2850.142.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Cory Bley	1.0	Art Club	\$552
Christina Custode	1.0	Band Club	\$552

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items #I through #XII.
Mr. Paretto seconded the motion.

I. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Asst. Child Care Assoc. 6 Hrs. GJ Mann	\$13.18-\$14.08/hr. A2252.173.067	June 30, 2017

II. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Barbara Gonzalez	School Nurse District-wide (Niagara Catholic / Catholic Academy)	11 years 9 months	July 6, 2017

III. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Alec Scalzo	Technology Associate 6 Hours Information Services	8 months	June 23, 2017

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Desrine Campbell <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	September 1, 2017 (probationary period ends on March 31, 2018)

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

IV. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Brenda Crayton <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept. 1, 2017 (probationary period ends on March 31, 2018)
Robin Harvey <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept 1, 2017 (probationary period ends on March 31, 2018)
Kimberly Jones <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept 1, 2017 (probationary period ends on March 31, 2018)

V. APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Paul Jaroszewski <u>R</u>	Driver 12 Months District-wide	\$37,180 Step 3 A1660.169.098	July 1, 2017 (probationary period previously met)

VI. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Scott Sherwood <u>R</u>	Technology Associate 6 Hours Information Services	\$14.20/hr. Step 1 A1680.177.098	September 1, 2017

VII. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Austin Bouche	Technology Associate 6 Hours Information Services (Cheryl LaBelle)	\$14.20/hr. Step 1 A1680.177.098	September 1, 2017 – NTE June 30, 2018
Nathaniel Smith	Cleaner 7 Hours District-wide – Niagara Street (Maria Carella)	\$31,025 Step 1 A1623.167.061	July 1, 2017 – August 31, 2017

VIII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1623.162.067 (Revised Salary)	July 1, 2017 – Aug 31, 2017
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1623.162.052	Aug 1, 2017 – Aug 31, 2017
Maria Carella	Porter Maple (Mark Palmer)	\$38,290 Step 1 A1623.162.060	Aug 1, 2017 – Aug 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1623.167.052 (.6) A1623.167.015 (.4)	Aug 1, 2017 – Aug 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – LPS (Tad Golden) (Revised Location)	\$31,669 Step 2 A1623.167.050	Aug 1, 2017 – Aug 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1623.167.045	Aug 1, 2017 – Aug 31, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1623.167.016	Aug 1, 2017 – Aug 31, 2017

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

VIII. 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 District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1623.167.067	August 1, 2017 – August 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1623.167.016	August 1, 2017 – August 31, 2017
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1623.162.015	August 1, 2017 – August 31, 2017
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1623.162.015(.5) A1623.162.052 (.5)	August 1, 2017 – August 31, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1623.167.045	August 1, 2017 – August 31, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1623.167.058	August 1, 2017 – August 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide - LPS (Maria Strangio)	\$32,314 Step 3 A1623.167.050	August 1, 2017 – August 31, 2017

IX. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Susan Mang	Cleaner 7 Hours LPS A1623.167.016	Cleaner 7 Hours Maple A1623.167.060	July 1, 2017

X. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Linda Barauskas	Asst. Child Care Assoc. 6 Hours Maple A2252.173.060	Asst. Child Care Assoc. 6 Hours NFHS A2252.173.045	September 1, 2017
Janice Mistretta	Asst. Child Care Assoc. 6 Hours Niagara Street A2252.173.061	Asst. Child Care Assoc. 6 Hours Hyde Park A2252.173.058	September 1, 2017

XI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Cheryl LaBelle	Technology Associate 6 Hours Information Services	Other (to take other District position)	September 1, 2017 – June 30, 2018
Donna Mariglio	Physical Educ. Assoc. 5.5 Hours Niagara Street	Personal (without pay)	September 1, 2017 – January 31, 2018

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

XII. ADDITIONAL HOURS

1. EVENING SUPERVISION – CEC – NTE 110 HOURS – SEPTEMBER 2017 – JUNE 2018 – A2310.167.052

Rasheen Wilson

2. REVISION: HEALTH CURRICULUM REVIEW – NTE 15 HOURS – A2110.140.096

REMOVE

Charlene Murphy

3. RECISION: NURSE ON BUS FOR SUMMER SCHOOL – NTE 200 HOURS – A6300.167.098

REMOVE

Charlene Murphy

ELPN1. SUMMER 2017 EXTENDED LEARNING TIME PROGRAM NURSE – CATARACT – NTE 104 HOURS TOTAL – F2103.167.098.0317

Margaret Campana

ELPN2. SUMMER 2017 EXTENDED LEARNING TIME PROGRAM NURSES

A. ABATE – NTE 88 HOURS TOTAL – F2103.167.098.0317

Charlene Murphy

B. KALFAS – NTE 88 HOURS TOTAL – A6300.167.098

Karen Krug

Teresa Mascaro

Substitute
Laura Lasher

Substitute
Andrea Greig

C. NIAGARA STREET – NTE 88 HOURS TOTAL – A6300.167.098

Michelle Barrons

SC2000. ADDITION: 2017 SUMMER CAMP SUPPORT STAFF – NTE 100 HOURS EACH – F2103.164.007.6618

Stephanie Brown

Latrice Powell

Samarana Samuel

Gloria Scalzo

Alicia Smith

Tina Ryan

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, 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. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Special Education met on May 17, 18, and June 29, 2017 for the annual review of special education students and May 17, 25, 26, 31, June 1, 2, 5, 7, 12, 14, 15, 16, 19, 20, 21, 22, 23, 29, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached [\(BoardDocs, see "Meetings", 2017, 07/06/2017, 4, 4.08\)](#) recommendations made by the Committee on Special Education for the 2016-2017 and 2017-2018 school year.

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. Restaino seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on June 8, 15, 19, 20, 22, 28, 2017 to review and initiate the placement of preschool students with disabilities and on June 7 and 19, 2017 for the Annual Review of Preschool students with disabilities; and

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", 2017, 07/06/17, 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 2016-2017 and 2017 – 2018 school years.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Gene Carella Niagara Sports Tournaments 911 Robbins Drive Niagara Falls, NY 14301	Workshop Summer Sports Camp (Ice Hockey)	\$6,000	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17
2.	Frank Patti Bowl O'Drome 2712 Pine Avenue Niagara Falls, NY 14301	Workshop Summer Sports Camp (Bowling)	\$5,000	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17
3.	Anthony Surace Competitive Edge/NFMMC 621 Tenth Street Niagara Falls, NY 14302	Workshop Athletic Training	\$8,800	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17

UNFINISHED BUSINESS

NONE

NEW BUSINESS

6.01 APPROVAL OF MEMBERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AUDIT COMMITTEE FOR PERIOD JULY 7, 2017 THROUGH JUNE 30 2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

6.01 APPROVAL OF MEMBERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AUDIT COMMITTEE FOR PERIOD JULY 7, 2017 THROUGH JUNE 30 2018 (cont'd.)

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 appoint Members to the Audit Committee to serve July 7, 2017 until June 30, 2018 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

Mary Ruth Davis	Vincent Cancemi
Robert Kazeangin	Kevin Dobbs
Ron Anderluh	Nicholas Vilaro
Jerry Petito	TBD
	TBD

as Members of the Audit Committee to serve for a term commencing July 7 and ending June 30, 2018 or until their replacement, whichever shall later occur.

The vote on the motion was unanimous.

6.02 APPROVAL OF SCHOOL LUNCH BUDGET FOR SCHOOL YEAR 2017-18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 school year 2017-18 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

6.02 APPROVAL OF SCHOOL LUNCH BUDGET FOR SCHOOL YEAR 2017-18 (cont'd.)

RESOLVED, That the Board of Education approves the school year 2017-18 School Lunch Budget in the amount of \$4,191,660.

The vote on the motion was unanimous.

6.03 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2018/2017

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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.

Niagara Falls Board of Education 2018 – 2019 Key Budget Dates

- Board Review of Budget – **January – June**
- Superintendent's Budget Recommendation to Board –
March 22nd
- Board to Adopt Budget and Contingent Budget –
April 12th (Special Meeting may be needed)
- Present Property Tax Report Card – **April 12th** (Special Meeting may be needed)
- Submit Property Tax Report Card to SED – **April 13th**
- Budget Available – **April 24th**
- Public Hearing – **May 3rd**
- Mail Budget Notice – **May 4th**
- Budget Vote – **May 15th**
- Finalize Revenue Estimates, Set Tax Levy and Tax Rate –
June 26th

The vote on the motion was unanimous.

6.04 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2017/2018

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

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2017/18 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 23, 2017 and official adoption of budget on May 17, 2017 following voter approval on May 16, 2017, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

WHEREAS, The full value tax rate has been determined to be \$19.3896M; 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 \$19.38957543M; 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, 2017, be and ending June 30, 2018, 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:

<u>Ward</u>	<u>City Assessment Roll</u>	<u>Full Value Tax Rate</u>	<u>Real Property Tax Levy</u>
1-15	\$1,332,106,992	\$19.38957543M	\$25,828,989

RESOLVED, That the School District Tax Collector of said City School District of the City of Niagara Falls, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2017, and ending June 30, 2018, as extended and completed; and

RESOLVED, That the School District Tax Collector be issued the warrant (see Attachment #1) for the collection of school taxes and is directed to adhere to all provisions as noted in the warrant.

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, 2017, and continue to collect through January, 2018, from the several persons named in the Assessment Roll, to which this warrant is attached, the amount 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.

6.04 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2017/2018 (cont'd.)

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 6th day of July 2017, 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 City School District of the City of Niagara Falls, New York, to be affixed thereto.

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

The vote on the motion was unanimous.

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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, for fees established by the Board, 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 2017-2018 school year; therefore be it

RESOLVED, That the Board of Education adopt and use the fee schedule approved for the 2017-2018 fiscal year (see attached).

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018 (cont'd.)

COMMUNITY USE OF SCHOOL FACILITIES July 7, 2017 – June 30, 2018 – 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.	57.00	76.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	57.00	76.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	57.00	76.00
GPS	Custodian	O.T. after 3:00 p.m.	54.00	72.00
GPS	Porter	O.T. after 10:00 p.m.	46.00	61.00
LPS	Custodian	O.T. after 3:00 p.m.	54.00	72.00
LPS	Porter	O.T. after 10:00 p.m.	46.00	61.00
LPS	Cleaner	O.T. after 10:00 p.m.	37.15	49.50
LPS	Cleaner	O.T. after 10:00 p.m.	37.15	49.50
School Hours				
7:00 a.m. to 10:00 p.m.				
H. F. Abate				
Cataract				
C.E.C.				
Hyde Park				
Kalfas				
Mann				
Maple				
Niagara St.				
79th St.	Custodian	O.T. after 3:00 p.m.	54.00	72.00
	Porter	O.T. after 10:00 p.m.	46.00	61.00
	Cleaner	O.T. after 10:00 p.m.	37.15	49.50

Audio Visual as required:		67.00	89.00
Facility Attendant as required	40.00		
Safety Officer		23.00	40.00

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018 (cont'd.)

2017-2018 CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS July 7, 2017 - June 30, 2018

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			
Field House/Concession Stand						
Facility Fee		\$ 250.00	\$ 250.00			
NFHS Stadium, Baseball Fields						
Facility Fee		\$ 50.00	\$ 100.00			
Add: Field Prep (if chosen)		\$ 75.00	\$ 150.00			
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 vote on the motion was unanimous.

6.06 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. Restaino moved for approval of the following resolution. Mr. Bass 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)).

6.06 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.

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.

6.06 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.)

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 provided or for which they are responsible for submitting claims.

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.

6.06 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.)

Employees or independent contractors shall not encourage, direct, or facilitate either actively or passively noncompliant 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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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 filed the false report or gave the false information.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR

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

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 City School District of the City of Niagara Falls 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 6, 2017 through June 30, 2018; and be it further

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2017-2018 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.
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.

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR (cont'd.)

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 vote on the motion was unanimous.

6.08 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi 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

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

**6.08 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled
Children for the period of July 1, 2017 through June 30, 2018 the following:

Palmer, Tina

1713 – 15th St. Niagara Falls, NY 14305

The vote on the motion was unanimous.

**6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON
PRESCHOOL SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR**

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi
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, 2017 through June 30, 2018.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Cheryl Meteer

Chairperson/Sp Ed/Gen Ed

Contento, Catherine

Chairperson/Speech Teacher

To be determined for each case

Member of Evaluation Team

Dochstader, Tammy

Parent

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

Bryan Rotella

District Representative/Psychologist

Kenneth Krieger

District Representative/Psychologist

The vote on the motion was unanimous.

6.10 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi 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, 2017 through June 30, 2018.

CENTRAL COMMITTEE ON SPECIAL EDUCATION

Meteer, Cheryl	CSE Representative/General Ed/Sp. Ed
Contento, Catherine	CPSE Representative/Speech Teacher
Krieger, Kenneth	CSE Representative/Psychologist
Rotella, Bryan	CSE Representative/Psychologist
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

6.10 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR (cont'd.)

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Bonnie Kane
- Maria Meranto
- Corinna Scozzaro
- Anargyros Halaris
- Kaitlyn Eck (intern)
- Allison Napier (intern)
- Ashley Darrow (intern)

PSA's

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

PARENT MEMBERS:

- Tina Palmer
- Darlene Janese
- Lois Betton
- Theresa Sitgreaves

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 vote on the motion was unanimous.

**6.11 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. Restaino moved for approval of the following resolution. Mr. Jocoy 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

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, 2017, through June 30, 2018; therefore be it

RESOLVED, That the appointments of the following persons as Dignity Act Coordinators for the City School District of the City of Niagara Falls for period commencing July 1, 2017, through June 30, 2018, and they hereby are ratified and confirmed:

Maple Elementary School
Maria Chille-Zafuto
Linda Blake

Kalfas Elementary School
Italo Baldassarre
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

**6.11 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.)**

Hyde Park Elementary School
Mary Kerins
Tiffany Bradberry

Cataract Elementary School
Jeffrey Showers
Molly Kurek

Seventy-Ninth Street Elementary School
Diane Coty
Amy Milleville

Geraldine J. Mann Elementary School
Tina Smeal
Thomas Zafuto

Gaskill Preparatory School
Sheila Smith/Janice Graham
Schurron Cowart
Stephen Zafuto

LaSalle Preparatory School
James Spanbauer/Tina Gregory
James Hutchinson
Justine Tambroni

Niagara Falls High School
Robert Bradley
Adam Bianco
Marc Daul
Nicole Gall
Maria Mascaro-Sinatra
Tammy Novak
Rose Rajczak
Ebony Rose
Rachel Rotella

Community Education Center
Dorothy Brundidge
Kristina Johnson

The vote on the motion was unanimous.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 \$104,128 for the year commencing July 7, 2017, and terminating June 30, 2018; and

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 7th day of July, 2017, between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** (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 7th day of July 2017, and continuing thereafter until the 30th day of June 2018 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:

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

(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.

(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 \$104,128 per year, payable in equal monthly installments of \$8,677.33. 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.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 7th day of July 2017, and shall continue until the 30th day of June 2018. 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.

**CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS**

By _____
President

By _____
Angelo Massaro dba Hovey & Massaro

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018

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

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

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 \$98,455 for the year commencing July 7, 2017 and terminating June 30, 2018; and

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 7th day of July, 2017, between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** (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.

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 7th day of July 2017, and continuing thereafter until the 30th day of June 2018 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.

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

(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.

(e) 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 \$98,455 per year, payable in equal monthly installments of \$8,204.58. 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.

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 7th day of July 2017, and shall continue until the 30th day of June 2018. 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.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By _____

President

James C. Roscetti, Esq.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 07/07/17 through 06/30/18 for a sum of \$41,855 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,487.92. Such payment shall be made on the last day of each month during the term of this Agreement; and

WHEREAS, An executed 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.

**DIRECTOR OF SCHOOL HEALTH SERVICES
EMPLOYMENT AGREEMENT**

This Agreement made this 7th day of July, 2017, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** ("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 7, 2017, and continuing thereafter until the 30th day of June 2018, as provided in paragraph "SEVENTH" for an amount and payable as provided in "THIRD" paragraph of this Agreement.

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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (cont'd.)

THIRD: The District shall pay the Physician the sum of \$41,855 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,487.92. 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 District.

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 7th day of July, 2017, and shall continue until the 30th day of June 2018, and shall thereafter automatically renew for additional one year periods subject to approval of the District or 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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (cont'd.)

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

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.15 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—2017-18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 7, 2017, through June 30, 2018, for an annual fee of \$4,040, payable quarterly in four (4) equal installments of \$1,010; 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 7, 2017, through June 30, 2018.

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.

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

CITY SCHOOL DISTRICT OF 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.
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.

6.15 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—2017-18 (cont'd.)

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.

ACCOUNT(S)
NIAGARA FALLS CITY SCHOOL DISTRICT

ACCOUNT NUMBER(S)
04-65079

6.15 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—2017-18 (cont'd.)

This Agreement will remain in effect for a ONE year period from July 7, 2017 through June 30, 2018 and shall be considered renewed from year to year thereafter, subject to approval of the Employer, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this Agreement.

The Employer agrees to pay NEC quarterly the sum of \$1,010. 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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018

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

WHEREAS, The City School District of the City of Niagara Falls (School District) has previously entered into an Agreement with the WNY Occupational Health, LLC ("Occupational Health") to provide injury care services and PPD/Mantoux testing; and

WHEREAS, The District wishes to continue the Agreement for school year 2017-2018 and has negotiated a new Agreement continuing like terms and conditions, including the rates to be paid for services as are in the existing Agreement; therefore be it

RESOLVED, That the Board of Education approves the Agreement with WNY Occupational Health, LLC for it to provide injury care services and PPD/Mantoux testing of District employees, effective July 7, 2017, and ending June 30, 2018, at fees described in the Agreement, copy of which is attached; and be it further

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (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 Board be authorized and directed to 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 FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 7th day of July, 2017, 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, 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 School District is authorized and empowered to contract for the Occupational Health 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 covenant and agreements herein contained, the parties hereto agree as follows:

1. During the 2017-18 school year, commencing on July 7, 2017, 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:
 - 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.

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

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 NFMHC 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

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

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	

7. This Agreement shall become effective on July 7, 2017 and terminate on June 30, 2018, 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: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18

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

WHEREAS, The City School District of the City of Niagara Falls 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 7, 2017 through June 30, 2018, and

WHEREAS, The fee for these services is \$43,260 which is to be paid in two payments of \$21,630.00 payable on December 1, 2017 and June 1, 2018; therefore be it resolved

RESOLVED, That the Board of Education approves the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 7, 2017 and terminating June 30, 2018; 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 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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

**PHYSICAL REHABILITATION AGREEMENT
Between
NIAGARA FALLS MEMORIAL MEDICAL CENTER
and
City School District of the City of Niagara Falls
2017-2018 School Year**

This Physical Rehabilitation Agreement, made this 7th day of July 2017, by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (the District) (individually the Party, collectively the Parties).

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 District 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 District's students (hereinafter physical rehabilitation services and services); and

WHEREAS, Niagara Falls high school 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 District, as indicated in Attachment(s) A and B. An average of 25 hours per week will be rendered to the Districts Niagara Falls High School or other schools 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 BOC 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 District, Hospital will provide verification of such New York State licensure.

e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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.

2. OBLIGATION OF DISTRICT

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.
- b) District 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) District 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) District agrees not to hire or solicit for hire any employees of Hospital who have directly served the District 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 District will be under the supervision, direction and control of the District and the District’s administrative personnel.
- f) District agrees to provide athletic trainers district e-mails for communication with 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 District and the Hospital’s Director of Sports Medicine, 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 High School as herein provided will be supervised, directed, and controlled by the Niagara Falls High School and its administrative personnel.
- b) The location for services will be determined by the Hospital and the Districts Superintendent or his designee, 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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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 District 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.
- 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. District 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) District 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, District 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 District 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 District 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 District 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 District agree that Hospital shall be compensated for services rendered for 2017-2018 pursuant to this Agreement in the amount of Forty-Two Thousand dollars (\$43,260.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$21,630.00, one each due and payable on December 1, 2017 and June 1, 2018. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

5. INSURANCE

a) The hospital shall to the fullest extent permitted by law agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys fees) for bodily injury and/or property damage arising out of services performed pursuant to this Agreement, but only to the extent caused by the negligent acts of the Hospital.

b) Upon request, Hospital and District 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. The Hospital shall maintain general liability insurance in the amount of \$2,000,000 per occurrence, \$4,000,000 annual aggregate to cover the acts and omissions of their respective employees for services rendered pursuant to this Agreement. All policies shall name the School District as additional party insured on a primary and non-contributory basis. 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.

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, District 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 District that are necessary to certify to such persons the nature and extent of costs incurred by the District for services furnished by District for which payment may be made under Medicare, Medicaid or other federal reimbursement program. The obligation of District 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 8, 2017 and terminate on June 30th, 2018 unless sooner terminated in accordance with the provisions of Section 9.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 District and the Hospital, and is not intended to influence the volume or value of referrals between the District 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 effect. 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.

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;

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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 District'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.

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:

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

If to District: City School District of the City of Niagara Falls
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.

City School District of the City of Niagara Falls

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

**EXHIBIT A
SERVICES**

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide all District-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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 High School. 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. District 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. District Staff In-servicing: Staff from NFMCC 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. Athletic training staff will work with Athletic dept. on implementing and managing concussion management policy and program with ImPACT testing. ATC's will work with district's athletic director on testing of student athletes for baseline testing prior to each season for football, soccer, wrestling, hockey, and Lacrosse sports.

EXHIBIT B

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

The (2) certified athletic trainer(s) (ATC) provided by NFMCC Rehabilitation Services will be BOC certified and NYS licensed, and will work approximately 25 hours per week. Coverage for Niagara Falls High School 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:

Staffed ATC for preseason summer camps (football, soccer, x-country, volleyball, swimming)

Staffed ATC in training room at NFHS (230pm-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 and game schedule

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 (230pm-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 (230pm-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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018

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

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 \$843,630.00 from appropriation code A9040.804
have been budgeted which includes the Service Agent's fee; and

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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 1, 2017, through June 30, 2018; and

RESOLVED, That NCA Comp be paid a fee of \$51,730.00 annually at a rate of \$4,310.83 per month for the duration of the contract; 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 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 first day of July, 2017, by and between the City School District of the City of Niagara Falls, New York 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:

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 1, 2017 and ending June 30, 2018, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to terminate to the Service Representative between July 1 and September 1 of each year of the original term and the renewed term of this Agreement. 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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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 \$51,730 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:
 - (a) On the first day of July 2017, and on the first day of each month thereafter during the term of this Agreement, the sum of \$4,310.83
 - (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.
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (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.
Attn: Erin Jordan
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.

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, NY

For: NCAComp, Inc.

By: _____

By: _____

Name: _____

Name: Erin G. Jordan

Title: _____

Title: CEO

Date: _____

Date: _____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.19 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND PROBE SERVICES

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

WHEREAS, The City School District of the City of Niagara Falls has a Residency Policy requiring all employees appointed subsequent to March 1, 1994 to reside in the City of Niagara Falls and to continue to reside therein during their employment; and

WHEREAS, The vast majority of District employees appointed subsequent to March 1, 1994 honor their agreement and reside in the City, and, by doing so have enriched the quality of life of citizens and most importantly students by understanding more fully the community and environment in which they earn their living; and

WHEREAS, It appears that some employees, although few in number, may not be honoring their agreement to reside in the City and may be in violation of the Policy; and

6.19 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND PROBE SERVICES (cont'd.)

WHEREAS, In order to apply the Policy in a fair manner, it is necessary to secure data to assist the Board in determining whether some of the employees are in violation of the Policy, which would then require the Superintendent to commence proceedings to terminate their employment if they are in violation, as is required by the Policy; and

WHEREAS, An Agreement with Probe Services has been negotiated to assist the Board in determining whether employees are in violation of the Residency Policy, which would then require the Superintendent to institute proceedings to terminate such employees.

WHEREAS, The Board is of the opinion that retaining Probe Services is in the best interest of the District so as to enforce the Residency Policy in a fair and non-discriminatory basis; now therefore be it

RESOLVED, That the Agreement by and between the City School District of the City of Niagara Falls and Probe Services be and the same is hereby approved; 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 is authorized and directed to execute such Agreement; and

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

Mr. Restaino 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

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018 (cont'd.)

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 July 6, 2017, the 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 be approved; and

RESOLVED, That the Agreement is subject to such Modifications as the Superintendent and School District Attorney deem appropriate, and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

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

This Agreement, made the first day of September 2017, 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 LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN- FOR A 4-YEAR OLD PROGRAM, 8477 Buffalo Avenue, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$56,300 to be broken down into ten (10) payments of \$5,630 each payable on the 30th of each month commencing with September 30, 2017, 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.

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018 (cont'd.)

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.21 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2017-2018

Bishop Dobbs 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 July 6, 2017, the Agreement between the City School District of the City of Niagara Falls and the YMCA Buffalo Niagara Falls Branch be approved; and

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

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

This Agreement, made July 6, 2017 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 YMCA Buffalo Niagara Falls Branch, 1317 Portage Road, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$56,300 to be broken down into four (4) payments:

\$14,075 October 1; \$14,075 December 1; \$14,075 March 1; and \$14,075 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

6.21 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2017-2018 (cont'd.)

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: Mr. Petrozzi,

Carried

6.22 APPROVAL OF AGREEMENT WITH THE CAROUSEL ACADEMY (G.J. MANN) FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino 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 July 6, 2017, the Agreement between the Niagara Falls City School District and The Carousel Academy be approved; and

RESOLVED, That the Agreement is subject to such Modifications as the Superintendent and School District Attorney deem appropriate, and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

UNIVERSAL PRE-SCHOOL SITE AGREEMENT THE CAROUSEL ACADEMY – G.J. MANN SITE

This Agreement, made this first day of September 2017, 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 14304, party of the first part, herein called the School District, and The Carousel Academy, 149 Central Avenue, Lancaster, New York 14086, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$60,000 to be broken down into four (4) payments:

\$15,000 October 1; \$15,000 December 1; \$15,000 March 1; and \$15,000 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

6.22 APPROVAL OF AGREEMENT WITH THE CAROUSEL ACADEMY (G.J. MANN) FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: Mr. Bass,

Carried

BOARD MEMBER LEAVES

Bishop Dobbs left the meeting at 6:21 p.m.

6.23 APPROVAL OF CONTRACT 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

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 Contract for the 2017-2018 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2016-2017) of \$62,494.95 increased by the Regional Northeast CPI for calendar year 2017, 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 2017-2018; 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 Board be and he hereby is authorized and directed 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.

CONTRACT BETWEEN CITY OF NIAGARA FALLS AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SCHOOL DISTRICT) 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.

6.23 APPROVAL OF CONTRACT 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.)

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 for the fiscal year 2017-2018 the City of Niagara Falls the amount of \$62,494.95 plus the CPI increase for calendar year 2017 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 7, 2017 and end on June 30, 2018. 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 2017 has been determined. Payment shall be made within thirty days of such billing.

City School District of the 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 Contract is terminable by 30 days written notice at the discretion of either party. In the event the Contract is terminated, the base fee of \$62,494.95 plus the CPI for calendar year 2017 will be calculated on a per diem rate for the year in which the Contract is terminated and the School District shall pay the City for its number of days the City performs the services pursuant to this Contract at its per diem rate.

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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 7, 2017 through June 30, 2018; 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

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 GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS CONTRACT, made this 7th day of July, 2017 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, Suite22, 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:

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

- 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.

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 7, 2017 through June 30, 2018, 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.

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

9. Assignment: The services to be rendered by the second party under this Contract are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Contract and any attempted such transfer, assignment or delegation shall be wholly void.

10. Entire Contract: This Contract 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 Contract on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marie Battaglia

President, Board of Education

ATTACHMENT A
Battaglia & Associates Resource Development Consultants, Inc.
Fee Schedule

July 7, 2017 – June 30, 2018

The following fees apply for clients choosing grant preparation services on a project-by project basis:

Service	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

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.25 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 6, 2017 - JUNE 30, 2018

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

WHEREAS, the City School District of the City of Niagara Falls is committed to providing services for all students in the District, including English Language Learners students (ELL Students), in the most appropriate manner for them to study, achieve, and grow in the least restrictive environment; and

WHEREAS, the District will provide qualified interpreters/translators to ELL Students, upon request on an as-needed basis for their assistance in studying in least restrict environment.; and

WHEREAS, It is recommended that the District enter a Contract with Language Intelligence, Ltd, to provide qualified interpreter/translators as may be needed for ELL Students; and

WHEREAS, the fee for the services rendered in the proposed Contract varies depending upon the level and complexity of the service required on a case by case basis; and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore, be it

RESOLVED, That the Board hereby approves the Contract with Language Intelligence, Ltd. to provide qualified language interpreter/translators for students who are English Language Learners upon request, on an as-needed basis, a copy of which is attached ([BoardDocs, see "Meetings", 2017, 07/06/2017, 6, 6.25](#)), for a period commencing July 6, 2017 and ending June 30, 2018; 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

6.25 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 6, 2017 - JUNE 30, 2018 (cont'd.)

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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 7, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 7, 2017 and ending June 30, 2018; therefore be it

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

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.

**6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR
JULY 7, 2017 – JUNE 30, 2018 (cont'd.)**

**CONTRACT FOR PROFESSIONAL SERVICE
BY INDEPENDENT CONTRACTOR
U.S. Security Associates, Inc. Agreement**

This Contract 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 7, 2017 – June 30, 2018.

U.S. Security Associates, 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, agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys fees) for bodily injury and/or property damage 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, with a minimum of \$2,000,000. All policies shall name the School District as additional party insured on a primary and non-contributory basis. 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 \$19.86 per hour
 - b. Overtime (1.5) \$29.79 per hour
 - c. Holiday Time (1.5) \$29.79 per hour
2. Service will be billed monthly. Payment is due upon receipt of the bill.

Termination:

1. This Contract shall commence July 7, 2017 and terminate June 30, 2018 provided however this Contract 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

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018

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

WHEREAS, The District desires to enter into an Contract 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 7, 2017 and terminating June 30, 2018; and

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

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, 2018; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Safety/Security Programs between the School District of the City of Niagara Falls, New York 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 7th day of July 2017, 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 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

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.

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

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, 2017 and the first day of each month thereafter with the last payment due on June 30, 2018. 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 liability, costs, losses, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage 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.
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 7, 2017 and continue through June 30, 2018, 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 Contract are unique and personal. Accordingly, the Second Party shall not transfer or assign any of the duties or obligations under this Contract, and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement. This Contract 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

Francis J. Coney, President

Board President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2017, 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

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.28 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 07/01/17 – 06/30/18

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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

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 2700 hours for up to 18 individuals performing the services.; and

WHEREAS, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

6.28 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 07/01/17 – 06/30/18 (cont'd.)

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2017 and ending June 30, 2018; therefore, be it

RESOLVED, That the contract for professional consultant services by an independent contractor for professional development services between the City School District of the City of Niagara Falls and T.E.M.P., LLC be approved; and

RESOLVED, That the agreed upon fee for the period July 1, 2017 through June 30, 2018 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 2700 hours for up to 18 individuals performing the.; and

RESOLVED, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

RESOLVED, That the Agreement 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 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 first day of July, 2017, 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.

6.28 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 07/01/17 – 06/30/18 (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 2700 hours for 18 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- For assessment scorers: Forty-five (\$45.00) per hour not to exceed 150 hours per week and 300 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.

6.28 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 07/01/17 – 06/30/18 (cont'd.)

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 July 1, 2017 to June 30, 2018, 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 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 City of
Niagara Falls

By _____
President

By _____
President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.28 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 07/01/17 – 06/30/18 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.29 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 6, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 Agreement 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 Agreement shall be effective for a term commencing July 6, 2017 and ending on June 30, 2018; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

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 6, 2017 and ending on June 30, 2018; 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

service
bridges, inc.

Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between **Service Bridges, Inc.** and the **City School District of the City of Niagara Falls** commencing. We mutually agree to the following:

- 1: Service Bridges will provide certified or qualified sign language interpreters for Deaf individuals upon request to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with Deaf, Hard of Hearing and Deaf-Blind people.
- 2: Future request(s) from (customer business name) will be given preferential treatment because of this agreement.
- 3: Service Bridges will provide interpreting service subjected to availability of the limited number of freelance sign language interpreters in the region however every effort will be maximized to secure an interpreter for all pre-scheduled requests.
- 4: Service Bridges will retain transparency by reaching out to the customer to potentially reschedule an appointment date with the Deaf client if interpreters are not available within a time frame of the request.
- 5: Service Bridges ensures interpreters are supplied through skill level verification through in-house assessment from a team of certified assessors.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

6: Interpreters are independent contractors identified with appropriate credentials, skill level and training, conditions and rates, and will maintain the professional code of conduct regulating ethical behavior and confidentiality as spelled out by the Registry of Interpreters for the Deaf.

7: While not always guaranteed, preferential request for specific interpreter(s) is considered a courtesy request however the communication preference is given to Deaf individuals in an assignment.

8: Service Bridges reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally assignments exceeding 2 hours or any assignment with continuous, non-stop presentations such as lectures, meetings, groups or legal type meetings where there are two separate parties are represented with two different sides/points of view will require team (2 or more) interpreters.

Notifying Service Bridges for Interpreting Service Requests

Service requests shall be confirmed either by phone, online, email or fax through our Lead Scheduler from Monday through Friday between 9:00am to 5:00pm. All requests should be made at least 48 hours in advance however requests made less than 48 hours are subjected to Premium rates (refer to Rates section).

Procedures

When requesting an interpreter, please provide the following information:

- A) Date of service needed
- B) Time span of service (start time and end time)
- C) Address of assignment including cross street, room numbers, building, parking location and fees and other pertinent information
- D) Contact person at the interpreting site and direct phone/cell number
- E) Nature of the assignment (1:1 meeting, computer training, new employee orientation, nature of medical appointment, etc.)
- F) Billing information (authorized person, attention to whom and PO # if required).

Confirmation:

The paying customer or authorized person's signature is required to acknowledge the confirmation of service request referencing to the phone call, email or on line request.

Changes or Cancellations:

Changes or cancellation for assignments lasting two hours or less will require greater than 2 business days advance notice. Changes or cancellation for assignments lasting longer than two hours will require a greater than 3 business days advance notice of cancellation. The full quoted amount is charged if there is less than 2 or 3 business days advance notice of cancellation respectively.

Rates:

Rates for interpreting service longer than 3 hours is available, please contact us for incentives. Compensation for interpreting services is rendered at the following rates:

Standard Rate – *more than 48 hour notice given*

- \$120.00** One hour and half (1.5) hours of service.
- \$130.00** Two hours of service.

Premium Rate – *less than 48 hour notice given and/or assignments between 6:00pm-10:00pm EST*

- \$130.00** One hour and half (1.5) hours of service.
- \$140.00** Two hours of service

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

After Hours Rate – assignments between 10:00pm – 7:00am EST, more than 48 hour notice given

\$140.00	One hour and half (1.5) hours of service
\$150.00	Two hours of service

Incentives Available for Special Circumstances

Extended Time Requests After 2 hours

Standard Rate- \$55.00 per additional hour

Premium Rate- \$60.00 per additional hour

After Hours Rate- \$65.00 per additional hour

Medical Offices *48+ hour notice required

\$110.00 - 1.5 hours of service

\$120.00 - 2.0 hours of service

\$50.00 per hour after 2 hours

*This rate may apply to mental health counseling, physiotherapy, dentist, surgeries and/or medical physician appointments.

Performance Rates

Determined on a case by case basis due to breadth of information and length of script.

Last Minute Requests

In the event of an unscheduled, same-day requests between 9:00am – 5:00pm, the premium rate applies. Confirmation of the last minute request is required before an assignment of interpreter is placed. Service will be billed as it is rendered and payment is due upon receipt of the bill at the completion of service.

Special Considerations

Service Bridges will charge the full amount if the interpreter arrives to the assignment and the client does not.

When more than one interpreter is required, charges apply per interpreter. When an assignment requires two interpreters and only one interpreter shows up for the assignment, the service provided by the single interpreter will be billed the same as if two interpreters completed the assignment.

If travel time is necessary, this time will be billed as additional hours. Travel time needed for work outside the 8 Western New York counties of travel charges will incur the federal mileage rate.

Language Issues

If the person is determined Deaf-blind, or has minimal language skills, or developmentally disabled or communicates in a foreign sign language, a certified Deaf Interpreter will be required in addition to a sign language interpreter due to the nature of required communication access. If more than one interpreter is not available, and a single interpreter completes the assignment, he/she may double bill and charges apply case by case basis.

Performance (Stage) Assignments

Preparation in advance for theater and performance assignments is required, and will be billed in addition to the performance time. In some cases, this may include providing a copy of the script and/or the interpreters' attendance at a rehearsal. Negotiation for such arrangements will be made in advance when necessary.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

Classroom Assignments

Classes will be billed as a two hour minimum. Separate students are also billed as separate classroom assignments.

Exceptions

Consecutive classes scheduled for the same student are billed hourly as one job. When there is a break between classes that is less than 2 hours, for the same student, a retainer will be billed for that time in half hour increments. Determined on individual case basis, there may be special circumstances where a separate rate is established, as in the case of a student's involvement requiring extracurricular activities, sports or theater making arrangements with interpreter's preparation time when necessary.

Service Bridges will make every effort to maximize resources to minimize the institute's costs.

VR Sponsored Educational Activities

When a student is sponsored by VR services, part of the cost will be assumed by ACCES-VR. The remainder of the hourly classroom interpreting rate is the responsibility of the institute to request information on class background information and notifying educators. In the event of retainer fees, tutoring, special events, extracurricular activities, regardless of whether or not VR is covering the cost of the classroom interpreters will apply. If VR is not sponsoring a student, the school is responsible for the entire cost of the interpreting services.

Special Circumstances

VIDEOTAPING: All independent contractors will be notified if there will be videotaping of interpretation work performed in advance unless not known to Service Bridges. In general, videotaping must follow the following conditions: a) the Interpreter may request an unedited copy of the entire videotaped work within 15 days of the date of service for records and future use, b) the entity videotaping the likeness of an Interpreter will in no way profit from the use or reuse of the videotape in the future and c) the videotape will not be used for any illicit or illegal purposes in the future. Should these conditions not be met, videotaping will not be permitted otherwise the interpreter will relinquish the assignment, or will receive an additional fee negotiated between the Interpreter and Service Bridges before the event.

HOLD HARMLESS: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses including without limitation actual attorney's fees resulting from their own acts or omissions in connection with the performance of this agreement. Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance as shall be necessary to insure them and their employees, agents, or affiliates against any claim or claims for damages arising by reason of the performance by the party of the obligations required by this agreement. All disputes regarding this agreement shall be settled in Niagara County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

AMENDMENTS: This agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party. All such amendments shall be attached and become a part of this agreement immediately upon full execution of each amendment.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

MASSIVE CLOSURES: Inclement weather, natural or manmade disasters resulting orders from city, county and/or state governments mandating closures thus causing a cancellation of interpreting service will not be charged, and interpreters will not invoice for service due to the nature beyond of Service Bridge's control. Because we cannot control the actions of independent contractors, we cannot be held responsible in the event that an interpreter does not show up to a job. The customer will not be charged.

Authorized Individual

Jason Goldstein, C.E.O.

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

Service Bridges, Inc.
8666 Buffalo Avenue, Niagara Falls, NY 14304

Date _____

Date _____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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

[illegible]

On this ____ day of _____ 2017, 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/her 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. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 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 Maxim Staffing Solutions 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 \$45.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Maxim Staffing Solutions 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 \$45.00 per hour for a period commencing July 6, 2017 and ending June 30, 2018; and

RESOLVED, That the Agreement 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 Agreement; and

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

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 6th day of July, 2017, by and between the **City School District of the City of Niagara Falls** located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 392 Pearl Street, Suite 400, Buffalo, NY 14202 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in New York and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

**Niagara Falls City School District
630 66th Street
Niagara Falls, NY 14304
ATTN: Michael F. Lewis, Ph.D**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS
Signature

Printed Name & Title

Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:
Signature

Printed Name & Title

Date

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

**ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

Charges will be based on the following hourly rate schedule effective Effective Date: July 6, 2017.

Service	Weekday Rate	Weekend Rate
Registered Nurse	\$55	\$55
LPN	\$45	\$45
CNA	\$25	\$25

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS:

MAXIM HEALTHCARE SERVICES, INC. D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On this _____ day of _____ 2017, 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

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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/her 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. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.31 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 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 specialized supports 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 specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$38.00 per hour; and

WHEREAS, The Agreement shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore be it

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board hereby approves the Agreement attached hereto with Supplemental Health Care to provide qualified professionals 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 \$38.00 per hour for a period commencing July 6, 2017 and ending June 30, 2018; 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 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.



SCHOOL STAFFING SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into this 6th day of July, 2017, by and between SHC Services, Inc. d/b/a Supplemental Health Care, (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and City School District of the City of Niagara Falls, on behalf of itself, its facilities, divisions, and subsidiaries (hereinafter collectively referred to as the "Client") with its principle offices located at 630 66th Street Niagara Falls, NY 14304. SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

RECITALS

WHEREAS, SHC a Delaware corporation provides supplemental staffing referral services to clients on an as needed basis;

WHEREAS, the Client is a school district with the need to provide health care services to identified students served by the Client;

WHEREAS, Client requests SHC to make available licensed and qualified health care professionals by acting as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary medical personnel ("Health Care Personnel") to supplement Client's staff; and

WHEREAS, SHC is willing to use its best efforts to recruit Health Care Personnel to work shifts at specified locations as requested from time to time by Client.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

1. SHC OBLIGATIONS:

- a. SHC, as requested by Client, will use its best efforts to locate, recruit and refer Health Care Personnel to Client to supplement Client's existing staff.
- b. SHC shall provide Health Care Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Health Care Personnel file, containing the following:

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- i. A completed application, which includes skills, specialties, and preferences.
 - ii. Documentation of special education or training.
 - iii. A minimum of two references, which reflect satisfactory performance within the job category.
 - iv. Verification of identity, credentials, and authority to work.
 - v. Copy of current license, Basic Life Support/CPR, registration or certification as required by position.
 - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client.
 - vii. Dates of employment and performance evaluations.
 - viii. Confirmation of completing criminal background investigation and pre-employment drug screen.
 - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d.** SHC shall provide SHC orientation for all new Health Care Personnel, SHC's orientation includes but is not limited to, child and dependent adult abuse reporting obligations and procedures, and which may include Client-specific information upon Client's request.
- e.** Health Care Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before commencing work at Client's facility or student locations.
- f.** SHC shall maintain commercial general liability and medical professional liability insurance for SHC and Health Care Personnel with a liability limit of not less than \$1 million per occurrence and \$3 million aggregate.
- g.** SHC will use its best efforts to refer Health Care Personnel who will follow Client policies provided to SHC, to protect the health and welfare of the Client's students.
- h.** SHC will notify Client via written correspondence, fax, email or phone, of the initiation of any action, of which it becomes aware, commenced for the purpose of suspending, revoking or limiting any Health Care Personnel's license then providing services to Client. Written description of SHC Quality Assurance process is available upon request.
- i.** SHC will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal Statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap and/or marital status.
- j.** SHC will comply with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements.
- k.** If services provided under this Agreement have an aggregate value of ten thousand dollars (\$10,000) or more, during a twelve (12) month period, SHC shall make its books, documents, records, etc., pertaining to this Agreement, available to the Secretary of Health and Human Services and/or the United States Comptroller General for four (4) years after furnishing services to Client.
- l.** SHC shall use its best efforts to comply with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.
- m.** All Health Care Personnel providing services pursuant to this Agreement shall be considered employees of SHC, unless otherwise specified. This Agreement also applies to an independent contractor or subcontractor referred for service and accepted by Client.
- n.** SHC assumes sole and exclusive responsibility for compensating Health Care Personnel for services performed for Client. SHC is responsible for withholding federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, and reimbursing meal and lodging expenses as applicable under the Agreement.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

2. CLIENT OBLIGATIONS:

- a.** Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Health Care Personnel. Clinical competency will be determined by the appropriate Client administrator which may be communicated to SHC via written correspondence, fax, email or phone. Notwithstanding the foregoing, the parties agree that Client, in its sole discretion, shall determine the suitability of Health Care Personnel to provide services for Client.
- b.** Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified Health Care Personnel. Client further acknowledges that the ability to attract and retain qualified Health Care Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, and that SHC's database of Health Care Professionals constitute an asset of SHC, which is confidential, proprietary and not disclosable to Client.
- c.** Client shall provide clinical direction, supervision, management, and productivity expectations to Health Care Personnel while providing professional services under this Agreement. To the extent that Health Care Personnel provide health-related services to Client's students, Client will ensure such services comply with all treatment plans and is consistent with Client's students' best interests, as determined by Client. Client agrees that SHC is not responsible for Health Care Personnel's productivity while on assignment; therefore, Client will pay invoiced amounts in full without regard to productivity requirements placed on Health Care personnel by Client.
- d.** Client shall be responsible for educating the Health Care Personnel regarding Client's policies and procedures concerning its operations and student care, and communicating its expectations regarding the professional services to be rendered by Health Care Personnel pursuant to this Agreement.
- e.** Client will not require Health Care Personnel to perform in a manner other than that which is reasonable and customary within their profession. Health Care Personnel shall not be requested to perform services outside the general job description provided by Client and/or the education, licensing, certification, skills or clinical competence of the Health Care Personnel. Prior to providing services, Client shall ensure that Health Care Personnel receive proper orientation to the Client's policies and procedures related to the student care area to which they are assigned, floated or reassigned.
- f.** Client shall provide SHC information and copies of Client policies to orient Health Care Personnel, as requested by client.
- g.** Client agrees that it shall not either, directly or indirectly, employ or attempt to employ, a Health Care Professional (i) referred by SHC to Client for one year from the date of the referral; or, (ii) if the Health Care Professional provides services through SHC to the Client, during the assignment and one year after its termination. Notwithstanding the foregoing in this Section 2.g., Client may hire the Health Care Professional with written consent of SHC or by complying with Schedule A ("Billable Employment Conversion Costs").
- h.** Client will immediately notify SHC via written correspondence, fax, email or phone, of the initiation of any licensing issues, clinical and student care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding SHC Health Care Personnel. The notification should include, but are not limited to: risk management actions or concerns; occupational/safety hazards, events or injuries; events or sentinel events of which Client is aware regarding Health Care Personnel. Written description of SHC Quality Assurance process is available upon request. Client will make available an appropriate panel for peer review as necessary.
- i.** Client agrees that Health Care Personnel who are required to travel away from home to fill an assignment will be retained for full time positions for a period of 13 weeks ("Travel Assignments"), unless otherwise agreed by the parties in a signed Confirmation of Assignment ("COA"), which is incorporated herein by reference. Full time is defined as a minimum of 36 hours per week.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- j. Client will not discriminate in employment or referral of Health Care Personnel on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap.
- k. Client will maintain in clean and good working order its facilities, machines and equipment; provide currently and appropriately trained staff and supervisory personnel; and provide an acceptable working environment. Client will not entrust Health Care Personnel with access to cash, credit cards or negotiable instruments.
- l. Client represents that it is neither currently being investigated nor has been previously indicted by any state or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs administered by, through or under any state or federal agency.
- m. Client may request that SHC terminate any Health Care Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training and experience; fails to follow Client's policies and procedures, or fails to engage in commonly accepted standards of care. Client agrees that it will pay for all services performed up to the date of termination. Client will provide specific basis for the request for termination, in writing, which will be referred to the Health Care Personnel and reported, as required, to state professional licensing standards and SHC's Quality Assurance.
- n. Client will not give access to Health Care Personnel confidential medical records in violation of HIPAA.
- o. Client acknowledges that SHC provides a valuable service to Client for which it will, pursuant to the terms of this Agreement and/or industry standards or practice, compensate SHC.
- p. In the event Health Care Personnel are injured in performing duties for Client, Client shall cooperate with SHC's investigation and response to such injury, including any need for light duty assignments.

3. COMPENSATION AND BILLING:

- a. SHC will bill Client weekly for its services in accordance with the rate schedule attached as Schedule "A" (Rate Schedule). SHC reserves the unilateral right to increase the stated rates, due to increased employment costs, upon thirty (30) days written notice to the Client.
- b. The Rate Schedule will remain in effect for the term of the Agreement unless SHC provides Client a written notice of rate increase as set forth in paragraph 3.a above.
- c. Mileage costs will be invoiced by SHC and paid by Client, unless stated in the Rate Schedule.
- d. The Rate Schedule is inclusive of all costs associated with the specific assignment, such as wages, payroll taxes, insurance, and meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. SHC and Client have entered into a reimbursable arrangement requiring SHC to maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section 274(d), which will be provided to the Client by invoice.
- e. Invoices are due upon receipt. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within 14 days of receipt are conclusively presumed to be valid and accepted by Client.
- f. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Health Care Personnel under this Agreement, which includes any of Client's billing issues based on Health Care Personnel's productivity requirements as defined by Client.

- 4. **TERM:** The term of this Agreement, is twelve (12) months from the date first stated above, unless sooner terminated by either party under this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. However, scheduled assignments then occurring shall be completed and compensation paid to SHC. In the case of a breach of this Agreement, the non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection, or any material breach of the Agreement.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- 5. RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are independent contracting entities and do not create a joint venture, partnership or association under federal or state law. Client shall not make any payment to Health Care Personnel, unless authorized in writing by SHC.
- 6. INDEMNIFICATION:** Each party to this Agreement agrees that they shall hold harmless, indemnify and defend the other party, its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, including reasonable attorney's fees and court costs to the extent caused by any act or omission on the part of the other party, its agents, contractors or employees. SHC shall indemnify and defend Client against any claims by its Health Care Personnel for unpaid wages or workers' compensation, subject to SHC's right of subrogation.
- 7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDEMNIFICATION OR DEFENSE, OR ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES, DAMAGES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION OF A PARTY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, IN AN AMOUNT WHICH EXCEEDS THE TERMS AND CONDITIONS OF A PARTY'S THEN EXISTING AVAILABLE AND APPLICABLE INSURANCE COVERAGE.**
- 8. MAINTENANCE OF BOOKS AND RECORDS:** SHC shall keep and maintain records relating to services rendered hereunder as may be required by Client or by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for SHC's services are submitted which shall not be less than five (5) years from dates of services. Upon reasonable notice to SHC, Client shall have the right to inspect SHC's records, relating to services rendered under this Agreement, upon not less than fifteen (15) business days' written notice. Client shall pay all costs of requested copying.
- 9. COMPLIANCE:** Performance under the Agreement shall be: (a) in substantial compliance with all applicable federal, state, and local laws, rules, ordinances and regulation; and (b) consistent with the reasonable and lawful policies and procedures of the Client. SHC shall not knowingly jeopardize the licensure of the Client or its participation in the Medicare and/or Medicaid programs.
- 10. NON-APPROPRIATION OF FUNDS:** It is understood and agreed between the parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this agreement, Client shall immediately notify SHC of such occurrence and this agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client of any kind whatsoever.
- 11. OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Health Care Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Health Care Personnel shall in no way be liable or legally responsible to anyone for the Client's use of any such materials, or following termination.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

12. **CONTINGENT FEES PROHIBITED.** The SHC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
13. **SUSPENSION AND DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signature below the parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
14. **NOTICES:** Unless otherwise provided in this Agreement, Notice provided under this Agreement shall be deemed to have been delivered, when sent through US mail, postage pre-paid, certified, return receipt requested, five (5) days after mailing; or, by overnight mail, upon receipt, to the address of a party stated below.

Client:

City School District of the City of
Niagara Falls

630 66th Street
Niagara Falls, NY 14304
Attn: Mark Laurrie

SHC:

SHC Services Inc.
1640 W. Redstone Center Drive,
Suite 200 Park City, Utah 84098
Attn: Contracting Department

The address for Notice may be changed in writing by providing the other party a new address for serving the Notice. In the event of a critical situation, service of a Notice by facsimile or email will accomplish delivery of a Notice, if the noticing party provides proof of receipt.

15. **CONFLICT OF INTEREST.** SHC hereby certifies and represents that none of the Client's officials, employees or agents has any significant financial or other pecuniary interest in the SHC's business enterprise or in the performance of this Agreement or any Assignment, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the Client.
16. **MISCELLANEOUS:**
- The laws of the State of New York govern the interpretation and construction of this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
 - Neither party may assign this Agreement without the prior, written approval of the other.
 - This Agreement shall constitute the entire Agreement of the parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the parties with respect to the matters addressed herein. This Agreement may be amended at any time by mutual agreement of the parties, providing that such amendment is in writing and executed by both parties hereto, with the exception of the Rate Schedule which can be unilaterally updated by SHC as provided for in Section 3.a above.
 - In the event that any clause in this Agreement is found to be invalid or unenforceable, all other clauses are severable and will remain in full force and effect.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission showing the signatures of the parties hereto.
- f. The parties agree that the terms and conditions of this Agreement are confidential. Neither party shall distribute this Agreement, or any part thereof, to third persons unless required by law or court or administrative order.
- g. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.
- h. The undersigned represents that he/she is duly authorized by the Client to enter into this Agreement and bind the principal to performing the terms and conditions of this Agreement.
- i. Subsections 1.k., 2.g., 2.p. and Sections 6 and 7 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and entered into this Agreement as of the Effective Date set forth above.

**SHC SERVICES, INC. dba
SUPPLEMENTAL HEALTH CARE**

**CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS**

By: _____

By: _____

Name: Laeni Mazurkiewicz

Name: _____

Title: Senior Market Manager

Title: _____

SCHEDULE A

Bill Rates:

Specialty	Hourly Rate
PT	\$56-\$60
OT	\$56-\$60
SLP	\$57-\$61
PTA	\$39-\$44
COTA	\$39-\$44
RN	\$50
LPN	\$38

***All rates are all-inclusive of payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.**

Confirmation of Assignment. The rates above are the minimum base rates for this Agreement; however, the parties acknowledge that depending on the length of the job assignment, specific credentialing requirements, and/or the availability of staff, there may be times that the actual bill rate will exceed the rates set forth above. Therefore, the parties have/will execute a Confirmation of Assignment (COA) that will set out the specific requirements for the assignment as well as the applicable bill rate.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

Minimum Guarantee. Client agrees to schedule all Health Care Personnel confirmed for either a Travel Contract period and/or Local Contract for the weekly minimum hours of forty (40) for all eight (8), ten (10) or any combination of eight (8) or ten (10) hours shifts; and a minimum of thirty-six (36) hours for all twelve (12) hour shifts ("Minimum Hours") and to guarantee the total assignment hours ("Minimum Assignment Hours") for the assignment as specified on the COA. The calculation of the guaranteed minimum work week includes regular, call back and overtime hours worked, but does not include any "on-call" time. Client may place such Health Care Personnel in normal rotation to transfer/float in accordance with section 2.e of this Agreement, if necessary, in order to meet the Minimum Assignment Hours requirement. Notwithstanding the foregoing, the Minimum Hours or Minimum Assignment Hours shall not apply to Health Care Personnel who are assigned to the Client on a per diem basis.

Breaks/M meal Periods. Client shall provide Health Care Personnel all breaks and meal periods required pursuant to state and federal law. It is the Client's responsibility to ensure that such break/meal period is identified on the Health Care Personnel's time sheets prior to approving such time sheet.

Mileage Costs: Client shall be invoiced and shall pay the then-current IRS Standards, for all local mileage for Health Care Personnel while traveling between Client's facilities.

Meals and Lodging Costs: All rates set forth herein are inclusive of meals and lodging costs, if incurred.

Workweek: SHC's workweek is defined as Sunday – Saturday. **Cancellations:**

- **Contract Assignments:** If Client wishes to cancel a contract assignment before such assignment begins, Client must provide SHC at least fourteen (14) days prior written notice of the scheduled commencement date of that assignment. If less than fourteen (14) days' notice is provided, then Client shall be invoiced a penalty equal to three (3) shifts of said assignment.
- **Travel Assignments:** If Client wishes to cancel a travel assignment that has begun, Client shall provide SHC with a minimum of thirty (30) days prior written notice and SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than thirty (30) days' notice is provided, Client shall pay the total contracted amount for such travel assignment as if the Health Care Personnel had worked the full assignment as well as any costs incurred for travel and lodging that could not be cancelled due to the short notice.
- **Per Diem Assignments:** If Client wished to cancel a per diem assignment prior to assignment begins, Client must provide SHC with twenty-four (24) hours prior notice of cancellation; otherwise a four (4) hour minimum billing will be assessed.

Billable Employment Conversion Costs: A Health Care Personnel may be employed by the Client after the completion of 1,040 hours of service as an SHC employee at the Client facility and Client pays to SHC a fee of \$7,000 for the positions of PT/OT/SLP/RN and \$5,000 for the positions of PTA/COTA/LPN/LVP and \$2,500 for CNA. As clarification of Section 2.g., any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly, or through another staffing referral company, for one year following the submission of the application.

Direct Placement Fee: In the event the Client wishes to have SHC to conduct a search for qualified candidates to be hired by Client ("Candidate"), Client agrees to pay SHC a recruitment fee of 20% of the Candidate's first year salary, for any Candidate presented to Client by SHC who accepts a position with any clinic, group or organization owned, operated, subcontracted with or otherwise affiliated with Client whether or not in Client's actual community. This recruitment fee shall apply to each Candidate introduced by SHC for a permanent position, whether the Candidate has actually performed medical services through SHC. The fee will be due when an employment agreement, either written or verbal, is reached between the Client and the Candidate, or on the first day that the Candidate begins work for Client, whichever comes first.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

Increase of Bill Rates: SHC reserves the right to unilaterally amend this Schedule A to increase the rates set forth above: (1) in the event there is an increase in SHC's burden costs as a result of any governmental mandate; and/or (2) at the beginning of each calendar year if there is an increase in the health care index., provided that SHC sends Client a written notice thirty (30) days in advance of such increase.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

BOARD MEMBER RETURNS

Bishop Dobbs returned to the meeting at approximately 6:26 p.m.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Aspire Of Western New York, Inc. a copy of which is attached for the period commencing July 1, 2017 and ending June 30, 2018; and be it further

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 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 Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July 2017, 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 ASPIRE OF WESTERN NEW YORK, INC., 4635 Union Road, Cheektowaga, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 1, 2017, and ending June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District, the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School 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.
5. The School 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
6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Aspire of Western New York, Inc. of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

Aspire of Western New York, Inc.

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Autism Services, Inc. a copy of which is attached for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, 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 AUTISM SERVICES, INC., 4444 Bryant & Stratton Way, Williamsville, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Autism Services of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

Autism Services, Inc.

By: _____

President

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Baker Victory Services Schools a copy of which is attached for the period commencing July 6, 2017 and ending June 30, 2018; 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.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July, 2017, by and between 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 BAKER VICTORY SERVICES SCHOOLS, 650 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of each child so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Victory of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:
Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

BAKER VICTORY SERVICES SCHOOLS

BY: _____

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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

**6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES
SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ___ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT
SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL
YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 music therapy; therefore 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 Agreement; and

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

6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

Agreement to Provide Therapy Services

This agreement between BHSC Services, hereinafter called the "Provider", and Niagara Falls City School District, hereinafter called the "School" is for the provision of music therapy services.

I. Responsibilities of the Provider

1. Provider will provide music therapy services to students with impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Assigned staff will participate in required meetings and conferences as requested by the School.
4. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
5. Provider will submit a completed time sheet to the School on a weekly basis.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.
2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 6, 2017 until June 30, 2018 and will be reviewed by both parties on an annual basis.

For: BHSC Services

Date

For: City School District of the City of Niagara Falls

Date

NEW YORK STATE)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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 ____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with the Buffalo City School District – School 84 for the period commencing September 1, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, 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 THE BUFFALO CITY SCHOOL DISTRICT, 708 City Hall, Buffalo, NY, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
4. The School 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.
5. The School 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

**6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT
– SCHOOL 84 FOR 2017-2018 SCHOOL YEAR (cont'd.)**

6. This Agreement shall expire on June 30, 2018.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:
Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

Buffalo City School District

By:

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with BUFFALO SPEECH AND HEARING CENTER for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2017, by and between the BOARD OF EDUCATION OF 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 BUFFALO SPEECH AND HEARING CENTER, 50 E North St., Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.
5. The School 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
6. This Agreement shall expire on June 30, 2018.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

BUFFALO HEARING AND SPEECH CENTER

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Cantalician Center for Learning for the period commencing July 6, 2017 and ending June 30, 2018; 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.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Cantalician Center for Learning of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

CANTALICIAN CENTER FOR LEARNING

By:

President

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board approve the Agreement with Center for Handicapped Children for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 CENTER FOR HANDICAPPED CHILDREN, 80 Lawrence Bell Drive, Suite 115, Williamsville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School 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.
5. The School 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
6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Center for Handicapped Children of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

CENTER FOR HANDICAPPED CHILDREN

By:

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2017-2018

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 6, 2017 and ending June 30, 2018 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.

Agreement to Provide Therapy Services

This agreement between Community Based Therapies, hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of occupational therapy and/or physical therapy services on behalf of the School to be provided at West Buffalo Charter School.

I. Responsibilities of the Provider

1. Provider will provide Related Services to children with motor-sensory impairments as assigned by School supervisors.
2. School supervisor will contact Provider supervisor when a new case arises. Once notified, the Provider will make its best effort to assign a therapist in a timely manner and accommodate the student's and therapist's scheduling needs.
3. The Provider will complete any required documentation for consultation services in accordance with School or standard procedures.
4. The Provider will assure clinical competence and credentials of the assigned consulting staff in accordance with this Agreement.

**6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES
FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY
FOR 2017-2018 (cont'd.)**

5. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.
6. Assigned Provider staff will participate in CSE meetings and parent conferences as requested by the School.
7. All assigned staff will have been fingerprinted before commencing services.
8. The Provider will submit case related paperwork (e.g. evaluation report, daily logs); completed time sheet; and service log to the School in a timely fashion.

II. Responsibilities of the School

1. The School agrees to pay Provider, for services provided, pursuant to this agreement, through Provider's billing agent, BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes therapy and any paperwork, consults or meetings required. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting).
2. The School agrees to submit payment to BHSC Contract Services within thirty (30) days of receipt of the monthly billing invoice.
3. The School agrees not to hire or solicit for hire any employees, or former employees who provide services under this Agreement for a period of one (1) year following termination of this agreement, or hire or solicit for hire former employees within 90 days of his or her last day of employment with the Provider.
4. In the event the School violates II.3. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

III. Mutual Agreements

1. Either party may terminate this agreement with written notification thirty (30) days prior to actual termination.
2. This contract will be in effect July 6, 2017 through June 30, 2018 and will be reviewed by both parties on an annual basis.

For: Community Based Therapies

Date

For: City School District of the City of Niagara Falls

Date

**6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES
FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY
FOR 2017-2018 (cont'd.)**

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-
2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 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 Agreement with Gateway-Longview for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 GATEWAY-LONGVIEW, 6350 Main Street, Williamsville, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 SCHOOL YEAR (cont'd.)

School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Gateway-Longview of its intention to terminate.

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 SCHOOL YEAR (cont'd.)

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

Gateway-Longview

By:

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, 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 INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 HERITAGE CENTERS, THE ERIE COUNTY CHAPTER, of NYSARC, Inc., 777 Maryvale Dr., Cheektowaga, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.
5. The School 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
6. This agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) day written to Heritage Centers of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

(SEAL)

Attest:

Clerk

(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

Heritage Education Center

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF ERIE)

On this _____ day of _____, 2017, 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

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
) :ss
COUNTY OF NIAGARA)

On this ____ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, 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 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

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 with Kenmore-Tonawanda Union Free School District a copy of which is attached for the period commencing September 1, 2017 and ending June 30, 2018; and be it further

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 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 Agreement; and

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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2017, 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 Kenmore- Town of Tonawanda Union Free School District, 1500 Colvin Boulevard Kenmore, NY 14223, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such children 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 School at any time when he/she 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/her duly authorized representative.

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:

2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:

- Non-Resident 15:1 Tuition for 17/18 \$26,276.00
- OT Consult \$26.00 per session
- Speech Individual \$3,283.00 per year
- Speech Group \$1,642.00 per year
- Personal Aide @ 50% \$16,000.00 per year

for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Kenmore-Town of Tonawanda Union Free School District of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

Kenmore-Town of Tonawanda Union Free
School District

By: _____

President

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Randolph Academy UFSD - Hamburg Campus for the period commencing July 6, 2017 and ending June 30, 2018; 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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 RANDOLPH ACADEMY UFSD - HAMBURG CAMPUS, 3780 Howard Road, Hamburg, New York, party of the second party, herein called the School.

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and

**6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY
UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Hopevale-Randolf Academy UFSD of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

RANDOLPH ACADEMY UFSD – HOPEVALE
CAMPUS

By: _____

PRESIDENT

**6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY
UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY &
YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 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 Agreement with New Directions Family & Youth Services for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this_____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 NEW DIRECTIONS FAMILY & YOUTH SERVICES, 6395 Old Niagara Road, Lockport, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR (cont'd.)

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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School 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.
5. The School 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
6. This Agreement shall commence July 6, 2017 and terminate on June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to New Directions of its intention to terminate.

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR (cont'd.)

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

NEW DIRECTIONS FAMILY & YOUTH SERVICES

By:

President

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2017-2018 School Year; 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.

AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2017, 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 the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621-10th Street, Niagara Falls, New York 14301, party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on July 6, 2017, and ending on June 30, 2018, Memorial Medical Center will provide adequate and sufficient occupational therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall 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 service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
 - e. Direct student care and implementation of home program
 - f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Certification "Of Under the Direction and Accessibility" of Supervision of occupational therapy support staff
 - i. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - j. Refer students to the Committee on Special Education who may need evaluation or service
3. Memorial Medical Center 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 Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
4. The School District agrees:
 - a. To provide suitable treatment and classroom facilities for occupational therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal occupational therapy care.

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

- b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend an occupational therapy session.
- c. To pay the sum of \$ 122.38 for each occupational therapy evaluation.
- d. To pay the sum of \$48.53 per classroom consultation per classroom contact. (For students on consultation only.)
- e. To pay the fixed sum of \$ 223.66 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.

6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

By: _____

President

STATE OF NEW YORK)

)**:ss**

COUNTY OF)

On this ____ day of _____, 2017, 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

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2017 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2017-2018 School Year; 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 2017-2018 SCHOOL YEAR (cont'd.)

AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____day of July, 2017, 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 the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621 -10th Street, Niagara Falls, New York 14301 party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, Memorial Medical Center will provide adequate and sufficient physical therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall 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 service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
 - e. Direct student care and implementation of home program

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

- f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - i. Refer students to the Committee on Special Education who may need evaluation or service
- 3. Memorial Medical Center 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 Physical Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
- 4. The School District agrees:
 - a. To provide suitable treatment and classroom facilities for physical therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal physical therapy care.
 - b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend a physical therapy session.
 - c. To pay the sum of \$ 122.38 for each physical therapy evaluation.
 - d. To pay the sum of \$ 71.74 for each thirty (30) minute unit of individual therapy.
 - e. To pay the sum of \$ 85.45 for each thirty (30) minute unit of group therapy.
 - f. To pay the sum of \$49.58 for each classroom consultation or visitation.
- 5. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.
- 6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

By:

President

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2017, 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 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Stanley G. Falk School for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 STANLEY G. FALK SCHOOL, 848 Delaware Avenue, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Stanley Falk of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

STANLEY G. FALK SCHOOL

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this _____ day of _____, 2017, 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

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ___ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR
2017-2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 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 with Summit Educational Resources for the period commencing July 1, 2017 and ending June 30, 2018; 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.

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 SUMMIT CENTER, 150 Stahl Road, Getzville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School and the School District shall hold harmless and indemnify each other from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School 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

6. This agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Summit Educational Resources of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

THE SUMMIT CENTER

**6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR
2017-2018 SCHOOL YEAR (cont'd.)**

Attest:

By: _____

PRESIDENT

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH
AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR
PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC.
7/6/17—6/30/18**

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

WHEREAS, The District has hired The Summit Center, Inc. as an independent agency to render professional services and consultation; and

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

WHEREAS, The current term of this Contract is for the period July 6, 2017 through June 30, 2018; 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 \$15,000.00 (100 total hours) and will be billed monthly; therefore be it

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 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 Agreement; 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 6th day of July, 2017 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 The Summit Center, Inc. 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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder 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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder which shall include but not be limited to the following:

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

- a. small and large group professional development as defined by the District
- b. consultation services related to the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

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 monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$150 per hour. Total billable hours for services shall not exceed eighty (80) hours. 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 6, 2017 through June 30, 2018, provided, however, that any party may at any given time terminate this Contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

8. Assignment: The services to be rendered by the second party under this Contract are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Contract and any attempted such transfer, assignment or delegation shall be wholly void.

9. Entire Contract: This Contract 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 Contract on the day and year first above written.

The Summit Center, Inc.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____, 2017, 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 _____, 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

WHEREAS, The Lease will become effective July 7, 2017 and terminate June 30, 2018; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, a copy of which is attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities to be effective July 7, 2017 and terminate June 30, 2018; and be it further

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

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

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

LEASE BETWEEN
NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC.
AND
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

This Lease, made this 7th day of July, 2017, 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 District leased space in Niagara Falls High School to the Police Athletic League to conduct its community and student based programs; 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

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

WHEREAS, The District desires to continue to lease space at Niagara Falls High School to permit PAL to continue to conduct such activities and to allow the District to continue 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.
 - 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, lacrosse, soccer, softball, chess 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 Lease 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.

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

4. At the expiration of this Lease, 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 term of this Lease shall be July 7, 2017 through June 30, 2018. Notwithstanding the foregoing, either party may terminate this Lease at any time and for any reason upon giving the other party ninety (90) days written notice of its intent to so terminate, and this Lease shall terminate ninety (90) days from the date of said notice.

IN WITNESS WHEREOF, the parties have executed this Lease 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: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 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

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.

LEASE AGREEMENT

This is a Lease Agreement by and between the City School District of the City of Niagara Falls, New York, a school district created and existing pursuant to the laws of the State of New York, hereinafter sometimes referred as “the District”, with its principal offices at 630 66th Street, Niagara Falls, New York, 14304, and the Orleans/Niagara Board of Cooperative Educational Services (Orleans/Niagara Board of Cooperative Educational Service (Orleans/Niagara BOCES), hereinafter sometimes referred to as “the BOCES”, created and existing under the laws of the State of New York, with its principal offices at 4232 Shelby Basin Road, Medina, New York 14103.

1. Premises:

The District hereby leases to BOCES at no cost and BOCES hereby leases from the District the use of certain space in the District’s Central Office Building located at 630 66th Street, Niagara Falls, New York 14304.

The District shall also permit the BOCES at no cost, to use in common with others the common areas which shall include but not be limited to lavatories, hallways, staff rooms and parking areas, respectively (“shared use space”), during such times as the building is opened which use shall be subject and subordinate to and in accordance with a scheduling determined solely by the District and subject to the normal and reasonable business operations procedures of the District.

The area specifically leased by the BOCES, together with the above-referenced shared use space, shall hereinafter be referred to as "the leased premises".

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

2. Use:

All leased space located at 630 66th Street, Niagara Falls, New York is to be used for Copy room services and staff preparation space for the BOCES' staff and for related office and program support functions.

The use of the shared use space shall not interfere with or infringe upon the scheduling of programs related to the educational objectives and the purposes and other use agreements of the District which shall have priority. Should the space be needed by the District, it may be reduced or this Lease may be terminated pursuant to paragraph 7(A)(i) of this Agreement.

3. Term:

The term of this Agreement shall commence on the date(s) each school board approves the lease, and continue thereafter until terminated, provided, the District and/or BOCES shall terminate this Lease as provided in paragraph "7" herein.

4. District Obligations:

The District shall, at its expense, during the Lease term:

- a. Perform any and all necessary (major and minor) exterior or interior maintenance or repairs to the leased premises, including but not limited to maintenance or repair of the buildings' foundation(s), bearing walls, exterior or interior walls, sub flooring, roofing, exterior or interior doors, boilers, heating systems, ventilation systems, air conditioning systems, windows and skylights (if any);
- b. Furnish utility services, including heating fuel(s), electricity, water service, sewage service and telephone service, to the leased premises;
- c. Maintain the electrical, plumbing and sewage systems for the leased premises;
- d. Clean and maintain the leased premises in presentable condition; and
- e. The District shall assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the District, its agents, representatives, employees, patrons, volunteers, contractors, or others claiming and using the premises through the District.

5. BOCES Obligations:

The BOCES shall, at its expense, during the Lease term:

- a. Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents, representatives, employees, patrons, volunteers, contractors or others claiming and using the premises through BOCES;
- b. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District as an additional party insured in an amount of One Million Dollars (\$1,000,000.00) for loss of life or bodily injury to one or more persons and Three Hundred Thousand Dollars (\$300,000.00) for property damage due to fire, with an umbrella excess coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) for loss of life or bodily injury and property damage (provided that the property is not under the BOCES' care, custody and control) arising from the BOCES' use and

occupancy of the leased premises and/or the equipment therein and/or occurring on the premises.

6.52 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 insurance shall name the District as an additional insured. The BOCES shall furnish the District with certificates of such insurance no later than thirty (30) days prior to commencement of the term,

which certificates shall provide among other things that the insurance shall not be canceled except upon (30) days prior written notice to the District.

- c. Allow an authorized agent of the District to enter the leased premises at all hours and at all times during the term of this Lease for any purpose whatsoever, but shall make reasonable effort not to disturb the leased premises or disrupt the operations of the BOCES for the purpose of inspecting the premises.
- d. Make every reasonable effort to keep clean and orderly the leased premises.
- e. Not assign or pledge nor let or underlet the whole or any part of the leased premises, nor make any alteration therein without the written consent of the District under the penalty of forfeiture and damages.
- f. Quit and surrender the leased premises at the expiration of the term in as good a state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- g. Shall not be obligated for nor pay additional cost for the operation of the leased premises if required to be opened by BOCES on dates closed by the District. Said times shall be consistent with the adopted BOCES Regional Calendar annually provided to the district.

6. Quiet Enjoyment:

Upon the BOCES's performance of all of the covenants and conditions on its part to be performed, the BOCES shall peaceably and quietly hold and enjoy the leased premises for the term hereby granted, without hindrance or interruption by the District, subject to the covenants and conditions contained in this Agreement.

7. Termination:

- A. The District shall have the right to reduce the size of the rented premises without penalty or any other further obligation upon thirty (30) days written notice to the BOCES upon:
 - (i) Its determination that the premises leased herein are needed by it for other educational and or administrative purposes, and the lack of such space would require it to obtain space elsewhere to conduct its business, however, that should the District terminate this Lease or reduce the size of the rented premises pursuant to this provision it shall make a reasonable effort to provide comparable space at like terms to BOCES within the District;
 - (ii) Failure of the BOCES to abide by any of the covenants, terms and provisions of the Agreement;
 - (iii) The destruction of the leased premises and the determination of the District not to rebuild and/or repair the premises.
- B. The District will give BOCES written notice at least 30 days prior to the effective date of any such reduction of space for rented premises as provided in 7(A).
In the event of the default by BOCES of any provisions of this Lease to be performed by BOCES, the District shall give notice to BOCES of the default and demand it be

cured within thirty (30) days of the date of such notice. In the event BOCES fails to cure the default within said thirty (30) day period, the District may terminate the lease.

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

- C. Notwithstanding anything in this paragraph 7 to the contrary, the District and BOCES shall each have the right to terminate this Lease or reduce the space of rented premises effective on July 1, of each year, provided the party so requiring such termination or reduction gave written notice to the other party on or before June 1 of the said year.

8. Entire Agreement:

This agreement contains all of the terms and conditions of the Lease between the parties, and there are no other terms and conditions with regard to same.

9. Severability:

If any of the provisions, terms or clauses contained in the Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction, then such provisions, terms or clauses shall be deemed severable, such that all other provisions, terms or clauses contained in this Agreement shall remain valid and binding upon both parties.

In Witness Whereof, the parties have executed this Agreement on the dates stated herein below:

FOR THE DISTRICT:

Signature
Title: President

Date_____

FOR THE BOCES:

Signature
Title: _____

Date_____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 continue to lease for space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union placed both phone and internet service into their name and agrees to continue to pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, A lease has been negotiated, the terms and conditions of the Lease are subject to the requirements of the Superintendent and the School District Attorney; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community Education Center, 6040 Lindbergh Avenue, commencing July 7, 2017 and continuing to June 30, 2018 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 The Niagara Falls Teachers' 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.

LEASE

THIS IS A LEASE, dated as of the 7th day of July, 2017, between CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, a school district organized under the laws of New York State, having its principal office at 630-66th Street, Niagara Falls, New York 14304 (the "Landlord"), and NIAGARA FALLS TEACHERS' CREDIT UNION, having its principal office at 6040 Lindbergh Avenue, Niagara Falls, New York 14304, (the "Tenant").

1. PREMISES. The Landlord leases to the Tenant, and the Tenant takes from the Landlord, space at 6040 Lindbergh Avenue, Niagara Falls, New York. The Tenant shall enjoy use of common areas as approved by the Landlord and in compliance with all rules and regulations regarding use of facilities.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

2. TERM. The Premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of twelve (12) months, commencing on July 7, 2017 and ending on June 30, 2018, and are terminable upon 30 days written notice by either party.

3. USE AND OCCUPANCY. The Tenant shall use the Premises only for the Tenant's normal activities. The Premises are available to the Tenant on the basis of the Landlord's calendar during normal work hours (7:00 a.m. to 8:00 p.m., Monday through Friday). The Premises are not available to the Tenant during the Landlord's holidays or emergency closings. The Tenant shall pay to the Landlord any out-of-pocket expenses for use outside of normal working hours.

4. RENT. The Tenant shall pay rent to the Landlord, at the address set forth in the first paragraph of this Lease, as follows. The annual rent shall be THREE THOUSAND DOLLARS (\$3,000.00), to be paid in twelve (12) equal monthly installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS. The Landlord shall be responsible for, and shall perform at the Landlord's expense, all necessary structural repairs to the Premises and the building and all regular exterior maintenance, excepting such repairs as are occasioned by the Tenant's willful or negligent acts. Such structural repairs and exterior maintenance to be performed by the Landlord shall include, without limitation, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, the roof, exterior doors, boiler(s), if any, the heating system, windows and skylights, if any. The Landlord shall also maintain the electrical, plumbing, sewage and air-conditioning systems, if any. The Landlord shall provide snow removal services, shall be responsible for opening and closing the building each day it is used by the Tenant and shall provide security for the building.

The Tenant shall take possession of the Premises in its present condition. The Tenant shall use reasonable care to keep the Premises in good order. The Landlord shall be responsible for all sweeping and routine maintenance of the Premises. The Landlord shall furnish and, as may become necessary, shall replace exterior and interior light bulbs.

During the term of this Lease, or any renewal or extension hereof, the Tenant shall have the right to make renovations to the Premises only in accordance with plans and specifications approved in advance of such renovations by the Landlord.

At the expiration of the Lease term or any extension thereof, the Tenant shall vacate the Premises, leaving the same in broom clean condition. The Tenant shall not be responsible for removing any of the improvements to the Premises constructed by the Tenant or on the Tenant's behalf.

6. UTILITIES. The Landlord shall provide and pay the cost of all utility services, except phone and internet services, attributable to the Premises, including, without limitation, gas, electrical, water service and sewer rents.

The Tenant shall have the phone and internet service maintained in Tenant's name and make all monthly payments for their services directly to the carriers selected.

7. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the Premises, the Tenant shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction over the use and occupancy of the Premises. The Tenant will indemnify the Landlord against, and save the Landlord harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by the Tenant, its agents and employees. The Landlord

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction with respect to all aspects of the Premises and the improvements thereon other than those relating to the Tenant's use and occupancy. Such responsibility of the Landlord shall include the structure of the improvements on the Premises, the composition of such structures and the components thereof, the design and construction of such improvements, and the compliance as of the date of this Lease and during the term hereof of such improvements with all such valid governmental and insurance requirements. The Landlord will indemnify the Tenant against, and save the Tenant harmless from, any penalty or charge imposed and any damage incurred on account of any violation of this paragraph 7 by the Landlord, its agents and employees.

8. ACCESS TO PREMISES. The Landlord and its agents may enter and examine the Premises, in such a manner as not to interfere with the Tenant's use, at all reasonable times during business hours.

9. TOTAL OR PARTIAL DESTRUCTION. If the Premises are partially damaged by fire or other cause, the Landlord shall repair the damage, at its expense, and the rent shall be apportioned according to the portion of the Premises which is untenable until the repairs have been made. If the building on the Premises is totally destroyed, or is rendered untenable and unfit for occupancy by fire or other cause, and if the Landlord shall decide not to restore or rebuild, the Landlord may, within thirty (30) days after such casualty, give the Tenant written notice of such decision, which shall be given as provided in paragraph 21, and the term of this Lease shall expire by lapse of time on the third day after such notice is given, and the Tenant shall vacate the Premises and surrender them to the Landlord promptly. If the Tenant is not in default under this Lease at its termination as provided in this paragraph, the Tenant's liability for rent shall cease as of the day following the casualty. The Tenant expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

10. WAIVER OF SUBROGATION. Each party waives on behalf of its property insurer, all claims or rights of subrogation of any such insurer, against the other party for loss of or damage to the property to insured, other than loss or damage resulting from the willful act of the other party. Each party will maintain adequate insurance in its property, provided, however, that:

- (a) such waiver shall be ineffective as to any insurer whose policy of insurance does not permit it;
- (b) each party seeking the benefit of the foregoing waiver shall:
 - (i) request the other party to submit copies of its insurance; and
 - (ii) pay any additional charge imposed upon the other party for such waiver.
- (c) neither party shall be liable to the other under subparagraph (b), except for willful failure to comply with any request pursuant to subparagraph (b).

11. EMINENT DOMAIN. If all or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day possession is required for any public purposes, and the rent shall be paid up to that day, and from that day either the Landlord or the Tenant may, at its option, either:

- (a) cancel this Lease and declare it null and void as to the entire Premises; or
- (b) allow the Lease to continue under its terms, except that the rent shall be reduced in proportion to the amount of the Premises taken.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

All damages awarded for any taking shall belong to the Landlord, whether they are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, except for any portion of the award made to the Tenant for loss of business and except for any portion the award attributable to any improvements to the Premises made at the Tenant's expense.

12. ASSIGNMENT AND SUBLETTING. The Tenant shall not have the right to sublet or assign the Premises or any part thereof for the whole or any part of the term of this Lease, without the Landlord's prior written consent.

13. INSURANCE. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for fire and other risk insurance on the Tenant's personal property on the Premises.

The Landlord shall not be liable to the Tenant for any loss or damage either to person or property. The Tenant shall hold the Landlord harmless from legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Tenant's use or occupancy of the Premises, occasioned wholly or in part by any negligent act or omission of the Tenant, its agents, contractors, employees or others claiming through the Tenant. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for insurance coverage in the following amounts:

<u>Type of Policy</u>	<u>Limits of Liability</u>	
Workers' Compensation	Statutory	
NYS Disability	Statutory	
General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal and Advertising Injury
	\$1,000,000	Per Occurrence
	\$ 250,000	Fire Damage
	\$ 5,000	Medical Payments

Additional Insured: The Niagara Falls City School District with respects to General Liability.

The Board of Education of the School District of the City of Niagara Falls will be held harmless from any and all damages due to Bodily Injury and Property Damage.

At least five (5) days prior to the commencement of the term of this Lease, the Tenant shall furnish the Landlord with a certificate of such insurance, which shall provide that it shall not be cancelable, except upon thirty (30) days prior written notice to the Landlord.

14. NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of the performance of any such covenants or conditions.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

15. DEFAULT. If the Tenant defaults in the payment for the rent, or any part of it, and such default continues for a period of fifteen (15) days, or if the Tenant defaults in the performance of any of the other covenants and conditions of this Lease on the part of the Tenant to be performed, and such default continues for a period of thirty (30) days after notice pursuant to paragraph 21 of this Lease, or if the Tenant has not commenced to cure such default and does not continue diligently thereafter to effect a cure of such default after such notice, the Landlord may serve a written notice pursuant to paragraph 21 of this Lease upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of the serving of such written notice, and this Lease shall expire on the date so specified as if that date had been the original date fixed as the expiration date of the term herein granted, and the Landlord may, immediately or at any time thereafter, re-enter and resume possession of the Premises.

16. FIXTURES REMOVAL. Upon the termination of this Lease, the Tenant may remove any of its equipment or trade fixtures regardless of whether they are affixed to the Premises, provided that the Tenant shall repair any damage to the Premises as a result of such removal, and shall restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

17. QUIET ENJOYMENT. Upon the Tenant's payment of the rent and performance of all of the covenants and conditions on its part to be performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby granted without hindrance or interruption by the Landlord, subject to the covenants and conditions of this Lease.

18. LIABILITY. The Landlord and its agents and employees shall not be liable for, and the Tenant waives, any and all claims for damages to persons and property sustained by the Tenant or its agents, employees, invitees, or any person claiming through such parties, resulting from any accident or occurrence upon the Premises, except for the negligence of the Landlord or its agents and employees. This waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing, sewer, water systems or installations or from the operation of such equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of trespassers.

19. BROKER. No broker brought about this Lease, and neither party owes any commission as a result of its execution.

20. NOTICE. All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Landlord or the Tenant, as the case may be, at the address set forth in the first paragraph of this Lease. Either party may change its address by notifying the other of such change.

21. MODIFICATIONS. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. The terms, covenants and conditions contained in this Lease shall bind, and inure to the benefit of, the Landlord and the Tenant and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Lease as of the day and year first above written.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

LANDLORD:

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By _____

President

TENANT:

NIAGARA FALLS TEACHERS' CREDIT
UNION

By _____

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.54 APPROVAL OF RETAINING SERVICES OF UNIFORMED POLICE OFFICERS OF THE DAY FROM THE CITY OF NIAGARA FALLS, NEW YORK AND/OR THE NIAGARA FALLS POLICE DEPARTMENT AS APPROPRIATE

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

WHEREAS; Creating and maintaining a safe and orderly environment in our schools is of paramount importance to the students, staff, parents, and community, and

WHEREAS, To accomplish such it is the recommendation of the administration that the City School District of Niagara Falls continue to request and retain services of uniformed police officers from the City of Niagara Falls, New York to be used at Gaskill Prep School, LaSalle Prep School, and the Community Education Center on days when students are in session for a period not to exceed four hours daily; and

WHEREAS, These officers will increase the safety of students and staff, promote and support organizational strategies that address and prevent causes of crime and dysfunctional behavior by working with administration, staff, and faculty to expand, and enhance the strategies and provide positive role models to students; therefore be it

RESOLVED, That the Board of Education approves retaining services of Uniformed Police Officers from the City of Niagara Falls, New York and/or the Niagara Falls Police Department as appropriate, to be used at Gaskill Prep School, LaSalle Prep School, and the Community Education Center on days when students are in session, for a period not to exceed four hours daily; and further.

RESOLVED, That during the 2017-2018 school year the administration embody in a written Agreement with the City of Niagara Falls and/or the Police Department, the retaining of and the terms and conditions thereof of the Uniformed Police Officers as provided in this resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER

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

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

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 7, 2017 and ending June 30, 2018, a copy of which is attached; 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 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 7th DAY OF July, 2017 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 hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

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 party insured on a primary and non-contributory basis. 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.

6.55 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 7, 2017 through June 30, 2018, 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.
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
Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.56 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 2017; therefore, be it

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August 2017 as it pertains to the 2016-2017 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 2017 which will show all transactions made and approved by the Superintendent of Schools.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.57 APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH BOCES, AND/OR VARIOUS MUNICIPALITIES AND GOVERNMENT AGENCIES

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 City School District of the City of Niagara Falls, 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 City School District of the City of Niagara Falls, 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 that when participating in a cooperative bid prepared and offered through BOCES, to abide by majority decision of the participating districts in regard to quality standards relating to the items being bid; and be it further

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls agrees that unless all bids are rejected, it will, if in its best interest, award contracts according to the recommendations of the group subsequent to their review of the qualifications of the bidder; and be it further

RESOLVED, That any award of contract(s) will conducted and all negotiations will take place directly between the successful bidder and the District for any procurement of goods or services from said bid(s); and be it further

RESOLVED, That the District may purchase from those bids awarded by other public entities which subject to the rules promulgated by the office of Governmental Services and in compliance with General Municipal Purchasing laws and regulations, 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. Bass, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys

Carried

6.58 APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR 2017-2018 MEMBERSHIP IN ASSOCIATION

Mr. Laurie recommends staying as a member of Small Cities.

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

WHEREAS, Membership in the Association provides the District opportunities to share information and participate in opportunities to influence legislation that pertains to issues affecting small city school districts; and

WHEREAS, Association dues are assessed on an annual basis and that those dues are \$7,600 for Fiscal year 2017-2018; therefore be it

RESOLVED, That the Board hereby approves the payment of Annual Membership Dues to New York Association of Small City School Districts in the amount of \$7,600; and

RESOLVED, That the President of the Board be authorized and directed to approve the invoice for these fees for Fiscal year 2017-2018; 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.59 APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 determined that it wants to continually evaluate and 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 various cash flow needs; and

6.59 APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2017-2018

WHEREAS, Capital Markets Advisors, LLC, 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 District previously approved a three year Agreement with Capital Markets Advisors, LLC dated June 1, 2016, subject however to approval in July of each year by the District: and

WHEREAS, The District desires to continue the Agreement with Capital Markets Advisors for an additional year effective July 7, 2017 and to terminate June 30, 2018, and

WHEREAS, The Agreement as proposed contains the fee structure for Capital Markets Advisors, LLC including fees for services connected with issuance of bonds for capital projects, which will be include as incidental expenses in the capital project budget and hourly rate of \$125.00 fee to be charged for other state aid filings and financial advisory services, as the District may need from time to time; now therefore, be it

RESOLVED, That the Board of Education hereby approves the Agreement retaining Capital Markets Advisors, LLC as a Bond Consultant and Financial Advisor to the District for 2017-2018, a copy of which is attached ([BoardDocs, see “Meetings”, 2017, 07/06/2017, 6, 6.59](#)) ; 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.60 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

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

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 7, 2017, expiring on June 30, 2018 unless cancelled by either party with 30 days written notice; and

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in; and

WHEREAS, The District has selected the Limited Preferred Provider Program option for a 2017-18 cost of \$1,500.00 as well as the additional cost of \$648.00 for 36 Non-P3 Service Provider accounts grandfathered and paid by the District; 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 (a copy of which is attached); and further be it

RESOLVED, That the annual maintenance fee for 2017-2018 is \$2,148.00; and further be it

RESOLVED, That this Agreement will commence on July 7, 2017 and expire on June 30, 2018 unless cancelled by either party with 30 days written notice; therefore 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 on the Services Agreement Reinstatement from OMNI attached approving the re-enrollment of the District in their Preferred Provider Program for 2017-2018.

6.60 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.)



Watertown Office Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

ESTIMATE

**Budget Estimate – Third Party Administrative Services
Employer Sponsored 403(b) Plan for the 2017-2018 renewal year.**

Name of Employer: **Niagara Falls City School District**

Billing Type: Preferred Provider Program (P3) - Limited

	<u>Number Accounts</u>	<u>Rate</u>	<u>AMOUNT</u>
P3 Administrative Fee			\$ 1,500.00
Accounts to Non-P3 Service Providers			
403(b) Accounts.....	18	36.00	648.00
457(b) Accounts.....		36.00	0.00
TOTAL Estimate 2017-2018			\$ 2,148.00

NO PAYMENT IS DUE AT THIS TIME.

NY - 546

Phone: (585) 436-OMNI • FAX: (585) 436-3633 • Toll Free: (877) 544-OMNI • www.omni403b.com

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.61 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 - 9/1/17-6/30/18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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, 2017 through June 30, 2018 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, 2017 – June 30, 2018 and

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

**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 City School 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.

6.61 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 - 9/1/17-6/30/18 (cont'd.)

BOCES agrees to: (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.
- Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through BOCES.

Contractee 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 and shall not be increased irrespective of the number of students referred to and/or participating in the program.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.
- 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.
- Assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the Niagara Falls City School District, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through the Niagara Falls City School District.

6.61 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 - 9/1/17-6/30/18 (cont'd.)

Contractee agrees to: (cont'd.)

- 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 and shall not be increased irrespective of the number of students referred to and/or participating in the program.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.
- 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.
- Assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the Niagara Falls City School District, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through the Niagara Falls City School District.
- Terms: Program Cost is \$25,000 for the period of September 1, 2017, through June 30, 2018. Payments are to be made in 2 equal installments. The first installment of \$12,500 is due on December 1, 2017, and the second installment of \$12,500 is due on June 1, 2018. Cost to the Niagara Falls City School District shall not be increased nor shall installment payment amount and/or schedule noted herein be altered, irrespective of the number of students referred to and/or participating in the program. 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. Cost to the City School District of the City of Niagara Falls shall not be increased irrespective of the number of students referred to and/or participating in the program. Students will not be responsible for paying any fees directly to the academic institution.

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

6.61 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 - 9/1/17-6/30/18 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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. Bass, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys

Carried

6.62 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM

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

6.62 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM (cont'd.)

WHEREAS, The Niagara Falls City School District 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; therefore be it

RESOLVED, That the Board approves the Agreement with Ruffell Reimbursements' providing professional review, administrative, and submission services to the NYSED STAC Unit (a copy of which is attached); and further be it

RESOLVED, That the annual fee for school year 2017-2018 be \$13,200, which will be paid at a rate of \$1,100 per month for term commencing July 7, 2017 and ending June 30, 2018, a copy of which is attached; and further be it

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 the Agreement; and

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

6.62 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 City School District of the City of Niagara Falls, (District) and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract Commencing July 7, 2017 and ending June 30, 2017

Compensation \$ 13,200.00 Annually or \$ 1100.00 /Monthly

Service Agreement This Agreement remains current unless there is a change in services or compensation. At that time an amendment can be made to the Agreement. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this Agreement. If Agreement 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 Joseph A. Giarrizzo, Administrator for School Business Services. 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 6/27/17
Joy Ruffell - Owner Date

Appropriate Business Official Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.63 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

It was noted that two years ago, when the State Comptroller's Office was here; they did an audit and indicated that the Board report to the New York State and Local Employees' Retirement System the employees' standard work day schedule. This is your annual approval of that standard work day schedule. Mrs. Dumas will certify and send to the ERS.

Mr. Restaino moved for approval of the following resolution. Bishop 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 requests the Board 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 City School District of the City of 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 (NYERS); and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of President of the Board and properly certify the passage of the Resolution.

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Accountant	7 hrs.	7 hrs.
Administrator for Human Resources	7 hrs.	7 hrs.
Administrator for IS	7 hrs.	7 hrs.
Associate Child Care-6 hrs.	6 hrs.	6 hrs.
Associate Child Care-7 hrs.	7 hrs.	7 hrs.
Associate Classroom	5.5 hrs.	6 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	7 hrs.	7 hrs.
Associate Library	5.5 hrs.	6 hrs.

6.63 APPROVAL OF 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
Associate Physical Ed -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-6.5 hrs.	6.5 hrs.	6.5 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.
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.
Junior Accountant	7 hrs.	7 hrs.

6.63 APPROVAL OF 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
Lead Systems Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Network Engineer	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.
Promise Case Manager	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 Engineer	7 hrs.	7 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.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Cleaner	4.8 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Substitute Nurse	7.5 hrs.	7.5 hrs.
Substitute Safety Officer	8 hrs.	8 hrs.
Systems Engineer	7 hrs.	7 hrs.

6.63 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.64 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. Bishop Dobbs seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

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.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.65, 6.66, 6.67 RESOLUTIONS AMENDING EDUCATION LAW ARTICLES 41 AND 53

Mr. Laurie spoke earlier to the two resolutions that were presented to NYSSBA at the last meeting. Mr. Massaro and Mr. Giarrizzo got a reply back. They were very pleased with our submissions. Mr. Giarrizzo changed a few words, which will be presented in October. He has a copy of the policy with the changed wordage. Mr. Massaro said there are two basic considerations. It is the opinion of the committee that our submission contain three items. Mr. Massaro worked on this with an Attorney of NYSSBA. Resolutions are now acceptable. The three resolutions are what the Board is looking for. This needs approval by the Board.

Mr. Restaino moved for approval of the following resolutions. Mr. Barstys seconded the motion.

6.65 PROPOSED RESOLUTION 1

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would require the submission of nominating petitions for small city school districts 30 days prior to the election.

6.66 PROPOSED RESOLUTION 2

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would establish a 10 day period for the filing and review of any objections to small city school district nominating petitions before the ballot is finalized.

6.67 PROPOSED RESOLUTION 3

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would provide for finalizing the ballot for positions on the small city school district board on the day after a 10 day period for filing and reviewing of any objections to nominating petitions.

6.65, 6.66, 6.67 RESOLUTIONS AMENDING EDUCATION LAW ARTICLES 41 AND 53 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried – Resolutions Approved in Form and for Submission to NYSSBA

7. REVIEW OF THE PROPOSED POLICY(ies)

Mr. Barstys moved that the thirty (30) day tabling requirement for following two policies be waived. Mr. Restaino seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Thirty (30) day tabling requirement waived

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following policy. Bishop Dobbs seconded the motion.

- 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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

- 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.

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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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.

- 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, and where three (3) verbal quotation are stipulated, written documentation recording the three (3) vendors solicited shall be retained.
- 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.
- e) A Selection Criteria will be determined prior to the solicitation of a Request for Proposals by an RFP Selection committee, the committee to be determined by the Superintendent of Schools.

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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

- 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.

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>

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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.

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)

Adoption Date June 22, 2010
Revised August 26, 2010
Readopted: July 6, 2017

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Policy Adopted

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)

Mr. Restaino moved for approval of following policy. 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:

5660 School Food Service Program (Lunch & Breakfast) Policy

WHEREAS, The Board has reviewed and endorsed the recommended policy; therefore,
be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies and waives the thirty-day tabling.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)

School Food Service Program (Lunch and Breakfast)

The Board has entered into an agreement with the New York State Education Department (SED) to District participates in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, to receive commodities and subsidies from donated by the U.S. Department of Agriculture. In return, the District and to accept responsibility for providing free and reduced-price meals to elementary and secondary students in the its schools and serves meals that meet federal requirements of the District.

The Superintendent or designee will have the responsibility to carry out the rules of the School Lunch and Breakfast Programs. The District's Reviewing Official and Verification Official or the Department of Social Services Office of Temporary and Disability Assistance (OTDA) will determine student eligibility. The determination of which students are eligible is the responsibility of the Reviewing Official and Verification Official or the Office of Temporary and Disability Assistance of the Department of Social Services. Appeals regarding eligibility should be submitted to the District's Hearing Official of the District.

The District may allow free or reduced-price meals may be allowed for qualifying District students after receiving attending District schools upon receipt of a written application from the student's parent or guardian or a "Direct Certification" letter from the New York State Office of Temporary and Disability Assistance (OTDA). Applications will be provided by the District to all families.

School officials must also determine eligibility for free or reduced-price meals and milk by using the Direct Certification Matching Process, a dataset supplied by the Office of Temporary and Disability Assistance, and made available by the SED. Any student residing in a household receiving federal assistance through the Supplemental Nutrition Assistance Program (SNAP), or Temporary Assistance to Needy Families (TANF), or Medicaid is automatically eligible for free meals and milk; eligible families will not have. There is no need for families to complete further applications. The District will notify parents or guardians of eligibility, giving them the opportunity to decline free meals and milk if they so choose.

Procedures for the administration of the free and reduced price meal program of this District will be the same as those prescribed in current state and federal laws and regulations.

Child Nutrition Program Authorization

Since the District participates in the one or more Child Nutrition Program, the Board approves the establishment of a system to allow a student to charge a meal. The Board authorizes the Superintendent has to developed rules which address:

- a) What can be charged;
- b) The limit on the number of charges per student;
- c) The system used for identifying and recording charged meals;

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

d) The system used for collection of repayments; and

e) Ongoing communication of this policy to parents and students. The District's meal-charge policies and procedures will be distributed to all households and applicable staff in writing at the start of each school year and to new households that transfer into the District during the school year. These policies and procedures may vary by grade. The District will also provide details regarding payment methods on its website.

Charging Meals

- a) Students may charge up to five dollars-reimbursable meals (that are available to all students), and will not be permitted to exceed that limit until the outstanding charges are paid in full;
- b) If a student's prepaid meal card or account has been exhausted, he or she will be given a grace period where no more than five reimbursable meals (that are available to all students) may be charged, to allow time for the meal card or account to be replenished.
- c) The only item(s) permitted to be charged are a complete meal or milk. A la carte items such as snacks or ice cream may not be charged;
- d) The District's point-of-sale system will track all charges and payments;
- e) Once the charge limit has been reached, and if the a student comes to school without a lunch, and has exceeded the maximum reimbursable-meal limit, the District may provide a sandwich, fruit and milk reimbursable meal (that is available to all students) will be provided to the student so that he or she does not go hungry that day;
- f) If, after exceeding the allowable meal charge limit, a student continues to come to school without a meal, As appropriate, District administration may contact Social Services to report a student's consistent failure to arrive at school with a meal.

Unpaid meal charges will be addressed directly with the child's student's parent or guardian who is responsible for providing funds for meal purchases; discreet notifications of low, exhausted, or deficit balances will be sent at appropriate intervals during the school year. The notification may include a repayment schedule, but will not charge any interest or fees related to meals charged during the grace period. District administration will further consider the benefits of attempted collections and the costs that would be expended in collection attempts.

Restriction of Sweetened Foods in School

The sale of sweetened foods will be prohibited from the beginning of the school day until the end of the last scheduled meal period.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)
(cont'd.)

Sweetened foods consist of sweetened soda water, chewing gum, and candy, including hard candy, jellies, gum, marshmallow candies, fondant, licorice, spun candy, candy coated-popcorn, and water ices, except those which contain fruit or fruit juices.

Restrictions on Sale of Milk Prohibited

~~Schools that participate in the National School Lunch Program may~~ The District will not directly or indirectly restrict the sale or marketing of fluid milk products at any time or in any place on school premises or at school-sponsored events.

Food Substitutions for Children with Disabilities

Federal regulations governing the operation of Child Nutrition Programs, Part B of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 require that children with disabilities be offered the opportunity to participate in all academic and nonacademic activities including the school nutrition programs. The District will make reasonable accommodations to those children with disabilities whose disabilities restrict their diets, such as providing substitutions and/or modifications in the regular meal patterns. These meal substitutions for students with disabilities will be offered at no extra charge. A student with a disability must be provided substitutions in food when that need is supported by a statement signed by a physician attesting to the need for the substitutions and recommending alternate foods.

However, the school food service is not required to provide meal services (for example, School Breakfast Program) to students with disabilities when the meal service is not normally available to the general student body, unless a meal service is required under the student's individualized education program (IEP) or Section 504 Accommodation Plan as mandated by a physician's written instructions.

*Food Substitutions for Nondisabled Children

Though not required, the District will also allow substitutions for non-disabled children who are unable to consume the regular meal because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority.

The District may also allow substitutions for fluid milk with a non-dairy beverage that is nutritionally equivalent (as established by the Secretary of Agriculture) to fluid milk and meets nutritional standards for students who are unable to consume fluid milk because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority or by the student's parent/legal guardian.

Prohibition Against Adults Charging Meals

Adults ~~should~~ must pay for their meals at the time of service or set up pre-paid accounts.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)
(cont'd.)

HACCP-Based Food Safety Program

Schools participating in the National School Lunch ~~and/or~~ School Breakfast programs are required to implement a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles. The District must develop a written food safety program for each of its food preparation and service facilities that is based on either traditional HACCP principles or the "Process Approach" to HACCP. (The "Process Approach" simplifies traditional HACCP by grouping foods according to preparation process and applying the same control measures to all menu items within the group, rather than developing an HACCP plan for each item.)

***District Option**

Regardless of the implementation option ~~that is~~ selected, the District's written food safety program must also include:

- a) Critical control points and critical limits;
- b) Monitoring procedures;
- c) Corrective actions;
- d) Verification procedures;
- e) Recordkeeping requirements; and
- f) Periodic review and food safety program revision.

Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265

Child Nutrition Act 1966, 42 USC § 1771 et seq.

Richard B. Russell National School Lunch Act 1946, 42 USC § 1751 et seq.

§ 504 of the Rehabilitation Act of 1973, 29 USC § 794 et seq.

Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485

7 CFR Parts 15B, 210 and 220

Education Law §§ 902(b), 915, 918, 1604(28), 1709(22), 1709(23) and 2503(9)(a)

8 NYCRR §§ 200.2(b)(1) and 200.2(b)(2)

Social Services Law § 95

Adoption Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Policy Adopted

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



Mark Laurrie
July 6, 2017

Mr. Laurrie said we are about 80% done with staffing.

Mr. Laurrie congratulated Mr. Cancemi for serving as a fine year as President of the Board. I appreciate your fine work. Congratulations.

Mr. Restaino congratulates Mr. Cancemi too and Mr. Vilardo – congratulations as well.

Mr. Laurrie reported that we had 55 teachers here preparing for Orientation for elementary Summer Extended Learning. We are at 850 and growing. The Boys Club will head up the afternoon one. 850 out of 2000 elementary student enrolled – you should be really proud if that. Summer camps are a part of that too. Mrs. McGrath had so many kids to sign up for STEM camps – we used Title I money to add two more weeks.

3100 people went off without a hitch. Students were recognized and received many compliments. This just doesn't happen – it takes hard work.

Mrs. Glaser has done a good job on our new District app. She can help you download this to your phone.

BOARD MEMBERS REPORTS AND COMMENTS

Mr. Restaino got this started Joshua's room. Mr. Lynch and 3 other students went and painted his room as a community service project. They made a family very happy.

Mr. Laurrie thanked the Board for their support on the resolutions. *And thank you for the time.*

BOARD MEMBERS REPORTS AND COMMENTS (cont'd.)

Mr. Jocoy apologized for not being present at the June meeting. He thanked fellow Board members for expressing their condolences on the passing of his father.

Mr. Bass congratulated Mr. Cancemi on the election. Thank you to the Board. This first year was a learning experience – I hope I've proved myself worthy.

Mr. Paretto congratulated Mr. Cancemi on his re-election. Welcome back to the Board. You did a fine job as President. Congratulations Mr. Vilardo and Mr. Restaino on new President and Vice President and staff for all their hard work. May God Bless them – Kudos to a fine job.

Bishop Dobbs congratulated Mr. Cancemi, Mr. Vilardo, and Mr. Restaino. I was not at graduation. I was out of town but always inspired to hear the good things. Wishing all a good summer and the Board due diligence.

Mr. Barstys congratulated Mr. Cancemi on his re-election and President and Vice President Mr. Vilardo and Mr. Restaino. Have a great summer – thank you.

Mr. Petrozzi congratulated and wished good luck to Mr. Vilardo and Mr. Restaino. Mr. Cancemi – thank you for the job you did last year and the deserts! Wishing everyone a great summer.

Mr. Cancemi congratulated Mr. Vilardo and Mr. Restaino, and this Board for a great year. I really enjoyed it. Mr. Laurie – you've done an outstanding job. I wish everyone a great summer. Continue to show progress in this District. And I am proud I was re-elected.

Mr. Restaino thanked Mr. Cancemi for serving with him last year and for his work in building relationships with educational partnerships. We advanced quite well in those relationships. That is a lot of information about summer school. He thanked the teachers for their participation. He thanked the Board for allowing him to serve again as vice president. *Thanks everybody for continued work in the school district.*

Mr. Vilardo presented Mr. Cancemi with a gift. *Congratulations Mr. Cancemi on his re-election to the Board.* Thank you Board members for your confidence in me as President. I've been at 13 graduations and each speech is better than the one before it! 850 students going to summer school!

ADJOURNMENT

At approximately 6:50 p.m., Mr. Restaino motioned to adjourn the Regular Board Meeting in memory of the following. Mr. Barstys seconded the motion. All were in favor.

*Mrs. Kim Martha Granieri, sister of Raymond (Ray) Granieri (Administrator for Information Services) and sister-in-law of Lisa Granieri (Teaching Assistant @ Maple)

The July 6, 2017 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 2017 MEETINGS - MINUTES

DATE: July 25, 2017

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
Nicholas Vilardo at 5:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: Bishop Dobbs and Mr. Paretto (*both excused*)

STAFF: 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 25, 2017, 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 2017 MEETINGS - MINUTES

DATE: July 6, 2017

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 District Clerk Ruthel D. Dumas at 5:30 p.m.

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

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino (*arrived at 5:40 pm*), and Mr. Vilardo

MEMBERS ABSENT: None

ADMINISTRATION OF OATH TO ELECTED BOARD MEMBERS AND SUPERINTENDENT

District Clerk Dumas administered the Oath of Office to re-elected Board Member Vincent Cancemi.

TEMPORARY CHAIRMAN

Mrs. Dumas opened the floor for the nomination of a Temporary Chairperson. Mr. Massaro was nominated and elected unanimously to serve as Temporary Chairperson on the motion of Mr. Barstys, seconded by Mr. Jocoy.

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

Temporary Chairperson Angelo Massaro opened the floor to receive nominations for the Office of Board President. Mr. Barstys nominated Nicholas Vilardo; There were no other nominations; District Clerk Dumas cast one ballot for the nomination of Nicholas Vilardo. Bishop Dobbs moved that nominations be closed and that Nicholas Vilardo be elected as Board President for the 2017/2018 School Year, seconded by Mr. Cancemi; motion carried unanimously by those present.

ADMINISTRATION OF OATH TO ELECTED OFFICER – BOARD PRESIDENT

Mrs. Dumas administered the Oath of Office to Nicholas Vilardo, who is officially the Board President for 2017/18 School Year. Mr. Vilardo assumed the role as Board President and continued with the meeting.

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

BOARD MEMBER ARRIVES

Mr. Restaino arrived at the meeting at 5:40 p.m.

NOMINATION FOR VICE PRESIDENT OF THE BOARD OF EDUCATION

Board President Nicholas Vilardo opened the floor to receive nominations for the Office of Board Vice President. Mr. Paretto nominated Robert Restaino; Mr. Barstys seconded the nomination. There were no other nominations. Mr. Petrozzi moved that nominations be closed and that Robert Restaino be elected as Board Vice President for the 2017/2018 School Year, seconded by Mr. Cancemi; motion carried unanimously.

ADMINISTRATION OF OATH TO ELECTED OFFICER – VICE PRESIDENT

Mrs. Dumas administered the Oath of Office to Robert Restaino, who is officially the Board Vice President for the 2017/18 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

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018 at a rate of \$36.05 per hour not to exceed \$32,500.

The vote on the motion was unanimous.

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

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN (cont'd.)

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 Cheryl Meter, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2017, through June 30, 2018; 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 vote on the motion was unanimous.

4.04 PUBLIC RECORDS ACCESS OFFICER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017, through June 30, 2018, with no additional compensation.

The vote on the motion was unanimous.

4.05 RECORDS MANAGEMENT OFFICER

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

4.05 RECORDS MANAGEMENT OFFICER (cont'd.)

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, 2017, through June 30, 2018, without additional compensation.

The vote on the motion was unanimous.

4.06 DISTRICT CLERK

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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 vote on the motion was unanimous.

4.07 SCHOOL DISTRICT TREASURER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017 through June 30, 2018.

The vote on the motion was unanimous.

4.08 TAX COLLECTOR

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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 vote on the motion was unanimous.

4.09 MEDICAID COMPLIANCE OFFICER

Mr. Cancemi moved for approval of the following resolution. Mr. Barstys 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, 2017 through June 30, 2018.

The vote on the motion was unanimous.

5. DESIGNATIONS

5.01 OFFICIAL BANK DEPOSITORIES

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018; 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 vote on the motion was unanimous.

5.02 TRANSFER AGENT FOR DEBT SERVICE

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

5.03 MUNICIPAL BOND CONSULTANT

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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, 2017, through June 30, 2018, 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 vote on the motion was unanimous.

5.04 BONDING ATTORNEYS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls 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, 2017, through June 30, 2018.

The vote on the motion was unanimous.

5.05 OFFICIAL NEWSPAPER

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the *Niagara Gazette* be designated as the Board of Education Official Newspaper for the period July 1, 2017, through June 30, 2018; and

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

The vote on the motion was unanimous.

5.06 REGULAR MONTHLY MEETINGS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 2017-2018 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 6, August 31, November 16, December 21, 2017, and April 24, May 16 and June 21, 2017 ([full schedule to be posted on District website at www.nfschools.net](http://www.nfschools.net)).

The vote on the motion was unanimous.

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass 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 vote on the motion was unanimous.

6. AUTHORIZATIONS

6.01 PURCHASING AGENT

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy 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, 2017, through June 30, 2018, with no additional compensation provided.

The vote on the motion was unanimous.

6.02 CERTIFICATION OF PAYROLLS

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

6.02 CERTIFICATION OF PAYROLLS (cont'd.)

RESOLVED, That this Board of Education authorize the Business Administrator and the Administrator for Human Resources to certify payrolls for the period July 1, 2017, through June 30, 2018, with no additional compensation provided.

The vote on the motion was unanimous.

7. PURCHASING PROCEDURES POLICY

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy 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.

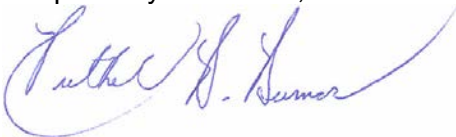
The vote on the motion was unanimous.

ADJOURNMENT

The July 6, 2017 Reorganization Meeting was adjourned at 5:50 p.m. on the motion made by Mr. Bass and seconded by Mr. Jocoy; motion carried unanimously..

The July 6, 2017 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 2017 MEETINGS - MINUTES

DATE: July 6, 2017

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 6:10 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

ORAL COMMUNICATION – PUBLIC COMMENT

Marcus Latham, President of NFT Union, 8250 Laughlin Drive, Niagara Falls, New York, commended Mr. Laurrie on his reorganization. He distributed information on behalf NYSUT for review and consideration. Mr. Latham expressed his disappointment to the recommendation to award a contract to Carousel Academy. As President of NFT, he and representatives have had a long talk about it with Mr. Laurrie and Ms. Massaro. NFT members are very disappointed and they feel the Board did not do diligence in searching for another provider and disappointed that they would go to a “for-profit” organization. He encouraged due diligence for future selections because there are a lot of not-for-profits out there. He wished everyone a good summer.

Mr. Laurrie replied that Mr. Latham is correct that they have had long conversations about these agreements. We’ve been able to determine since 2002 when we awarded a Pre-K, that 10% be given to community based organizations or for-profit or not-for-profit. It’s often difficult to find community based organizations that specialize in what our teachers specialize in. This group comes in very highly and all the teachers are certified. He recalled the victorious fight that was put up for Charter schools. This is an agreement we review every year. This agency will be evaluated, as we do the others. We are not out of compliance in any way. The organizations listed below are the ones that I’ve selected. This is not the “be all, end all.” We have had a Pre-K audit and came out with really strong, flying colors. North Tonawanda and Lancaster gave this organization very high mark. It is my position not to deviate from public schools.

ORAL COMMUNICATION – PUBLIC COMMENT (cont'd.)

Mr. Restaino asked why we contracted with a new organization. Mr. Laurie replied that we are talking about HANCI – they have gone away from kids. This group came with good recommendations. Mr. Restaino asked if we will continue to search. Mr. Laurie replied yes. We also have to use the Niagara Falls Housing Authority. That resolution will come to you next month.

ROUTINE ITEMS

MINUTES

None

BUDGET TRANSFER #12

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #12. Mr. Barstys 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 \$ 435,952.47 among the following fund, function, object, and location codes:

General Fund: \$ 399,054.70

Special Aid Fund: \$ 36,897.77

The vote on the motion was unanimous.

BID #6 – PLUMBING SUPPLIES

Mr. Cancemi moved for approval of the following resolution on Plumbing Supplies - Bid No. 6, for the 2017-2018 School Year. Mr. Paretto 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. 6– Plumbing Supplies; and

WHEREAS, Legal notice was published June 2, 2017 and bid documents were mailed to or secured by seven potential bidders; and

WHEREAS, Bid was publicly opened and read on June 28, 2017 and two properly executed bids were received; and

BID #6 – PLUMBING SUPPLIES (cont'd.)

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, 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>
6A	Plumbmaster	11	\$1,829.95
6B	Schaefer Supply	41	<u>12,562.20</u>
	Total	52	\$14,392.15

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

TREASURER'S REPORT

None.

BUDGET STATUS REPORT

None.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #I through #IX. Bishop Dobbs seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Joanne Balsano	Teaching Assistant Abate	27 years	June 29, 2017

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

II. PROBATIONARY APPOINTMENTS

Alisha Battaglia <u>R</u>	Teacher Special Education LPS	\$48,550 Step 1-30M A2250.133.050	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Teena Clark <u>R</u>	Teacher Science GPS	\$58,827 Step 10-30M A2127.130.049	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Kristen Forcucci <u>M</u>	Teacher Special Education Abate	\$45,841 Step 4-BA-30 A2250.133.056	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Lauren Lamparelli <u>M</u>	Teacher Special Education Abate	\$42,505 Step 1 BA-10 A2250.133.056	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Dennis Wilson <u>M</u>	Teacher Art NFHS	\$57,634 Step 9-30M A2160.130.045	July 1, 2017 (probationary period anticipated end date June 30, 2021)

III. RECISION OF REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Alexandria Porter <u>R</u>	Teacher Math GPS (.5) / LPS (.5) (Karl Wagner)	\$42,065 Step 2-BA A2126.130.049 (.5) A2125.130.050 (.5)	July 1, 2017 – June 30, 2018

IV. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nicole Ennett <u>R</u>	Teacher Social Studies NFHS (.5) (Andrea Fortin-Nossavage – 2 nd Semester Sabbatical Leave)	\$48,947 Step 2-30M A2128.130.045	February 1, 2018 – June 30, 2018
Michael Evans <u>R</u>	Teacher Physical Education NFHS (Brian Carey)	\$60,021 Step 11-30M A2164.130.045	July 1, 2017 – June 30, 2018
Lauren Falsetti <u>R</u>	Teacher Grade 3 Kalfas (John Briglio)	\$48,947 Step 2-30M A2100.120.059 (Revised Step & Salary)	July 1, 2017 – June 30, 2018
Thomas Filsofos <u>R</u>	Teacher Grade 5 Kalfas (Kathleen Urban)	\$51,888 Step 4-50M A2100.110.059 (Revised Step & Salary)	July 1, 2017 – June 30, 2018

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

IV. 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 CEC (Frank Coney)	\$50,196 Step 4-30M A2128.130.052 (Revised Step & Salary)	July 1, 2017 – June 30, 2018
Cassandra Lutey <u>R</u>	Teacher Math GPS (.5) LPS (.5) (Maria Murgia) (Revised Location)	\$52,237 Step 5-40M A2126.130.049 (.5) A2126.130.050 (.5)	July 1, 2017 – June 30, 2018
Meagan Millar <u>R</u>	Teaching Assistant GPS (Jennifer Clyde)	\$32,373 A2257.143.049	July 1, 2017 – June 30, 2018
Matthew Thompson <u>R</u>	Teacher Physical Education Niagara Street (.8) Cataract (.1) Kalfas (.1) (Noelle Gaetano)	\$42,473 Step 3-BA A2164.120.061 (.8) A2164.120.057 (.1) A2164.120.059 (.1)	July 1, 2017 – June 30, 2018

V. SABBATICAL LEAVES FOR 2017-2018

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
Andrea Fortin-Nossavage	Teacher Social Studies NFHS	February 1, 2018 – June 30, 2018
Tina Schultz	Level 5 Administrator LPS	February 1, 2018 – June 30, 2018

VI. SUMMER WORK – 2017-2018

A. PER DIEM – KALFAS MAGNET SCHOOL

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Rebecca Tantillo	1 day	\$500.69 F2103.132.098.0317	SCEP Committee Work

M102. PER DIEM – MY PERSPECTIVES TRAINING FOR PREP SCHOOL ELA PILOT TEACHERS – AUGUST 10TH

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Carleen Krysa	1 day	\$358.90 F2103.132.098.4317	ELA Training
Anne Mardon	1 day	\$478.91 F2103.132.098.4317	ELA Training
Christina Schove	1 day	\$470.06 F2103.132.098.4317	ELA Training

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

VII. SCHEDULE B – 2017 – 2018

1. ADDITION: SCEP PLANNING COMMITTEE WORK – CATARACT – NTE 1 HOUR – F2103.140.098.0317

Mary Kurek

2. REVISION: SUMMER SPECIAL EDUCATION REGISTRANTS REVIEW – NFHS – NTE 30 HOURS EACH – F2103.140.098.0317

REMOVE

Nicole Cafarella

ADD

Bonnie Kane

3. REVISION: SUMMER RESTORATIVE JUSTICE COMMITTEE – NFHS – NTE 18.75 HOURS EACH – F2103.140.098.0317

REMOVE

Nicole Cafarella

ADD

Deanne Giambra

ADD

Ebone Rose

4. REVISION: GRADUATION WORKERS – NFHS – NTE 3.5 HOURS EACH – A2020.140.045

ADD

Leah Baldassarre

REMOVE

Victoria Grant

ADD

Betty Ivancic

ADD

Catherine Vilardo

5. TRC DIRECTOR FOR 2017-2018 SCHOOL YEAR – NTE 370 HOURS – F2070.140.045.8118

Karen Waugaman

6. ADDITION: SCEP COMMITTEE WORK – KALFAS – NTE 3 HOURS – F2103.140.098.0317

Corinna Scozzaro

7. PRE-CALCULUS AND CALCULUS CURRICULUM WORK – NTE 15 HOURS EACH – F2103.140.098.4317

Denise Karski

Michael White

C112. ADDITION: NFHS ENGLISH AND AP GOVERNMENT – NTE 18.75 HOURS – A2110.140.096

Sarah Sperry

C123. ADDITION: HIGH SCHOOL MATH 330 – ALGEBRA II – NTE 11.25 HOURS – A2110.140.096

Bryan Devantier

C136. SPECIAL EDUCATION CURRICULUM / COURSE RESOURCES REVIEW – NFHS – NTE 4 HOURS EACH – A2110.140.096

Fredia Hart-Cowart

Richard Slaiman

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

VII. SCHEDULE B – 2017 – 2018 (Continued)			
ECHS1.	<u>EARLY COLLEGE HIGH SCHOOL TEACHER – NFHS – NTE 10 HOURS – F2103.140.098.6318</u>		
	Sarah Sperry		
ELP502.	<u>ADDITION: SUMMER 2017 EXTENDED LEARNING PROGRAM TEACHERS – NTE 82.50 HOURS EACH – F2103.140.098.0317 OR F2103.140.098.0117</u>		
	Joanna Cracknell	April DuBois	Andrea Tomala
G1000.	<u>GRADE 4 JOURNEYS – THINK CENTRAL DIGITAL RESOURCES – NTE 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Danielle Brown	Tammy Capatosto	Jessica Fronczak
			Melissa Huffman
	Tina Ligammaro	Jerri Presutti	Angela Ruffolo
			Janelle Stromberg
	Patricia Thompson	Cynthia Travis	Michelle Wagner
G2000.	<u>GRADE 4 JOURNEYS – GETTING STARTED – NTE 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Diane Amantia	Elizabeth Canada	Tammy Capatosto
			Nicola Condino
	Jessica Fronczak	Terri Gregg	Tina Ligammaro
			Scott Misterkiewicz
	Diane Pati	Jerri Presutti	Angela Ruffolo
			Janelle Stromberg
	Cynthia Travis	Michelle Wagner	<u>Addition:</u>
			Maria Commisso-Martin
M100.	<u>FACILITATORS PREPARATION AND PLANNING FOR SEPT. 6TH SUPERINTENDENT. CONF. DAY – NTE 3.75 HOURS EACH – 2103.140.098.4317</u>		
	Janine Bellonte	Colleen Caprio	Carrie Cino
			Deanna Cudahy
	Angela Manella	Debra Olear	Allison Pasquantino
			Susan Ross
	Sara Strangio	Joanne Washcalus	
M101.	<u>JOURNEYS OVERVIEW FOR NEW TEACHERS – AUGUST 22ND – NTE. 3.5 HOURS EACH – F2103.140.098.4317</u>		
	Caterina Antonacci	Jennifer Clyde	Melissa Doescher
			Lauren Falsetti
	Devon Printup		
M103.	<u>PREP ELA PROGRAM REVIEW – NTE 7.5 HOURS EACH – F2103.140.098.0117</u>		
	Johanna Bolender	Maria Fiore	Dianne Havens
			Nicol Lodick
M104.	<u>PREP ELA CURRICULUM UPDATES – NTE 7.5 HOURS EACH – F2103.140.098.0117</u>		
	Maria Fiore	Monique Gazy	Meredith Wustrack

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

VII. SCHEDULE B – 2017 – 2018 (Continued)

M105. ELEMENTARY MATHEMATICS GRADES K-5: ORIENTATION TO INVESTIGATIONS 3: NTE 3.5 HOURS EACH – F2103.140.098.0117

Claudia Alex	Diane Amantia	Ashley Andreana	Caterina Antonacci
Deborah Asklar	Robert Aulet	Sheryl Barksdale	Janine Bellonte
AmyLynn Benjamin	Deborah Blanchard	Lisa Bolea	Danielle Brown
Julie Brundage-Lowry	Elizabeth Canada	Marre Campbell	Tammy Capatosto
Colleen Caprio	Edward Carlo	Jennifer Castellani	Carrie Cino
Jennifer Clyde	Elizabeth Colangelo	Nicola Condino	Richard Condino
Judith Conner	Stefany Critelli	Marisa D'Addario	Maria D'Antonoli
Deborah Deuro-Naughton	Catherine Dunstan	Chiara Durkin	Melissa Doescher
Maria Ehde	Richard Evans	Jennifer Everts	Lauren Falsetti
Jametta Felts	Thomas Filosofo	Kristen Forcucci	Michele Freeman
Jessica Fronczak	David Glahe	Lyndie Grant	Terri Gregg
Gail Guthrie	MaryAngela Harris	Melissa Huffman	Joanne Joyce-Touchette
Debrah Johnson	Linda Johnson	Carol Kajfasz	Domenica Kutis
Lauren Lamparelli	Marie LeBlanc	Jeanne LePage	Tina Ligammare
Lisa Malpica	Kathleen LaRock	Stanley Mack	Mary Ellen McKean
Scott Misterkiewicz	Sara Morreale	Donna Nadrowski	Anthony Navaroli
Joni Ann Orfano	Lynn Pasek	Allison Pasquantino	Maria Pedulla
Sandra Peters	Patricia Pileggi	Michelle Piroli	Mary Pogel
Nancy Porto	Devon Printup	Jordin Puzan	MaryKay Reygers
Beckie Richards	Margaret Robidieu	Angela Ruffolo	Nancey Sarkees

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

VII. SCHEDULE B – 2017 – 2018 (Continued)

M105. ELEMENTARY MATHEMATICS GRADES K-5: ORIENTATION TO INVESTIGATIONS 3: NTE 3.5 HOURS EACH – F2103.140.098.0117 (Continued)

Nancy Scirto	Caren Stevens	Sara Strangio	Janelle Stromberg
Patricia Thompson	Rhonda Vekich	Sunnie Ventry	Bridget Wagner
Michelle Wagner	Michele Walker	Joanne Washcalus	Kimi Watroba
Daniel Weiss	Yolanda Williamson	Jennifer Yost	Tammy Zaker
Mary Houston (Addition)	Diane Pati (Addition)	Cynthia Travis (Addition)	Sophia Williams (Addition)

PK100. PRE-K CURRICULUM COMMITTEE – NTE 15 HOURS EACH – F2510.132.098.3318

Amy Burkestone	Angela DeMunda-Martin	Patricia Hennegan	Margaret Rhodes
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SC2000. ADDITION: 2017 SUMMER CAMP COACHES – NTE 100 HOURS EACH – F2103.131.007.6618

Wendy Magaddino (Swim)	Laura Piazza (Swim)	John Weatherston (Volleyball)	Dean Melson (Asst. Hockey)
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SE3. ADDITION: ELEMENTARY SPECIAL CLASS TEACHER PLANNING COMMITTEE – NTE 15 HOURS EACH – A2110.140.096

Kristen Forcucci	Tracy St. Onge
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SE6. ELEMENTARY SPECIAL CLASS TEACHER REACH TRAINING – NTE 7.50 HOURS EACH – A2110.140.096

Kate Barto	Philip Mohr	Stephanie Polka	Claudia Alex
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8. ADDITION: 9TH GRADE PLANNING TEAM – NFHS – NTE 6 HOURS EACH – A2110.140.096

Dennis Balogh	Donald Bass	Melissa Briglio	Carolyn McClendon
Andrea Merino	Ondarryle Morgan	Julie Olander	John Pero
Catherine Vilardo	John Weatherston		

9. SCHOOL COUNSELOR PREP WORK FOR OPENING OF SCHOOLS – CEC – NTE 20 HOURS – A2110.140.096

Kristina Johnson

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

VIII. SCHEDULE C FALL COACHING APPOINTMENTS – 2017–2018 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Joseph Lozina	Assistant Boys Volleyball	\$2647 Step 1
<u>FALL SUPPORT STAFF APPOINTMENTS – 2017-2018 SCHOOL YEAR – \$51.71/PER DAY – NTE 25 EVENTS – A2850.166.098</u>		
Kelly Bancroft-Billings	Salvatore Constantino	Kathy Costanzo
Vicky Drylewski	Louise Dunning	Richard Dunning
Leslie Ellis	Anne Marie Fowle	Betty Ivancic
Teresa Kurilovitch	Carol Lucas	Kelly Maynard
Kelly Perri	Michele Pryor	Joseph Rizzo
Mark Teoli	Rasheen Wilson	

IX. APPOINTMENTS SCHEDULES D, E, F, G SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 1. NFHS – A2850.142.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Joseph Bellonte	0.5	Future Teachers Club	\$276
David Brooks	1.0	Chess Club	\$552
Cathleen Chilberg	0.5	Future Teachers Club	\$276
Nicole Lasut-Campbell	1.0	Art Club	\$552
Karen Syruws	1.0	Science Club	\$552

2. NIAGARA STREET SCHOOL – A2850.142.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Cory Bley	1.0	Art Club	\$552
Christina Custode	1.0	Band Club	\$552

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items #I through #XII.
Mr. Paretto seconded the motion.

I. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Asst. Child Care Assoc. 6 Hrs. GJ Mann	\$13.18-\$14.08/hr. A2252.173.067	June 30, 2017

II. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Barbara Gonzalez	School Nurse District-wide (Niagara Catholic / Catholic Academy)	11 years 9 months	July 6, 2017

III. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Alec Scalzo	Technology Associate 6 Hours Information Services	8 months	June 23, 2017

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Desrine Campbell <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	September 1, 2017 (probationary period ends on March 31, 2018)

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

IV. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Brenda Crayton <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept. 1, 2017 (probationary period ends on March 31, 2018)
Robin Harvey <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept 1, 2017 (probationary period ends on March 31, 2018)
Kimberly Jones <u>R</u>	Food Service Helper 3 Hours District-Wide	\$14.06/hr. Step 1 C2080.167.098	Sept 1, 2017 (probationary period ends on March 31, 2018)

V. APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Paul Jaroszewski <u>R</u>	Driver 12 Months District-wide	\$37,180 Step 3 A1660.169.098	July 1, 2017 (probationary period previously met)

VI. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Scott Sherwood <u>R</u>	Technology Associate 6 Hours Information Services	\$14.20/hr. Step 1 A1680.177.098	September 1, 2017

VII. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Austin Bouche	Technology Associate 6 Hours Information Services (Cheryl LaBelle)	\$14.20/hr. Step 1 A1680.177.098	September 1, 2017 – NTE June 30, 2018
Nathaniel Smith	Cleaner 7 Hours District-wide – Niagara Street (Maria Carella)	\$31,025 Step 1 A1623.167.061	July 1, 2017 – August 31, 2017

VIII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1623.162.067 (Revised Salary)	July 1, 2017 – Aug 31, 2017
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1623.162.052	Aug 1, 2017 – Aug 31, 2017
Maria Carella	Porter Maple (Mark Palmer)	\$38,290 Step 1 A1623.162.060	Aug 1, 2017 – Aug 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1623.167.052 (.6) A1623.167.015 (.4)	Aug 1, 2017 – Aug 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – LPS (Tad Golden) (Revised Location)	\$31,669 Step 2 A1623.167.050	Aug 1, 2017 – Aug 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1623.167.045	Aug 1, 2017 – Aug 31, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1623.167.016	Aug 1, 2017 – Aug 31, 2017

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

VIII. 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 District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1623.167.067	August 1, 2017 – August 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1623.167.016	August 1, 2017 – August 31, 2017
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1623.162.015	August 1, 2017 – August 31, 2017
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1623.162.015(.5) A1623.162.052 (.5)	August 1, 2017 – August 31, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1623.167.045	August 1, 2017 – August 31, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1623.167.058	August 1, 2017 – August 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide - LPS (Maria Strangio)	\$32,314 Step 3 A1623.167.050	August 1, 2017 – August 31, 2017

IX. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Susan Mang	Cleaner 7 Hours LPS A1623.167.016	Cleaner 7 Hours Maple A1623.167.060	July 1, 2017

X. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Linda Barauskas	Asst. Child Care Assoc. 6 Hours Maple A2252.173.060	Asst. Child Care Assoc. 6 Hours NFHS A2252.173.045	September 1, 2017
Janice Mistretta	Asst. Child Care Assoc. 6 Hours Niagara Street A2252.173.061	Asst. Child Care Assoc. 6 Hours Hyde Park A2252.173.058	September 1, 2017

XI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Cheryl LaBelle	Technology Associate 6 Hours Information Services	Other (to take other District position)	September 1, 2017 – June 30, 2018
Donna Mariglio	Physical Educ. Assoc. 5.5 Hours Niagara Street	Personal (without pay)	September 1, 2017 – January 31, 2018

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

XII. ADDITIONAL HOURS

1. EVENING SUPERVISION – CEC – NTE 110 HOURS – SEPTEMBER 2017 – JUNE 2018 – A2310.167.052

Rasheen Wilson

2. REVISION: HEALTH CURRICULUM REVIEW – NTE 15 HOURS – A2110.140.096

REMOVE

Charlene Murphy

3. RECISION: NURSE ON BUS FOR SUMMER SCHOOL – NTE 200 HOURS – A6300.167.098

REMOVE

Charlene Murphy

ELPN1. SUMMER 2017 EXTENDED LEARNING TIME PROGRAM NURSE – CATARACT – NTE 104 HOURS TOTAL – F2103.167.098.0317

Margaret Campana

ELPN2. SUMMER 2017 EXTENDED LEARNING TIME PROGRAM NURSES

A. ABATE – NTE 88 HOURS TOTAL – F2103.167.098.0317

Charlene Murphy

B. KALFAS – NTE 88 HOURS TOTAL – A6300.167.098

Karen Krug

Teresa Mascaro

Substitute
Laura Lasher

Substitute
Andrea Greig

C. NIAGARA STREET – NTE 88 HOURS TOTAL – A6300.167.098

Michelle Barrons

SC2000. ADDITION: 2017 SUMMER CAMP SUPPORT STAFF – NTE 100 HOURS EACH – F2103.164.007.6618

Stephanie Brown

Latrice Powell

Samarana Samuel

Gloria Scalzo

Alicia Smith

Tina Ryan

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, 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. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Special Education met on May 17, 18, and June 29, 2017 for the annual review of special education students and May 17, 25, 26, 31, June 1, 2, 5, 7, 12, 14, 15, 16, 19, 20, 21, 22, 23, 29, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached [\(BoardDocs, see "Meetings", 2017, 07/06/2017, 4, 4.08\)](#) recommendations made by the Committee on Special Education for the 2016-2017 and 2017-2018 school year.

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. Restaino seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on June 8, 15, 19, 20, 22, 28, 2017 to review and initiate the placement of preschool students with disabilities and on June 7 and 19, 2017 for the Annual Review of Preschool students with disabilities; and

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", 2017, 07/06/17, 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 2016-2017 and 2017 – 2018 school years.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Gene Carella Niagara Sports Tournaments 911 Robbins Drive Niagara Falls, NY 14301	Workshop Summer Sports Camp (Ice Hockey)	\$6,000	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17
2.	Frank Patti Bowl O'Drome 2712 Pine Avenue Niagara Falls, NY 14301	Workshop Summer Sports Camp (Bowling)	\$5,000	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17
3.	Anthony Surace Competitive Edge/NFMMC 621 Tenth Street Niagara Falls, NY 14302	Workshop Athletic Training	\$8,800	July 10, 2017 to August 11, 2017	Stan Wojton	Maria Massaro 7/5/17 Mark Laurrie 7/5/17

UNFINISHED BUSINESS

NONE

NEW BUSINESS

6.01 APPROVAL OF MEMBERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AUDIT COMMITTEE FOR PERIOD JULY 7, 2017 THROUGH JUNE 30 2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

6.01 APPROVAL OF MEMBERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AUDIT COMMITTEE FOR PERIOD JULY 7, 2017 THROUGH JUNE 30 2018 (cont'd.)

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 appoint Members to the Audit Committee to serve July 7, 2017 until June 30, 2018 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

Mary Ruth Davis	Vincent Cancemi
Robert Kazeangin	Kevin Dobbs
Ron Anderluh	Nicholas Vilaro
Jerry Petito	TBD
	TBD

as Members of the Audit Committee to serve for a term commencing July 7 and ending June 30, 2018 or until their replacement, whichever shall later occur.

The vote on the motion was unanimous.

6.02 APPROVAL OF SCHOOL LUNCH BUDGET FOR SCHOOL YEAR 2017-18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 school year 2017-18 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

6.02 APPROVAL OF SCHOOL LUNCH BUDGET FOR SCHOOL YEAR 2017-18 (cont'd.)

RESOLVED, That the Board of Education approves the school year 2017-18 School Lunch Budget in the amount of \$4,191,660.

The vote on the motion was unanimous.

6.03 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2018/2017

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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.

Niagara Falls Board of Education 2018 – 2019 Key Budget Dates

- Board Review of Budget – **January – June**
- Superintendent's Budget Recommendation to Board –
March 22nd
- Board to Adopt Budget and Contingent Budget –
April 12th (Special Meeting may be needed)
- Present Property Tax Report Card – **April 12th** (Special Meeting may be needed)
- Submit Property Tax Report Card to SED – **April 13th**
- Budget Available – **April 24th**
- Public Hearing – **May 3rd**
- Mail Budget Notice – **May 4th**
- Budget Vote – **May 15th**
- Finalize Revenue Estimates, Set Tax Levy and Tax Rate –
June 26th

The vote on the motion was unanimous.

6.04 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2017/2018

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

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2017/18 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 23, 2017 and official adoption of budget on May 17, 2017 following voter approval on May 16, 2017, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

WHEREAS, The full value tax rate has been determined to be \$19.3896M; 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 \$19.38957543M; 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, 2017, be and ending June 30, 2018, 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:

<u>Ward</u>	<u>City Assessment Roll</u>	<u>Full Value Tax Rate</u>	<u>Real Property Tax Levy</u>
1-15	\$1,332,106,992	\$19.38957543M	\$25,828,989

RESOLVED, That the School District Tax Collector of said City School District of the City of Niagara Falls, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2017, and ending June 30, 2018, as extended and completed; and

RESOLVED, That the School District Tax Collector be issued the warrant (see Attachment #1) for the collection of school taxes and is directed to adhere to all provisions as noted in the warrant.

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, 2017, and continue to collect through January, 2018, from the several persons named in the Assessment Roll, to which this warrant is attached, the amount 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.

6.04 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2017/2018 (cont'd.)

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 6th day of July 2017, 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 City School District of the City of Niagara Falls, New York, to be affixed thereto.

BOARD MEMBERS

Clerk

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The vote on the motion was unanimous.

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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, for fees established by the Board, 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 2017-2018 school year; therefore be it

RESOLVED, That the Board of Education adopt and use the fee schedule approved for the 2017-2018 fiscal year (see attached).

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018 (cont'd.)

COMMUNITY USE OF SCHOOL FACILITIES July 7, 2017 – June 30, 2018 – 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.	57.00	76.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	57.00	76.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	57.00	76.00
GPS	Custodian	O.T. after 3:00 p.m.	54.00	72.00
GPS	Porter	O.T. after 10:00 p.m.	46.00	61.00
LPS	Custodian	O.T. after 3:00 p.m.	54.00	72.00
LPS	Porter	O.T. after 10:00 p.m.	46.00	61.00
LPS	Cleaner	O.T. after 10:00 p.m.	37.15	49.50
LPS	Cleaner	O.T. after 10:00 p.m.	37.15	49.50
School Hours				
7:00 a.m. to 10:00 p.m.				
H. F. Abate				
Cataract				
C.E.C.				
Hyde Park				
Kalfas				
Mann				
Maple				
Niagara St.				
79th St.	Custodian	O.T. after 3:00 p.m.	54.00	72.00
	Porter	O.T. after 10:00 p.m.	46.00	61.00
	Cleaner	O.T. after 10:00 p.m.	37.15	49.50

Audio Visual as required:		67.00	89.00
Facility Attendant as required	40.00		
Safety Officer		23.00	40.00

6.05 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2017-2018 (cont'd.)

2017-2018 CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS July 7, 2017 - June 30, 2018

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			
Field House/Concession Stand						
Facility Fee		\$ 250.00	\$ 250.00			
NFHS Stadium, Baseball Fields						
Facility Fee		\$ 50.00	\$ 100.00			
Add: Field Prep (if chosen)		\$ 75.00	\$ 150.00			
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 vote on the motion was unanimous.

6.06 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. Restaino moved for approval of the following resolution. Mr. Bass 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)).

6.06 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.

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.

6.06 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.)

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 provided or for which they are responsible for submitting claims.

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.

6.06 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.)

Employees or independent contractors shall not encourage, direct, or facilitate either actively or passively noncompliant 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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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.

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.

6.06 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.)

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 filed the false report or gave the false information.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR

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

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 City School District of the City of Niagara Falls 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 6, 2017 through June 30, 2018; and be it further

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2017-2018 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.
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.

6.07 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2017-2018 SCHOOL YEAR (cont'd.)

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 vote on the motion was unanimous.

6.08 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi 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

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

**6.08 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled
Children for the period of July 1, 2017 through June 30, 2018 the following:

Palmer, Tina

1713 – 15th St. Niagara Falls, NY 14305

The vote on the motion was unanimous.

**6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON
PRESCHOOL SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR**

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi
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, 2017 through June 30, 2018.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Cheryl Meteer
Contento, Catherine
To be determined for each case
Dochstader, Tammy
Chester, Lisa

Chairperson/Sp Ed/Gen Ed
Chairperson/Speech Teacher
Member of Evaluation Team
Parent
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

Bryan Rotella
Kenneth Krieger

District Representative/Psychologist
District Representative/Psychologist

The vote on the motion was unanimous.

6.10 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Cancemi 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, 2017 through June 30, 2018.

CENTRAL COMMITTEE ON SPECIAL EDUCATION

Meteer, Cheryl	CSE Representative/General Ed/Sp. Ed
Contento, Catherine	CPSE Representative/Speech Teacher
Krieger, Kenneth	CSE Representative/Psychologist
Rotella, Bryan	CSE Representative/Psychologist
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

6.10 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2017-2018 SCHOOL YEAR (cont'd.)

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Bonnie Kane
- Maria Meranto
- Corinna Scozzaro
- Anargyros Halaris
- Kaitlyn Eck (intern)
- Allison Napier (intern)
- Ashley Darrow (intern)

PSA's

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

PARENT MEMBERS:

- Tina Palmer
- Darlene Janese
- Lois Betton
- Theresa Sitgreaves

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 vote on the motion was unanimous.

**6.11 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. Restaino moved for approval of the following resolution. Mr. Jocoy 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

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, 2017, through June 30, 2018; therefore be it

RESOLVED, That the appointments of the following persons as Dignity Act Coordinators for the City School District of the City of Niagara Falls for period commencing July 1, 2017, through June 30, 2018, and they hereby are ratified and confirmed:

Maple Elementary School
Maria Chille-Zafuto
Linda Blake

Kalfas Elementary School
Italo Baldassarre
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

**6.11 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.)**

Hyde Park Elementary School
Mary Kerins
Tiffany Bradberry

Cataract Elementary School
Jeffrey Showers
Molly Kurek

Seventy-Ninth Street Elementary School
Diane Coty
Amy Milleville

Geraldine J. Mann Elementary School
Tina Smeal
Thomas Zafuto

Gaskill Preparatory School
Sheila Smith/Janice Graham
Schurron Cowart
Stephen Zafuto

LaSalle Preparatory School
James Spanbauer/Tina Gregory
James Hutchinson
Justine Tambroni

Niagara Falls High School
Robert Bradley
Adam Bianco
Marc Daul
Nicole Gall
Maria Mascaro-Sinatra
Tammy Novak
Rose Rajczak
Ebony Rose
Rachel Rotella

Community Education Center
Dorothy Brundidge
Kristina Johnson

The vote on the motion was unanimous.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 \$104,128 for the year commencing July 7, 2017, and terminating June 30, 2018; and

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 7th day of July, 2017, between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** (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 7th day of July 2017, and continuing thereafter until the 30th day of June 2018 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:

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

(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.

(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 \$104,128 per year, payable in equal monthly installments of \$8,677.33. 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.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 7th day of July 2017, and shall continue until the 30th day of June 2018. 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.

**CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS**

By _____
President

By _____
Angelo Massaro dba Hovey & Massaro

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018

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

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

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 \$98,455 for the year commencing July 7, 2017 and terminating June 30, 2018; and

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 7th day of July, 2017, between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** (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.

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 7th day of July 2017, and continuing thereafter until the 30th day of June 2018 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.

6.13 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2017-2018 (cont'd.)

(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.

(e) 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 \$98,455 per year, payable in equal monthly installments of \$8,204.58. 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.

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 7th day of July 2017, and shall continue until the 30th day of June 2018. 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.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By _____

President

James C. Roscetti, Esq.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 07/07/17 through 06/30/18 for a sum of \$41,855 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,487.92. Such payment shall be made on the last day of each month during the term of this Agreement; and

WHEREAS, An executed 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.

**DIRECTOR OF SCHOOL HEALTH SERVICES
EMPLOYMENT AGREEMENT**

This Agreement made this 7th day of July, 2017, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS** ("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 7, 2017, and continuing thereafter until the 30th day of June 2018, as provided in paragraph "SEVENTH" for an amount and payable as provided in "THIRD" paragraph of this Agreement.

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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (cont'd.)

THIRD: The District shall pay the Physician the sum of \$41,855 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,487.92. 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 District.

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 7th day of July, 2017, and shall continue until the 30th day of June 2018, and shall thereafter automatically renew for additional one year periods subject to approval of the District or 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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (cont'd.)

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

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

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.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/07/17-06/30/18 (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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.15 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—2017-18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 7, 2017, through June 30, 2018, for an annual fee of \$4,040, payable quarterly in four (4) equal installments of \$1,010; 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 7, 2017, through June 30, 2018.

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.

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

CITY SCHOOL DISTRICT OF 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.
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.

6.15 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—2017-18 (cont'd.)

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.

ACCOUNT(S)
NIAGARA FALLS CITY SCHOOL DISTRICT

ACCOUNT NUMBER(S)
04-65079

6.15 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—2017-18 (cont'd.)

This Agreement will remain in effect for a ONE year period from July 7, 2017 through June 30, 2018 and shall be considered renewed from year to year thereafter, subject to approval of the Employer, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this Agreement.

The Employer agrees to pay NEC quarterly the sum of \$1,010. 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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018

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

WHEREAS, The City School District of the City of Niagara Falls (School District) has previously entered into an Agreement with the WNY Occupational Health, LLC ("Occupational Health") to provide injury care services and PPD/Mantoux testing; and

WHEREAS, The District wishes to continue the Agreement for school year 2017-2018 and has negotiated a new Agreement continuing like terms and conditions, including the rates to be paid for services as are in the existing Agreement; therefore be it

RESOLVED, That the Board of Education approves the Agreement with WNY Occupational Health, LLC for it to provide injury care services and PPD/Mantoux testing of District employees, effective July 7, 2017, and ending June 30, 2018, at fees described in the Agreement, copy of which is attached; and be it further

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (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 Board be authorized and directed to 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 FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 7th day of July, 2017, 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, 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 School District is authorized and empowered to contract for the Occupational Health 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 covenant and agreements herein contained, the parties hereto agree as follows:

1. During the 2017-18 school year, commencing on July 7, 2017, 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:
 - 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.

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

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 NFMHC 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

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

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	

7. This Agreement shall become effective on July 7, 2017 and terminate on June 30, 2018, 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: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.16 APPROVAL TO THE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2017-2018 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18

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

WHEREAS, The City School District of the City of Niagara Falls 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 7, 2017 through June 30, 2018, and

WHEREAS, The fee for these services is \$43,260 which is to be paid in two payments of \$21,630.00 payable on December 1, 2017 and June 1, 2018; therefore be it resolved

RESOLVED, That the Board of Education approves the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 7, 2017 and terminating June 30, 2018; 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 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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

**PHYSICAL REHABILITATION AGREEMENT
Between
NIAGARA FALLS MEMORIAL MEDICAL CENTER
and
City School District of the City of Niagara Falls
2017-2018 School Year**

This Physical Rehabilitation Agreement, made this 7th day of July 2017, by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (the District) (individually the Party, collectively the Parties).

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 District 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 District's students (hereinafter physical rehabilitation services and services); and

WHEREAS, Niagara Falls high school 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 District, as indicated in Attachment(s) A and B. An average of 25 hours per week will be rendered to the Districts Niagara Falls High School or other schools 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 BOC 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 District, Hospital will provide verification of such New York State licensure.

e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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.

2. OBLIGATION OF DISTRICT

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.
- b) District 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) District 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) District agrees not to hire or solicit for hire any employees of Hospital who have directly served the District 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 District will be under the supervision, direction and control of the District and the District’s administrative personnel.
- f) District agrees to provide athletic trainers district e-mails for communication with 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 District and the Hospital’s Director of Sports Medicine, 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 High School as herein provided will be supervised, directed, and controlled by the Niagara Falls High School and its administrative personnel.
- b) The location for services will be determined by the Hospital and the Districts Superintendent or his designee, 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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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 District 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.
- 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. District 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) District 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, District 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 District 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 District 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 District 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 District agree that Hospital shall be compensated for services rendered for 2017-2018 pursuant to this Agreement in the amount of Forty-Two Thousand dollars (\$43,260.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$21,630.00, one each due and payable on December 1, 2017 and June 1, 2018. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

5. INSURANCE

a) The hospital shall to the fullest extent permitted by law agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys fees) for bodily injury and/or property damage arising out of services performed pursuant to this Agreement, but only to the extent caused by the negligent acts of the Hospital.

b) Upon request, Hospital and District 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. The Hospital shall maintain general liability insurance in the amount of \$2,000,000 per occurrence, \$4,000,000 annual aggregate to cover the acts and omissions of their respective employees for services rendered pursuant to this Agreement. All policies shall name the School District as additional party insured on a primary and non-contributory basis. 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.

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, District 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 District that are necessary to certify to such persons the nature and extent of costs incurred by the District for services furnished by District for which payment may be made under Medicare, Medicaid or other federal reimbursement program. The obligation of District 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 8, 2017 and terminate on June 30th, 2018 unless sooner terminated in accordance with the provisions of Section 9.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 District and the Hospital, and is not intended to influence the volume or value of referrals between the District 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 effect. 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.

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;

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

- 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 District'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.

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:

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

If to District: City School District of the City of Niagara Falls
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.

City School District of the City of Niagara Falls

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

**EXHIBIT A
SERVICES**

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide all District-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.

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 High School. 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. District 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. District Staff In-servicing: Staff from NFMHC 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. Athletic training staff will work with Athletic dept. on implementing and managing concussion management policy and program with ImPACT testing. ATC's will work with district's athletic director on testing of student athletes for baseline testing prior to each season for football, soccer, wrestling, hockey, and Lacrosse sports.

EXHIBIT B

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

The (2) certified athletic trainer(s) (ATC) provided by NFMHC Rehabilitation Services will be BOC certified and NYS licensed, and will work approximately 25 hours per week. Coverage for Niagara Falls High School 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:

Staffed ATC for preseason summer camps (football, soccer, x-country, volleyball, swimming)

Staffed ATC in training room at NFHS (230pm-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 and game schedule

6.17 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/07/17 – 6/30/18 (cont'd.)

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 (230pm-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 (230pm-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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018

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

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 \$843,630.00 from appropriation code A9040.804
have been budgeted which includes the Service Agent's fee; and

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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 1, 2017, through June 30, 2018; and

RESOLVED, That NCA Comp be paid a fee of \$51,730.00 annually at a rate of \$4,310.83 per month for the duration of the contract; 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 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 first day of July, 2017, by and between the City School District of the City of Niagara Falls, New York 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:

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 1, 2017 and ending June 30, 2018, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to terminate to the Service Representative between July 1 and September 1 of each year of the original term and the renewed term of this Agreement. 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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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 \$51,730 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:
 - (a) On the first day of July 2017, and on the first day of each month thereafter during the term of this Agreement, the sum of \$4,310.83
 - (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.
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (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.
Attn: Erin Jordan
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.

6.18 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

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.

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, NY

For: NCAComp, Inc.

By: _____

By: _____

Name: _____

Name: Erin G. Jordan

Title: _____

Title: CEO

Date: _____

Date: _____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.19 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND PROBE SERVICES

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

WHEREAS, The City School District of the City of Niagara Falls has a Residency Policy requiring all employees appointed subsequent to March 1, 1994 to reside in the City of Niagara Falls and to continue to reside therein during their employment; and

WHEREAS, The vast majority of District employees appointed subsequent to March 1, 1994 honor their agreement and reside in the City, and, by doing so have enriched the quality of life of citizens and most importantly students by understanding more fully the community and environment in which they earn their living; and

WHEREAS, It appears that some employees, although few in number, may not be honoring their agreement to reside in the City and may be in violation of the Policy; and

6.19 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND PROBE SERVICES (cont'd.)

WHEREAS, In order to apply the Policy in a fair manner, it is necessary to secure data to assist the Board in determining whether some of the employees are in violation of the Policy, which would then require the Superintendent to commence proceedings to terminate their employment if they are in violation, as is required by the Policy; and

WHEREAS, An Agreement with Probe Services has been negotiated to assist the Board in determining whether employees are in violation of the Residency Policy, which would then require the Superintendent to institute proceedings to terminate such employees.

WHEREAS, The Board is of the opinion that retaining Probe Services is in the best interest of the District so as to enforce the Residency Policy in a fair and non-discriminatory basis; now therefore be it

RESOLVED, That the Agreement by and between the City School District of the City of Niagara Falls and Probe Services be and the same is hereby approved; 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 is authorized and directed to execute such Agreement; and

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

Mr. Restaino 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

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018 (cont'd.)

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 July 6, 2017, the 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 be approved; and

RESOLVED, That the Agreement is subject to such Modifications as the Superintendent and School District Attorney deem appropriate, and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

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

This Agreement, made the first day of September 2017, 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 LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN- FOR A 4-YEAR OLD PROGRAM, 8477 Buffalo Avenue, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$56,300 to be broken down into ten (10) payments of \$5,630 each payable on the 30th of each month commencing with September 30, 2017, 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.

6.20 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018 (cont'd.)

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.21 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2017-2018

Bishop Dobbs 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 July 6, 2017, the Agreement between the City School District of the City of Niagara Falls and the YMCA Buffalo Niagara Falls Branch be approved; and

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

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

This Agreement, made July 6, 2017 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 YMCA Buffalo Niagara Falls Branch, 1317 Portage Road, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$56,300 to be broken down into four (4) payments:

\$14,075 October 1; \$14,075 December 1; \$14,075 March 1; and \$14,075 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

6.21 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2017-2018 (cont'd.)

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: Mr. Petrozzi,

Carried

6.22 APPROVAL OF AGREEMENT WITH THE CAROUSEL ACADEMY (G.J. MANN) FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino 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 July 6, 2017, the Agreement between the Niagara Falls City School District and The Carousel Academy be approved; and

RESOLVED, That the Agreement is subject to such Modifications as the Superintendent and School District Attorney deem appropriate, and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, and be it further

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

UNIVERSAL PRE-SCHOOL SITE AGREEMENT THE CAROUSEL ACADEMY – G.J. MANN SITE

This Agreement, made this first day of September 2017, 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 14304, party of the first part, herein called the School District, and The Carousel Academy, 149 Central Avenue, Lancaster, New York 14086, party of the second part, herein called the Agency.

1. During the 2017-18 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, 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 \$60,000 to be broken down into four (4) payments:

\$15,000 October 1; \$15,000 December 1; \$15,000 March 1; and \$15,000 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

6.22 APPROVAL OF AGREEMENT WITH THE CAROUSEL ACADEMY (G.J. MANN) FOR UNIVERSAL PRE-SCHOOL SITE 2017-2018

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, 2017 and terminate June 30, 2018 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.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: Mr. Bass,

Carried

BOARD MEMBER LEAVES

Bishop Dobbs left the meeting at 6:21 p.m.

6.23 APPROVAL OF CONTRACT 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

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 Contract for the 2017-2018 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2016-2017) of \$62,494.95 increased by the Regional Northeast CPI for calendar year 2017, 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 2017-2018; 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 Board be and he hereby is authorized and directed 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.

CONTRACT BETWEEN CITY OF NIAGARA FALLS AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SCHOOL DISTRICT) 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.

6.23 APPROVAL OF CONTRACT 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.)

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 for the fiscal year 2017-2018 the City of Niagara Falls the amount of \$62,494.95 plus the CPI increase for calendar year 2017 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 7, 2017 and end on June 30, 2018. 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 2017 has been determined. Payment shall be made within thirty days of such billing.

City School District of the 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 Contract is terminable by 30 days written notice at the discretion of either party. In the event the Contract is terminated, the base fee of \$62,494.95 plus the CPI for calendar year 2017 will be calculated on a per diem rate for the year in which the Contract is terminated and the School District shall pay the City for its number of days the City performs the services pursuant to this Contract at its per diem rate.

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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 7, 2017 through June 30, 2018; 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

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 GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS CONTRACT, made this 7th day of July, 2017 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, Suite22, 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:

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

- 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.

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 7, 2017 through June 30, 2018, 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.

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

9. Assignment: The services to be rendered by the second party under this Contract are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Contract and any attempted such transfer, assignment or delegation shall be wholly void.

10. Entire Contract: This Contract 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 Contract on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marie Battaglia

President, Board of Education

ATTACHMENT A
Battaglia & Associates Resource Development Consultants, Inc.
Fee Schedule

July 7, 2017 – June 30, 2018

The following fees apply for clients choosing grant preparation services on a project-by project basis:

Service	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

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/17- 6/30/18 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.25 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 6, 2017 - JUNE 30, 2018

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

WHEREAS, the City School District of the City of Niagara Falls is committed to providing services for all students in the District, including English Language Learners students (ELL Students), in the most appropriate manner for them to study, achieve, and grow in the least restrictive environment; and

WHEREAS, the District will provide qualified interpreters/translators to ELL Students, upon request on an as-needed basis for their assistance in studying in least restrict environment.; and

WHEREAS, It is recommended that the District enter a Contract with Language Intelligence, Ltd, to provide qualified interpreter/translators as may be needed for ELL Students; and

WHEREAS, the fee for the services rendered in the proposed Contract varies depending upon the level and complexity of the service required on a case by case basis; and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore, be it

RESOLVED, That the Board hereby approves the Contract with Language Intelligence, Ltd. to provide qualified language interpreter/translators for students who are English Language Learners upon request, on an as-needed basis, a copy of which is attached ([BoardDocs, see "Meetings", 2017, 07/06/2017, 6, 6.25](#)), for a period commencing July 6, 2017 and ending June 30, 2018; 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

6.25 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 6, 2017 - JUNE 30, 2018 (cont'd.)

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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 7, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 7, 2017 and ending June 30, 2018; therefore be it

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

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.

**6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR
JULY 7, 2017 – JUNE 30, 2018 (cont'd.)**

**CONTRACT FOR PROFESSIONAL SERVICE
BY INDEPENDENT CONTRACTOR
U.S. Security Associates, Inc. Agreement**

This Contract 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 7, 2017 – June 30, 2018.

U.S. Security Associates, 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, agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys fees) for bodily injury and/or property damage 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, with a minimum of \$2,000,000. All policies shall name the School District as additional party insured on a primary and non-contributory basis. 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 \$19.86 per hour
 - b. Overtime (1.5) \$29.79 per hour
 - c. Holiday Time (1.5) \$29.79 per hour
2. Service will be billed monthly. Payment is due upon receipt of the bill.

Termination:

1. This Contract shall commence July 7, 2017 and terminate June 30, 2018 provided however this Contract 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

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018

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

WHEREAS, The District desires to enter into an Contract 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 7, 2017 and terminating June 30, 2018; and

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

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, 2018; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Safety/Security Programs between the School District of the City of Niagara Falls, New York 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 7th day of July 2017, 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 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

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.

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

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, 2017 and the first day of each month thereafter with the last payment due on June 30, 2018. 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 liability, costs, losses, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage 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.
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 7, 2017 and continue through June 30, 2018, 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 Contract are unique and personal. Accordingly, the Second Party shall not transfer or assign any of the duties or obligations under this Contract, and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement. This Contract 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

Francis J. Coney, President

Board President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2017, 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

6.27 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/07/2017 – 6/30/2018 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.28 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 07/01/17 – 06/30/18

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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

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 2700 hours for up to 18 individuals performing the services.; and

WHEREAS, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

6.28 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 07/01/17 – 06/30/18 (cont'd.)

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2017 and ending June 30, 2018; therefore, be it

RESOLVED, That the contract for professional consultant services by an independent contractor for professional development services between the City School District of the City of Niagara Falls and T.E.M.P., LLC be approved; and

RESOLVED, That the agreed upon fee for the period July 1, 2017 through June 30, 2018 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 2700 hours for up to 18 individuals performing the.; and

RESOLVED, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

RESOLVED, That the Agreement 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 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 first day of July, 2017, 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.

6.28 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 07/01/17 – 06/30/18 (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 2700 hours for 18 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- For assessment scorers: Forty-five (\$45.00) per hour not to exceed 150 hours per week and 300 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.

6.28 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 07/01/17 – 06/30/18 (cont'd.)

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 July 1, 2017 to June 30, 2018, 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 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 City of
Niagara Falls

By _____
President

By _____
President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.28 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 07/01/17 – 06/30/18 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.29 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 6, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 Agreement 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 Agreement shall be effective for a term commencing July 6, 2017 and ending on June 30, 2018; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

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 6, 2017 and ending on June 30, 2018; 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

service
bridges, inc.

Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between **Service Bridges, Inc.** and the **City School District of the City of Niagara Falls** commencing. We mutually agree to the following:

- 1: Service Bridges will provide certified or qualified sign language interpreters for Deaf individuals upon request to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with Deaf, Hard of Hearing and Deaf-Blind people.
- 2: Future request(s) from (customer business name) will be given preferential treatment because of this agreement.
- 3: Service Bridges will provide interpreting service subjected to availability of the limited number of freelance sign language interpreters in the region however every effort will be maximized to secure an interpreter for all pre-scheduled requests.
- 4: Service Bridges will retain transparency by reaching out to the customer to potentially reschedule an appointment date with the Deaf client if interpreters are not available within a time frame of the request.
- 5: Service Bridges ensures interpreters are supplied through skill level verification through in-house assessment from a team of certified assessors.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

6: Interpreters are independent contractors identified with appropriate credentials, skill level and training, conditions and rates, and will maintain the professional code of conduct regulating ethical behavior and confidentiality as spelled out by the Registry of Interpreters for the Deaf.

7: While not always guaranteed, preferential request for specific interpreter(s) is considered a courtesy request however the communication preference is given to Deaf individuals in an assignment.

8: Service Bridges reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally assignments exceeding 2 hours or any assignment with continuous, non-stop presentations such as lectures, meetings, groups or legal type meetings where there are two separate parties are represented with two different sides/points of view will require team (2 or more) interpreters.

Notifying Service Bridges for Interpreting Service Requests

Service requests shall be confirmed either by phone, online, email or fax through our Lead Scheduler from Monday through Friday between 9:00am to 5:00pm. All requests should be made at least 48 hours in advance however requests made less than 48 hours are subjected to Premium rates (refer to Rates section).

Procedures

When requesting an interpreter, please provide the following information:

- A) Date of service needed
- B) Time span of service (start time and end time)
- C) Address of assignment including cross street, room numbers, building, parking location and fees and other pertinent information
- D) Contact person at the interpreting site and direct phone/cell number
- E) Nature of the assignment (1:1 meeting, computer training, new employee orientation, nature of medical appointment, etc.)
- F) Billing information (authorized person, attention to whom and PO # if required).

Confirmation:

The paying customer or authorized person's signature is required to acknowledge the confirmation of service request referencing to the phone call, email or on line request.

Changes or Cancellations:

Changes or cancellation for assignments lasting two hours or less will require greater than 2 business days advance notice. Changes or cancellation for assignments lasting longer than two hours will require a greater than 3 business days advance notice of cancellation. The full quoted amount is charged if there is less than 2 or 3 business days advance notice of cancellation respectively.

Rates:

Rates for interpreting service longer than 3 hours is available, please contact us for incentives. Compensation for interpreting services is rendered at the following rates:

Standard Rate – more than 48 hour notice given

\$120.00	One hour and half (1.5) hours of service.
\$130.00	Two hours of service.

Premium Rate – less than 48 hour notice given and/or assignments between 6:00pm-10:00pm EST

\$130.00	One hour and half (1.5) hours of service.
\$140.00	Two hours of service

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

After Hours Rate – assignments between 10:00pm – 7:00am EST, more than 48 hour notice given

\$140.00	One hour and half (1.5) hours of service
\$150.00	Two hours of service

Incentives Available for Special Circumstances

Extended Time Requests After 2 hours

Standard Rate- \$55.00 per additional hour

Premium Rate- \$60.00 per additional hour

After Hours Rate- \$65.00 per additional hour

Medical Offices *48+ hour notice required

\$110.00 - 1.5 hours of service

\$120.00 - 2.0 hours of service

\$50.00 per hour after 2 hours

*This rate may apply to mental health counseling, physiotherapy, dentist, surgeries and/or medical physician appointments.

Performance Rates

Determined on a case by case basis due to breadth of information and length of script.

Last Minute Requests

In the event of an unscheduled, same-day requests between 9:00am – 5:00pm, the premium rate applies. Confirmation of the last minute request is required before an assignment of interpreter is placed. Service will be billed as it is rendered and payment is due upon receipt of the bill at the completion of service.

Special Considerations

Service Bridges will charge the full amount if the interpreter arrives to the assignment and the client does not.

When more than one interpreter is required, charges apply per interpreter. When an assignment requires two interpreters and only one interpreter shows up for the assignment, the service provided by the single interpreter will be billed the same as if two interpreters completed the assignment.

If travel time is necessary, this time will be billed as additional hours. Travel time needed for work outside the 8 Western New York counties of travel charges will incur the federal mileage rate.

Language Issues

If the person is determined Deaf-blind, or has minimal language skills, or developmentally disabled or communicates in a foreign sign language, a certified Deaf Interpreter will be required in addition to a sign language interpreter due to the nature of required communication access. If more than one interpreter is not available, and a single interpreter completes the assignment, he/she may double bill and charges apply case by case basis.

Performance (Stage) Assignments

Preparation in advance for theater and performance assignments is required, and will be billed in addition to the performance time. In some cases, this may include providing a copy of the script and/or the interpreters' attendance at a rehearsal. Negotiation for such arrangements will be made in advance when necessary.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

Classroom Assignments

Classes will be billed as a two hour minimum. Separate students are also billed as separate classroom assignments.

Exceptions

Consecutive classes scheduled for the same student are billed hourly as one job. When there is a break between classes that is less than 2 hours, for the same student, a retainer will be billed for that time in half hour increments. Determined on individual case basis, there may be special circumstances where a separate rate is established, as in the case of a student's involvement requiring extracurricular activities, sports or theater making arrangements with interpreter's preparation time when necessary.

Service Bridges will make every effort to maximize resources to minimize the institute's costs.

VR Sponsored Educational Activities

When a student is sponsored by VR services, part of the cost will be assumed by ACCES-VR. The remainder of the hourly classroom interpreting rate is the responsibility of the institute to request information on class background information and notifying educators. In the event of retainer fees, tutoring, special events, extracurricular activities, regardless of whether or not VR is covering the cost of the classroom interpreters will apply. If VR is not sponsoring a student, the school is responsible for the entire cost of the interpreting services.

Special Circumstances

VIDEOTAPING: All independent contractors will be notified if there will be videotaping of interpretation work performed in advance unless not known to Service Bridges. In general, videotaping must follow the following conditions: a) the Interpreter may request an unedited copy of the entire videotaped work within 15 days of the date of service for records and future use, b) the entity videotaping the likeness of an Interpreter will in no way profit from the use or reuse of the videotape in the future and c) the videotape will not be used for any illicit or illegal purposes in the future. Should these conditions not be met, videotaping will not be permitted otherwise the interpreter will relinquish the assignment, or will receive an additional fee negotiated between the Interpreter and Service Bridges before the event.

HOLD HARMLESS: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses including without limitation actual attorney's fees resulting from their own acts or omissions in connection with the performance of this agreement. Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance as shall be necessary to insure them and their employees, agents, or affiliates against any claim or claims for damages arising by reason of the performance by the party of the obligations required by this agreement. All disputes regarding this agreement shall be settled in Niagara County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

AMENDMENTS: This agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party. All such amendments shall be attached and become a part of this agreement immediately upon full execution of each amendment.

6.29 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 6, 2017 – JUNE 30, 2018 (cont'd.)

MASSIVE CLOSURES: Inclement weather, natural or manmade disasters resulting orders from city, county and/or state governments mandating closures thus causing a cancellation of interpreting service will not be charged, and interpreters will not invoice for service due to the nature beyond of Service Bridge's control. Because we cannot control the actions of independent contractors, we cannot be held responsible in the event that an interpreter does not show up to a job. The customer will not be charged.

Authorized Individual

Jason Goldstein, C.E.O.

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

Service Bridges, Inc.
8666 Buffalo Avenue, Niagara Falls, NY 14304

Date

Date

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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

[illegible]

On this ____ day of _____ 2017, 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/her 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. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 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 Maxim Staffing Solutions 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 \$45.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Maxim Staffing Solutions 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 \$45.00 per hour for a period commencing July 6, 2017 and ending June 30, 2018; and

RESOLVED, That the Agreement 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 Agreement; and

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

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 6th day of July, 2017, by and between the **City School District of the City of Niagara Falls** located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 392 Pearl Street, Suite 400, Buffalo, NY 14202 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in New York and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

**Niagara Falls City School District
630 66th Street
Niagara Falls, NY 14304
ATTN: Michael F. Lewis, Ph.D**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS
Signature

Printed Name & Title

Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:
Signature

Printed Name & Title

Date

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

**ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

Charges will be based on the following hourly rate schedule effective Effective Date: July 6, 2017.

Service	Weekday Rate	Weekend Rate
Registered Nurse	\$55	\$55
LPN	\$45	\$45
CNA	\$25	\$25

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS:

MAXIM HEALTHCARE SERVICES, INC. D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On this _____ day of _____ 2017, 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

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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/her 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. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.31 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 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Bass 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 specialized supports 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 specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$38.00 per hour; and

WHEREAS, The Agreement shall be effective for a term commencing July 6, 2017 and ending June 30, 2018; therefore be it

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board hereby approves the Agreement attached hereto with Supplemental Health Care to provide qualified professionals 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 \$38.00 per hour for a period commencing July 6, 2017 and ending June 30, 2018; 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 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.



SCHOOL STAFFING SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into this 6th day of July, 2017, by and between SHC Services, Inc. d/b/a Supplemental Health Care, (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and City School District of the City of Niagara Falls, on behalf of itself, its facilities, divisions, and subsidiaries (hereinafter collectively referred to as the "Client") with its principle offices located at 630 66th Street Niagara Falls, NY 14304. SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

RECITALS

WHEREAS, SHC a Delaware corporation provides supplemental staffing referral services to clients on an as needed basis;

WHEREAS, the Client is a school district with the need to provide health care services to identified students served by the Client;

WHEREAS, Client requests SHC to make available licensed and qualified health care professionals by acting as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary medical personnel ("Health Care Personnel") to supplement Client's staff; and

WHEREAS, SHC is willing to use its best efforts to recruit Health Care Personnel to work shifts at specified locations as requested from time to time by Client.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

1. SHC OBLIGATIONS:

- a. SHC, as requested by Client, will use its best efforts to locate, recruit and refer Health Care Personnel to Client to supplement Client's existing staff.
- b. SHC shall provide Health Care Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Health Care Personnel file, containing the following:

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- i. A completed application, which includes skills, specialties, and preferences.
 - ii. Documentation of special education or training.
 - iii. A minimum of two references, which reflect satisfactory performance within the job category.
 - iv. Verification of identity, credentials, and authority to work.
 - v. Copy of current license, Basic Life Support/CPR, registration or certification as required by position.
 - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client.
 - vii. Dates of employment and performance evaluations.
 - viii. Confirmation of completing criminal background investigation and pre-employment drug screen.
 - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d.** SHC shall provide SHC orientation for all new Health Care Personnel, SHC's orientation includes but is not limited to, child and dependent adult abuse reporting obligations and procedures, and which may include Client-specific information upon Client's request.
- e.** Health Care Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before commencing work at Client's facility or student locations.
- f.** SHC shall maintain commercial general liability and medical professional liability insurance for SHC and Health Care Personnel with a liability limit of not less than \$1 million per occurrence and \$3 million aggregate.
- g.** SHC will use its best efforts to refer Health Care Personnel who will follow Client policies provided to SHC, to protect the health and welfare of the Client's students.
- h.** SHC will notify Client via written correspondence, fax, email or phone, of the initiation of any action, of which it becomes aware, commenced for the purpose of suspending, revoking or limiting any Health Care Personnel's license then providing services to Client. Written description of SHC Quality Assurance process is available upon request.
- i.** SHC will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal Statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap and/or marital status.
- j.** SHC will comply with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements.
- k.** If services provided under this Agreement have an aggregate value of ten thousand dollars (\$10,000) or more, during a twelve (12) month period, SHC shall make its books, documents, records, etc., pertaining to this Agreement, available to the Secretary of Health and Human Services and/or the United States Comptroller General for four (4) years after furnishing services to Client.
- l.** SHC shall use its best efforts to comply with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.
- m.** All Health Care Personnel providing services pursuant to this Agreement shall be considered employees of SHC, unless otherwise specified. This Agreement also applies to an independent contractor or subcontractor referred for service and accepted by Client.
- n.** SHC assumes sole and exclusive responsibility for compensating Health Care Personnel for services performed for Client. SHC is responsible for withholding federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, and reimbursing meal and lodging expenses as applicable under the Agreement.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

2. CLIENT OBLIGATIONS:

- a. Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Health Care Personnel. Clinical competency will be determined by the appropriate Client administrator which may be communicated to SHC via written correspondence, fax, email or phone. Notwithstanding the foregoing, the parties agree that Client, in its sole discretion, shall determine the suitability of Health Care Personnel to provide services for Client.
- b. Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified Health Care Personnel. Client further acknowledges that the ability to attract and retain qualified Health Care Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, and that SHC's database of Health Care Professionals constitute an asset of SHC, which is confidential, proprietary and not disclosable to Client.
- c. Client shall provide clinical direction, supervision, management, and productivity expectations to Health Care Personnel while providing professional services under this Agreement. To the extent that Health Care Personnel provide health-related services to Client's students, Client will ensure such services comply with all treatment plans and is consistent with Client's students' best interests, as determined by Client. Client agrees that SHC is not responsible for Health Care Personnel's productivity while on assignment; therefore, Client will pay invoiced amounts in full without regard to productivity requirements placed on Health Care personnel by Client.
- d. Client shall be responsible for educating the Health Care Personnel regarding Client's policies and procedures concerning its operations and student care, and communicating its expectations regarding the professional services to be rendered by Health Care Personnel pursuant to this Agreement.
- e. Client will not require Health Care Personnel to perform in a manner other than that which is reasonable and customary within their profession. Health Care Personnel shall not be requested to perform services outside the general job description provided by Client and/or the education, licensing, certification, skills or clinical competence of the Health Care Personnel. Prior to providing services, Client shall ensure that Health Care Personnel receive proper orientation to the Client's policies and procedures related to the student care area to which they are assigned, floated or reassigned.
- f. Client shall provide SHC information and copies of Client policies to orient Health Care Personnel, as requested by client.
- g. Client agrees that it shall not either, directly or indirectly, employ or attempt to employ, a Health Care Professional (i) referred by SHC to Client for one year from the date of the referral; or, (ii) if the Health Care Professional provides services through SHC to the Client, during the assignment and one year after its termination. Notwithstanding the foregoing in this Section 2.g., Client may hire the Health Care Professional with written consent of SHC or by complying with Schedule A ("Billable Employment Conversion Costs").
- h. Client will immediately notify SHC via written correspondence, fax, email or phone, of the initiation of any licensing issues, clinical and student care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding SHC Health Care Personnel. The notification should include, but are not limited to: risk management actions or concerns; occupational/safety hazards, events or injuries; events or sentinel events of which Client is aware regarding Health Care Personnel. Written description of SHC Quality Assurance process is available upon request. Client will make available an appropriate panel for peer review as necessary.
- i. Client agrees that Health Care Personnel who are required to travel away from home to fill an assignment will be retained for full time positions for a period of 13 weeks ("Travel Assignments"), unless otherwise agreed by the parties in a signed Confirmation of Assignment ("COA"), which is incorporated herein by reference. Full time is defined as a minimum of 36 hours per week.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- j. Client will not discriminate in employment or referral of Health Care Personnel on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap.
- k. Client will maintain in clean and good working order its facilities, machines and equipment; provide currently and appropriately trained staff and supervisory personnel; and provide an acceptable working environment. Client will not entrust Health Care Personnel with access to cash, credit cards or negotiable instruments.
- l. Client represents that it is neither currently being investigated nor has been previously indicted by any state or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs administered by, through or under any state or federal agency.
- m. Client may request that SHC terminate any Health Care Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training and experience; fails to follow Client's policies and procedures, or fails to engage in commonly accepted standards of care. Client agrees that it will pay for all services performed up to the date of termination. Client will provide specific basis for the request for termination, in writing, which will be referred to the Health Care Personnel and reported, as required, to state professional licensing standards and SHC's Quality Assurance.
- n. Client will not give access to Health Care Personnel confidential medical records in violation of HIPAA.
- o. Client acknowledges that SHC provides a valuable service to Client for which it will, pursuant to the terms of this Agreement and/or industry standards or practice, compensate SHC.
- p. In the event Health Care Personnel are injured in performing duties for Client, Client shall cooperate with SHC's investigation and response to such injury, including any need for light duty assignments.

3. COMPENSATION AND BILLING:

- a. SHC will bill Client weekly for its services in accordance with the rate schedule attached as Schedule "A" (Rate Schedule). SHC reserves the unilateral right to increase the stated rates, due to increased employment costs, upon thirty (30) days written notice to the Client.
- b. The Rate Schedule will remain in effect for the term of the Agreement unless SHC provides Client a written notice of rate increase as set forth in paragraph 3.a above.
- c. Mileage costs will be invoiced by SHC and paid by Client, unless stated in the Rate Schedule.
- d. The Rate Schedule is inclusive of all costs associated with the specific assignment, such as wages, payroll taxes, insurance, and meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. SHC and Client have entered into a reimbursable arrangement requiring SHC to maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section 274(d), which will be provided to the Client by invoice.
- e. Invoices are due upon receipt. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within 14 days of receipt are conclusively presumed to be valid and accepted by Client.
- f. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Health Care Personnel under this Agreement, which includes any of Client's billing issues based on Health Care Personnel's productivity requirements as defined by Client.

- 4. **TERM:** The term of this Agreement, is twelve (12) months from the date first stated above, unless sooner terminated by either party under this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. However, scheduled assignments then occurring shall be completed and compensation paid to SHC. In the case of a breach of this Agreement, the non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection, or any material breach of the Agreement.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- 5. RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are independent contracting entities and do not create a joint venture, partnership or association under federal or state law. Client shall not make any payment to Health Care Personnel, unless authorized in writing by SHC.
- 6. INDEMNIFICATION:** Each party to this Agreement agrees that they shall hold harmless, indemnify and defend the other party, its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, including reasonable attorney's fees and court costs to the extent caused by any act or omission on the part of the other party, its agents, contractors or employees. SHC shall indemnify and defend Client against any claims by its Health Care Personnel for unpaid wages or workers' compensation, subject to SHC's right of subrogation.
- 7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDEMNIFICATION OR DEFENSE, OR ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES, DAMAGES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION OF A PARTY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, IN AN AMOUNT WHICH EXCEEDS THE TERMS AND CONDITIONS OF A PARTY'S THEN EXISTING AVAILABLE AND APPLICABLE INSURANCE COVERAGE.**
- 8. MAINTENANCE OF BOOKS AND RECORDS:** SHC shall keep and maintain records relating to services rendered hereunder as may be required by Client or by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for SHC's services are submitted which shall not be less than five (5) years from dates of services. Upon reasonable notice to SHC, Client shall have the right to inspect SHC's records, relating to services rendered under this Agreement, upon not less than fifteen (15) business days' written notice. Client shall pay all costs of requested copying.
- 9. COMPLIANCE:** Performance under the Agreement shall be: (a) in substantial compliance with all applicable federal, state, and local laws, rules, ordinances and regulation; and (b) consistent with the reasonable and lawful policies and procedures of the Client. SHC shall not knowingly jeopardize the licensure of the Client or its participation in the Medicare and/or Medicaid programs.
- 10. NON-APPROPRIATION OF FUNDS:** It is understood and agreed between the parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this agreement, Client shall immediately notify SHC of such occurrence and this agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client of any kind whatsoever.
- 11. OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Health Care Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Health Care Personnel shall in no way be liable or legally responsible to anyone for the Client's use of any such materials, or following termination.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

12. **CONTINGENT FEES PROHIBITED.** The SHC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
13. **SUSPENSION AND DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signature below the parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
14. **NOTICES:** Unless otherwise provided in this Agreement, Notice provided under this Agreement shall be deemed to have been delivered, when sent through US mail, postage pre-paid, certified, return receipt requested, five (5) days after mailing; or, by overnight mail, upon receipt, to the address of a party stated below.

Client:

City School District of the City of
Niagara Falls

630 66th Street
Niagara Falls, NY 14304
Attn: Mark Laurrie

SHC:

SHC Services Inc.
1640 W. Redstone Center Drive,
Suite 200 Park City, Utah 84098
Attn: Contracting Department

The address for Notice may be changed in writing by providing the other party a new address for serving the Notice. In the event of a critical situation, service of a Notice by facsimile or email will accomplish delivery of a Notice, if the noticing party provides proof of receipt.

15. **CONFLICT OF INTEREST.** SHC hereby certifies and represents that none of the Client's officials, employees or agents has any significant financial or other pecuniary interest in the SHC's business enterprise or in the performance of this Agreement or any Assignment, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the Client.
16. **MISCELLANEOUS:**
- The laws of the State of New York govern the interpretation and construction of this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
 - Neither party may assign this Agreement without the prior, written approval of the other.
 - This Agreement shall constitute the entire Agreement of the parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the parties with respect to the matters addressed herein. This Agreement may be amended at any time by mutual agreement of the parties, providing that such amendment is in writing and executed by both parties hereto, with the exception of the Rate Schedule which can be unilaterally updated by SHC as provided for in Section 3.a above.
 - In the event that any clause in this Agreement is found to be invalid or unenforceable, all other clauses are severable and will remain in full force and effect.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

- e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission showing the signatures of the parties hereto.
- f. The parties agree that the terms and conditions of this Agreement are confidential. Neither party shall distribute this Agreement, or any part thereof, to third persons unless required by law or court or administrative order.
- g. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.
- h. The undersigned represents that he/she is duly authorized by the Client to enter into this Agreement and bind the principal to performing the terms and conditions of this Agreement.
- i. Subsections 1.k., 2.g., 2.p. and Sections 6 and 7 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and entered into this Agreement as of the Effective Date set forth above.

**SHC SERVICES, INC. dba
SUPPLEMENTAL HEALTH CARE**

**CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS**

By: _____

By: _____

Name: Laeni Mazurkiewicz

Name:

Title: Senior Market Manager

Title:

SCHEDULE A

Bill Rates:

Specialty	Hourly Rate
PT	\$56-\$60
OT	\$56-\$60
SLP	\$57-\$61
PTA	\$39-\$44
COTA	\$39-\$44
RN	\$50
LPN	\$38

***All rates are all-inclusive of payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.**

Confirmation of Assignment. The rates above are the minimum base rates for this Agreement; however, the parties acknowledge that depending on the length of the job assignment, specific credentialing requirements, and/or the availability of staff, there may be times that the actual bill rate will exceed the rates set forth above. Therefore, the parties have/will execute a Confirmation of Assignment (COA) that will set out the specific requirements for the assignment as well as the applicable bill rate.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

Minimum Guarantee. Client agrees to schedule all Health Care Personnel confirmed for either a Travel Contract period and/or Local Contract for the weekly minimum hours of forty (40) for all eight (8), ten (10) or any combination of eight (8) or ten (10) hours shifts; and a minimum of thirty-six (36) hours for all twelve (12) hour shifts ("Minimum Hours") and to guarantee the total assignment hours ("Minimum Assignment Hours") for the assignment as specified on the COA. The calculation of the guaranteed minimum work week includes regular, call back and overtime hours worked, but does not include any "on-call" time. Client may place such Health Care Personnel in normal rotation to transfer/float in accordance with section 2.e of this Agreement, if necessary, in order to meet the Minimum Assignment Hours requirement. Notwithstanding the foregoing, the Minimum Hours or Minimum Assignment Hours shall not apply to Health Care Personnel who are assigned to the Client on a per diem basis.

Breaks/M meal Periods. Client shall provide Health Care Personnel all breaks and meal periods required pursuant to state and federal law. It is the Client's responsibility to ensure that such break/meal period is identified on the Health Care Personnel's time sheets prior to approving such time sheet.

Mileage Costs: Client shall be invoiced and shall pay the then-current IRS Standards, for all local mileage for Health Care Personnel while traveling between Client's facilities.

Meals and Lodging Costs: All rates set forth herein are inclusive of meals and lodging costs, if incurred.

Workweek: SHC's workweek is defined as Sunday – Saturday. **Cancellations:**

- **Contract Assignments:** If Client wishes to cancel a contract assignment before such assignment begins, Client must provide SHC at least fourteen (14) days prior written notice of the scheduled commencement date of that assignment. If less than fourteen (14) days' notice is provided, then Client shall be invoiced a penalty equal to three (3) shifts of said assignment.
- **Travel Assignments:** If Client wishes to cancel a travel assignment that has begun, Client shall provide SHC with a minimum of thirty (30) days prior written notice and SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than thirty (30) days' notice is provided, Client shall pay the total contracted amount for such travel assignment as if the Health Care Personnel had worked the full assignment as well as any costs incurred for travel and lodging that could not be cancelled due to the short notice.
- **Per Diem Assignments:** If Client wished to cancel a per diem assignment prior to assignment begins, Client must provide SHC with twenty-four (24) hours prior notice of cancellation; otherwise a four (4) hour minimum billing will be assessed.

Billable Employment Conversion Costs: A Health Care Personnel may be employed by the Client after the completion of 1,040 hours of service as an SHC employee at the Client facility and Client pays to SHC a fee of \$7,000 for the positions of PT/OT/SLP/RN and \$5,000 for the positions of PTA/COTA/LPN/LVP and \$2,500 for CNA. As clarification of Section 2.g., any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly, or through another staffing referral company, for one year following the submission of the application.

Direct Placement Fee: In the event the Client wishes to have SHC to conduct a search for qualified candidates to be hired by Client ("Candidate"), Client agrees to pay SHC a recruitment fee of 20% of the Candidate's first year salary, for any Candidate presented to Client by SHC who accepts a position with any clinic, group or organization owned, operated, subcontracted with or otherwise affiliated with Client whether or not in Client's actual community. This recruitment fee shall apply to each Candidate introduced by SHC for a permanent position, whether the Candidate has actually performed medical services through SHC. The fee will be due when an employment agreement, either written or verbal, is reached between the Client and the Candidate, or on the first day that the Candidate begins work for Client, whichever comes first.

6.31 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 2017-2018 SCHOOL YEAR (cont'd.)

Increase of Bill Rates: SHC reserves the right to unilaterally amend this Schedule A to increase the rates set forth above: (1) in the event there is an increase in SHC's burden costs as a result of any governmental mandate; and/or (2) at the beginning of each calendar year if there is an increase in the health care index., provided that SHC sends Client a written notice thirty (30) days in advance of such increase.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

BOARD MEMBER RETURNS

Bishop Dobbs returned to the meeting at approximately 6:26 p.m.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Aspire Of Western New York, Inc. a copy of which is attached for the period commencing July 1, 2017 and ending June 30, 2018; and be it further

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 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 Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July 2017, 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 ASPIRE OF WESTERN NEW YORK, INC., 4635 Union Road, Cheektowaga, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 1, 2017, and ending June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
 - 3-A. In addition to the services hereinbefore provided for, upon the request of the School District, the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
 4. The School 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.
 5. The School 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
 6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Aspire of Western New York, Inc. of its intention to terminate.
 7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.32 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

Aspire of Western New York, Inc.

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Autism Services, Inc. a copy of which is attached for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, 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 AUTISM SERVICES, INC., 4444 Bryant & Stratton Way, Williamsville, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Autism Services of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

Autism Services, Inc.

By: _____

President

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.33 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Baker Victory Services Schools a copy of which is attached for the period commencing July 6, 2017 and ending June 30, 2018; 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.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July, 2017, by and between 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 BAKER VICTORY SERVICES SCHOOLS, 650 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of each child so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Victory of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:
Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

BAKER VICTORY SERVICES SCHOOLS

BY: _____

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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

**6.34 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES
SCHOOLS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ___ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT
SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL
YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 music therapy; therefore 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 Agreement; and

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

6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

Agreement to Provide Therapy Services

This agreement between BHSC Services, hereinafter called the "Provider", and Niagara Falls City School District, hereinafter called the "School" is for the provision of music therapy services.

I. Responsibilities of the Provider

1. Provider will provide music therapy services to students with impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Assigned staff will participate in required meetings and conferences as requested by the School.
4. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
5. Provider will submit a completed time sheet to the School on a weekly basis.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.
2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

6.35 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 6, 2017 until June 30, 2018 and will be reviewed by both parties on an annual basis.

For: BHSC Services

Date

For: City School District of the City of Niagara Falls

Date

NEW YORK STATE)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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 ____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with the Buffalo City School District – School 84 for the period commencing September 1, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, 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 THE BUFFALO CITY SCHOOL DISTRICT, 708 City Hall, Buffalo, NY, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
4. The School 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.
5. The School 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

**6.36 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT
– SCHOOL 84 FOR 2017-2018 SCHOOL YEAR (cont'd.)**

6. This Agreement shall expire on June 30, 2018.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:
Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

Buffalo City School District

By:

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with BUFFALO SPEECH AND HEARING CENTER for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2017, by and between the BOARD OF EDUCATION OF 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 BUFFALO SPEECH AND HEARING CENTER, 50 E North St., Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.
5. The School 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
6. This Agreement shall expire on June 30, 2018.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

BUFFALO HEARING AND SPEECH CENTER

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.37 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Cantalician Center for Learning for the period commencing July 6, 2017 and ending June 30, 2018; 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.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Cantalician Center for Learning of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

CANTALICIAN CENTER FOR LEARNING

By:

President

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

RESOLVED, That the Board approve the Agreement with Center for Handicapped Children for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 CENTER FOR HANDICAPPED CHILDREN, 80 Lawrence Bell Drive, Suite 115, Williamsville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School 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.
5. The School 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
6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Center for Handicapped Children of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

CENTER FOR HANDICAPPED CHILDREN

By:

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2017-2018

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 6, 2017 and ending June 30, 2018 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.

Agreement to Provide Therapy Services

This agreement between Community Based Therapies, hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of occupational therapy and/or physical therapy services on behalf of the School to be provided at West Buffalo Charter School.

I. Responsibilities of the Provider

1. Provider will provide Related Services to children with motor-sensory impairments as assigned by School supervisors.
2. School supervisor will contact Provider supervisor when a new case arises. Once notified, the Provider will make its best effort to assign a therapist in a timely manner and accommodate the student's and therapist's scheduling needs.
3. The Provider will complete any required documentation for consultation services in accordance with School or standard procedures.
4. The Provider will assure clinical competence and credentials of the assigned consulting staff in accordance with this Agreement.

**6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES
FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY
FOR 2017-2018 (cont'd.)**

5. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.
6. Assigned Provider staff will participate in CSE meetings and parent conferences as requested by the School.
7. All assigned staff will have been fingerprinted before commencing services.
8. The Provider will submit case related paperwork (e.g. evaluation report, daily logs); completed time sheet; and service log to the School in a timely fashion.

II. Responsibilities of the School

1. The School agrees to pay Provider, for services provided, pursuant to this agreement, through Provider's billing agent, BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes therapy and any paperwork, consults or meetings required. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting).
2. The School agrees to submit payment to BHSC Contract Services within thirty (30) days of receipt of the monthly billing invoice.
3. The School agrees not to hire or solicit for hire any employees, or former employees who provide services under this Agreement for a period of one (1) year following termination of this agreement, or hire or solicit for hire former employees within 90 days of his or her last day of employment with the Provider.
4. In the event the School violates II.3. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

III. Mutual Agreements

1. Either party may terminate this agreement with written notification thirty (30) days prior to actual termination.
2. This contract will be in effect July 6, 2017 through June 30, 2018 and will be reviewed by both parties on an annual basis.

For: Community Based Therapies

Date

For: City School District of the City of Niagara Falls

Date

**6.40 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES
FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY
FOR 2017-2018 (cont'd.)**

STATE OF NEW YORK)
) :ss
COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-
2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 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 Agreement with Gateway-Longview for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 GATEWAY-LONGVIEW, 6350 Main Street, Williamsville, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 SCHOOL YEAR (cont'd.)

School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Gateway-Longview of its intention to terminate.

6.41 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2017-2018 SCHOOL YEAR (cont'd.)

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

Gateway-Longview

By:

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, 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 INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 Agreement with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2017, by and between the BOARD OF EDUCATION OF 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 HERITAGE CENTERS, THE ERIE COUNTY CHAPTER, of NYSARC, Inc., 777 Maryvale Dr., Cheektowaga, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

4. The School 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.
5. The School 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
6. This agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) day written to Heritage Centers of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

(SEAL)

Attest:

Clerk

(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

Heritage Education Center

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF ERIE)

On this _____ day of _____, 2017, 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

6.42 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
) :ss
COUNTY OF NIAGARA)

On this ____ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, 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 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

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 with Kenmore-Tonawanda Union Free School District a copy of which is attached for the period commencing September 1, 2017 and ending June 30, 2018; and be it further

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 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 Agreement; and

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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2017, 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 Kenmore- Town of Tonawanda Union Free School District, 1500 Colvin Boulevard Kenmore, NY 14223, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about September 1, 2017, and ending on or about June 30, 2018 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such children 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 School at any time when he/she 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/her duly authorized representative.

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:

2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:

- Non-Resident 15:1 Tuition for 17/18 \$26,276.00
- OT Consult \$26.00 per session
- Speech Individual \$3,283.00 per year
- Speech Group \$1,642.00 per year
- Personal Aide @ 50% \$16,000.00 per year

for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Kenmore-Town of Tonawanda Union Free School District of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

Kenmore-Town of Tonawanda Union Free
School District

By: _____

President

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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

6.43 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2017-2018 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Randolph Academy UFSD - Hamburg Campus for the period commencing July 6, 2017 and ending June 30, 2018; 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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 RANDOLPH ACADEMY UFSD - HAMBURG CAMPUS, 3780 Howard Road, Hamburg, New York, party of the second party, herein called the School.

6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and

**6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY
UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Hopevale-Randolf Academy UFSD of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

RANDOLPH ACADEMY UFSD – HOPEVALE
CAMPUS

By: _____

PRESIDENT

**6.44 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY
UFSD-HAMBURG CAMPUS FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY &
YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 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 Agreement with New Directions Family & Youth Services for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this_____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 NEW DIRECTIONS FAMILY & YOUTH SERVICES, 6395 Old Niagara Road, Lockport, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR (cont'd.)

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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School 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.
5. The School 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
6. This Agreement shall commence July 6, 2017 and terminate on June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to New Directions of its intention to terminate.

6.45 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2017-2018 SCHOOL YEAR (cont'd.)

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

NEW DIRECTIONS FAMILY & YOUTH SERVICES

By:

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2017-2018 School Year; 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.

AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2017, 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 the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621-10th Street, Niagara Falls, New York 14301, party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on July 6, 2017, and ending on June 30, 2018, Memorial Medical Center will provide adequate and sufficient occupational therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall 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 service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
 - e. Direct student care and implementation of home program
 - f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Certification "Of Under the Direction and Accessibility" of Supervision of occupational therapy support staff
 - i. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - j. Refer students to the Committee on Special Education who may need evaluation or service
3. Memorial Medical Center 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 Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
4. The School District agrees:
 - a. To provide suitable treatment and classroom facilities for occupational therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal occupational therapy care.

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

- b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend an occupational therapy session.
- c. To pay the sum of \$ 122.38 for each occupational therapy evaluation.
- d. To pay the sum of \$48.53 per classroom consultation per classroom contact. (For students on consultation only.)
- e. To pay the fixed sum of \$ 223.66 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.

6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

By: _____

President

STATE OF NEW YORK)

)**:ss**

COUNTY OF)

On this ____ day of _____, 2017, 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

6.46 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2017 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2017-2018 School Year; 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 2017-2018 SCHOOL YEAR (cont'd.)

AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____day of July, 2017, 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 the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621 -10th Street, Niagara Falls, New York 14301 party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, Memorial Medical Center will provide adequate and sufficient physical therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall 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 service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
 - e. Direct student care and implementation of home program

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

- f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - i. Refer students to the Committee on Special Education who may need evaluation or service
- 3. Memorial Medical Center 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 Physical Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
- 4. The School District agrees:
 - a. To provide suitable treatment and classroom facilities for physical therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal physical therapy care.
 - b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend a physical therapy session.
 - c. To pay the sum of \$ 122.38 for each physical therapy evaluation.
 - d. To pay the sum of \$ 71.74 for each thirty (30) minute unit of individual therapy.
 - e. To pay the sum of \$ 85.45 for each thirty (30) minute unit of group therapy.
 - f. To pay the sum of \$49.58 for each classroom consultation or visitation.
- 5. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.
- 6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.47 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2017-2018 SCHOOL YEAR (cont'd.)

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

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

By:

President

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2017, 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 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2017-2018 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 with Stanley G. Falk School for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 STANLEY G. FALK SCHOOL, 848 Delaware Avenue, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2017-2018 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

4. The School 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.

5. The School 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

6. This Agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Stanley Falk of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

STANLEY G. FALK SCHOOL

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this _____ day of _____, 2017, 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

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2017-2018 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ___ day of July, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR
2017-2018 SCHOOL YEAR**

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys 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 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 with Summit Educational Resources for the period commencing July 1, 2017 and ending June 30, 2018; 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.

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2017, by and between the BOARD OF EDUCATION OF 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 SUMMIT CENTER, 150 Stahl Road, Getzville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2017-2018 SCHOOL YEAR (cont'd.)

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School and the School District shall hold harmless and indemnify each other from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School 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

6. This agreement shall commence July 6, 2017 and terminate June 30, 2018. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Summit Educational Resources of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

THE SUMMIT CENTER

**6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR
2017-2018 SCHOOL YEAR (cont'd.)**

Attest:

By: _____

PRESIDENT

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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/her 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, 2017, 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/her 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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH
AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR
PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC.
7/6/17—6/30/18**

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

WHEREAS, The District has hired The Summit Center, Inc. as an independent agency to render professional services and consultation; and

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

WHEREAS, The current term of this Contract is for the period July 6, 2017 through June 30, 2018; 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 \$15,000.00 (100 total hours) and will be billed monthly; therefore be it

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 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 Agreement; 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 6th day of July, 2017 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 The Summit Center, Inc. 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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder 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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder which shall include but not be limited to the following:

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

- a. small and large group professional development as defined by the District
- b. consultation services related to the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

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 monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$150 per hour. Total billable hours for services shall not exceed eighty (80) hours. 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 6, 2017 through June 30, 2018, provided, however, that any party may at any given time terminate this Contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—6/30/18 (cont'd.)

8. Assignment: The services to be rendered by the second party under this Contract are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Contract and any attempted such transfer, assignment or delegation shall be wholly void.

9. Entire Contract: This Contract 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 Contract on the day and year first above written.

The Summit Center, Inc.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____, 2017, 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 _____, 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

WHEREAS, The Lease will become effective July 7, 2017 and terminate June 30, 2018; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, a copy of which is attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities to be effective July 7, 2017 and terminate June 30, 2018; and be it further

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

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

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

LEASE BETWEEN
NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC.
AND
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

This Lease, made this 7th day of July, 2017, 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 District leased space in Niagara Falls High School to the Police Athletic League to conduct its community and student based programs; 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

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

WHEREAS, The District desires to continue to lease space at Niagara Falls High School to permit PAL to continue to conduct such activities and to allow the District to continue 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.
 - 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, lacrosse, soccer, softball, chess 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 Lease 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.

6.51 APPROVAL OF LEASE BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS—JULY 7, 2017 – JUNE 30, 2018 (cont'd.)

4. At the expiration of this Lease, 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 term of this Lease shall be July 7, 2017 through June 30, 2018. Notwithstanding the foregoing, either party may terminate this Lease at any time and for any reason upon giving the other party ninety (90) days written notice of its intent to so terminate, and this Lease shall terminate ninety (90) days from the date of said notice.

IN WITNESS WHEREOF, the parties have executed this Lease 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: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 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

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.

LEASE AGREEMENT

This is a Lease Agreement by and between the City School District of the City of Niagara Falls, New York, a school district created and existing pursuant to the laws of the State of New York, hereinafter sometimes referred as “the District”, with its principal offices at 630 66th Street, Niagara Falls, New York, 14304, and the Orleans/Niagara Board of Cooperative Educational Services (Orleans/Niagara Board of Cooperative Educational Service (Orleans/Niagara BOCES), hereinafter sometimes referred to as “the BOCES”, created and existing under the laws of the State of New York, with its principal offices at 4232 Shelby Basin Road, Medina, New York 14103.

1. Premises:

The District hereby leases to BOCES at no cost and BOCES hereby leases from the District the use of certain space in the District’s Central Office Building located at 630 66th Street, Niagara Falls, New York 14304.

The District shall also permit the BOCES at no cost, to use in common with others the common areas which shall include but not be limited to lavatories, hallways, staff rooms and parking areas, respectively (“shared use space”), during such times as the building is opened which use shall be subject and subordinate to and in accordance with a scheduling determined solely by the District and subject to the normal and reasonable business operations procedures of the District.

The area specifically leased by the BOCES, together with the above-referenced shared use space, shall hereinafter be referred to as "the leased premises".

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

2. Use:

All leased space located at 630 66th Street, Niagara Falls, New York is to be used for Copy room services and staff preparation space for the BOCES' staff and for related office and program support functions.

The use of the shared use space shall not interfere with or infringe upon the scheduling of programs related to the educational objectives and the purposes and other use agreements of the District which shall have priority. Should the space be needed by the District, it may be reduced or this Lease may be terminated pursuant to paragraph 7(A)(i) of this Agreement.

3. Term:

The term of this Agreement shall commence on the date(s) each school board approves the lease, and continue thereafter until terminated, provided, the District and/or BOCES shall terminate this Lease as provided in paragraph "7" herein.

4. District Obligations:

The District shall, at its expense, during the Lease term:

- a. Perform any and all necessary (major and minor) exterior or interior maintenance or repairs to the leased premises, including but not limited to maintenance or repair of the buildings' foundation(s), bearing walls, exterior or interior walls, sub flooring, roofing, exterior or interior doors, boilers, heating systems, ventilation systems, air conditioning systems, windows and skylights (if any);
- b. Furnish utility services, including heating fuel(s), electricity, water service, sewage service and telephone service, to the leased premises;
- c. Maintain the electrical, plumbing and sewage systems for the leased premises;
- d. Clean and maintain the leased premises in presentable condition; and
- e. The District shall assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the District, its agents, representatives, employees, patrons, volunteers, contractors, or others claiming and using the premises through the District.

5. BOCES Obligations:

The BOCES shall, at its expense, during the Lease term:

- a. Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents, representatives, employees, patrons, volunteers, contractors or others claiming and using the premises through BOCES;
- b. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District as an additional party insured in an amount of One Million Dollars (\$1,000,000.00) for loss of life or bodily injury to one or more persons and Three Hundred Thousand Dollars (\$300,000.00) for property damage due to fire, with an umbrella excess coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) for loss of life or bodily injury and property damage (provided that the property is not under the BOCES' care, custody and control) arising from the BOCES' use and

occupancy of the leased premises and/or the equipment therein and/or occurring on the premises.

6.52 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 insurance shall name the District as an additional insured. The BOCES shall furnish the District with certificates of such insurance no later than thirty (30) days prior to commencement of the term,

which certificates shall provide among other things that the insurance shall not be canceled except upon (30) days prior written notice to the District.

- c. Allow an authorized agent of the District to enter the leased premises at all hours and at all times during the term of this Lease for any purpose whatsoever, but shall make reasonable effort not to disturb the leased premises or disrupt the operations of the BOCES for the purpose of inspecting the premises.
- d. Make every reasonable effort to keep clean and orderly the leased premises.
- e. Not assign or pledge nor let or underlet the whole or any part of the leased premises, nor make any alteration therein without the written consent of the District under the penalty of forfeiture and damages.
- f. Quit and surrender the leased premises at the expiration of the term in as good a state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- g. Shall not be obligated for nor pay additional cost for the operation of the leased premises if required to be opened by BOCES on dates closed by the District. Said times shall be consistent with the adopted BOCES Regional Calendar annually provided to the district.

6. Quiet Enjoyment:

Upon the BOCES's performance of all of the covenants and conditions on its part to be performed, the BOCES shall peaceably and quietly hold and enjoy the leased premises for the term hereby granted, without hindrance or interruption by the District, subject to the covenants and conditions contained in this Agreement.

7. Termination:

- A. The District shall have the right to reduce the size of the rented premises without penalty or any other further obligation upon thirty (30) days written notice to the BOCES upon:
 - (i) Its determination that the premises leased herein are needed by it for other educational and or administrative purposes, and the lack of such space would require it to obtain space elsewhere to conduct its business, however, that should the District terminate this Lease or reduce the size of the rented premises pursuant to this provision it shall make a reasonable effort to provide comparable space at like terms to BOCES within the District;
 - (ii) Failure of the BOCES to abide by any of the covenants, terms and provisions of the Agreement;
 - (iii) The destruction of the leased premises and the determination of the District not to rebuild and/or repair the premises.
- B. The District will give BOCES written notice at least 30 days prior to the effective date of any such reduction of space for rented premises as provided in 7(A).
In the event of the default by BOCES of any provisions of this Lease to be performed by BOCES, the District shall give notice to BOCES of the default and demand it be

cured within thirty (30) days of the date of such notice. In the event BOCES fails to cure the default within said thirty (30) day period, the District may terminate the lease.

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

- C. Notwithstanding anything in this paragraph 7 to the contrary, the District and BOCES shall each have the right to terminate this Lease or reduce the space of rented premises effective on July 1, of each year, provided the party so requiring such termination or reduction gave written notice to the other party on or before June 1 of the said year.

8. Entire Agreement:

This agreement contains all of the terms and conditions of the Lease between the parties, and there are no other terms and conditions with regard to same.

9. Severability:

If any of the provisions, terms or clauses contained in the Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction, then such provisions, terms or clauses shall be deemed severable, such that all other provisions, terms or clauses contained in this Agreement shall remain valid and binding upon both parties.

In Witness Whereof, the parties have executed this Agreement on the dates stated herein below:

FOR THE DISTRICT:

Signature
Title: President

Date_____

FOR THE BOCES:

Signature
Title: _____

Date_____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 continue to lease for space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union placed both phone and internet service into their name and agrees to continue to pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, A lease has been negotiated, the terms and conditions of the Lease are subject to the requirements of the Superintendent and the School District Attorney; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community Education Center, 6040 Lindbergh Avenue, commencing July 7, 2017 and continuing to June 30, 2018 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 The Niagara Falls Teachers' 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.

LEASE

THIS IS A LEASE, dated as of the 7th day of July, 2017, between CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, a school district organized under the laws of New York State, having its principal office at 630-66th Street, Niagara Falls, New York 14304 (the "Landlord"), and NIAGARA FALLS TEACHERS' CREDIT UNION, having its principal office at 6040 Lindbergh Avenue, Niagara Falls, New York 14304, (the "Tenant").

1. PREMISES. The Landlord leases to the Tenant, and the Tenant takes from the Landlord, space at 6040 Lindbergh Avenue, Niagara Falls, New York. The Tenant shall enjoy use of common areas as approved by the Landlord and in compliance with all rules and regulations regarding use of facilities.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

2. TERM. The Premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of twelve (12) months, commencing on July 7, 2017 and ending on June 30, 2018, and are terminable upon 30 days written notice by either party.

3. USE AND OCCUPANCY. The Tenant shall use the Premises only for the Tenant's normal activities. The Premises are available to the Tenant on the basis of the Landlord's calendar during normal work hours (7:00 a.m. to 8:00 p.m., Monday through Friday). The Premises are not available to the Tenant during the Landlord's holidays or emergency closings. The Tenant shall pay to the Landlord any out-of-pocket expenses for use outside of normal working hours.

4. RENT. The Tenant shall pay rent to the Landlord, at the address set forth in the first paragraph of this Lease, as follows. The annual rent shall be THREE THOUSAND DOLLARS (\$3,000.00), to be paid in twelve (12) equal monthly installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS. The Landlord shall be responsible for, and shall perform at the Landlord's expense, all necessary structural repairs to the Premises and the building and all regular exterior maintenance, excepting such repairs as are occasioned by the Tenant's willful or negligent acts. Such structural repairs and exterior maintenance to be performed by the Landlord shall include, without limitation, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, the roof, exterior doors, boiler(s), if any, the heating system, windows and skylights, if any. The Landlord shall also maintain the electrical, plumbing, sewage and air-conditioning systems, if any. The Landlord shall provide snow removal services, shall be responsible for opening and closing the building each day it is used by the Tenant and shall provide security for the building.

The Tenant shall take possession of the Premises in its present condition. The Tenant shall use reasonable care to keep the Premises in good order. The Landlord shall be responsible for all sweeping and routine maintenance of the Premises. The Landlord shall furnish and, as may become necessary, shall replace exterior and interior light bulbs.

During the term of this Lease, or any renewal or extension hereof, the Tenant shall have the right to make renovations to the Premises only in accordance with plans and specifications approved in advance of such renovations by the Landlord.

At the expiration of the Lease term or any extension thereof, the Tenant shall vacate the Premises, leaving the same in broom clean condition. The Tenant shall not be responsible for removing any of the improvements to the Premises constructed by the Tenant or on the Tenant's behalf.

6. UTILITIES. The Landlord shall provide and pay the cost of all utility services, except phone and internet services, attributable to the Premises, including, without limitation, gas, electrical, water service and sewer rents.

The Tenant shall have the phone and internet service maintained in Tenant's name and make all monthly payments for their services directly to the carriers selected.

7. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the Premises, the Tenant shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction over the use and occupancy of the Premises. The Tenant will indemnify the Landlord against, and save the Landlord harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by the Tenant, its agents and employees. The Landlord

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction with respect to all aspects of the Premises and the improvements thereon other than those relating to the Tenant's use and occupancy. Such responsibility of the Landlord shall include the structure of the improvements on the Premises, the composition of such structures and the components thereof, the design and construction of such improvements, and the compliance as of the date of this Lease and during the term hereof of such improvements with all such valid governmental and insurance requirements. The Landlord will indemnify the Tenant against, and save the Tenant harmless from, any penalty or charge imposed and any damage incurred on account of any violation of this paragraph 7 by the Landlord, its agents and employees.

8. ACCESS TO PREMISES. The Landlord and its agents may enter and examine the Premises, in such a manner as not to interfere with the Tenant's use, at all reasonable times during business hours.

9. TOTAL OR PARTIAL DESTRUCTION. If the Premises are partially damaged by fire or other cause, the Landlord shall repair the damage, at its expense, and the rent shall be apportioned according to the portion of the Premises which is untenable until the repairs have been made. If the building on the Premises is totally destroyed, or is rendered untenable and unfit for occupancy by fire or other cause, and if the Landlord shall decide not to restore or rebuild, the Landlord may, within thirty (30) days after such casualty, give the Tenant written notice of such decision, which shall be given as provided in paragraph 21, and the term of this Lease shall expire by lapse of time on the third day after such notice is given, and the Tenant shall vacate the Premises and surrender them to the Landlord promptly. If the Tenant is not in default under this Lease at its termination as provided in this paragraph, the Tenant's liability for rent shall cease as of the day following the casualty. The Tenant expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

10. WAIVER OF SUBROGATION. Each party waives on behalf of its property insurer, all claims or rights of subrogation of any such insurer, against the other party for loss of or damage to the property to insured, other than loss or damage resulting from the willful act of the other party. Each party will maintain adequate insurance in its property, provided, however, that:

- (a) such waiver shall be ineffective as to any insurer whose policy of insurance does not permit it;
- (b) each party seeking the benefit of the foregoing waiver shall:
 - (i) request the other party to submit copies of its insurance; and
 - (ii) pay any additional charge imposed upon the other party for such waiver.
- (c) neither party shall be liable to the other under subparagraph (b), except for willful failure to comply with any request pursuant to subparagraph (b).

11. EMINENT DOMAIN. If all or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day possession is required for any public purposes, and the rent shall be paid up to that day, and from that day either the Landlord or the Tenant may, at its option, either:

- (a) cancel this Lease and declare it null and void as to the entire Premises; or
- (b) allow the Lease to continue under its terms, except that the rent shall be reduced in proportion to the amount of the Premises taken.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

All damages awarded for any taking shall belong to the Landlord, whether they are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, except for any portion of the award made to the Tenant for loss of business and except for any portion the award attributable to any improvements to the Premises made at the Tenant's expense.

12. ASSIGNMENT AND SUBLETTING. The Tenant shall not have the right to sublet or assign the Premises or any part thereof for the whole or any part of the term of this Lease, without the Landlord's prior written consent.

13. INSURANCE. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for fire and other risk insurance on the Tenant's personal property on the Premises.

The Landlord shall not be liable to the Tenant for any loss or damage either to person or property. The Tenant shall hold the Landlord harmless from legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Tenant's use or occupancy of the Premises, occasioned wholly or in part by any negligent act or omission of the Tenant, its agents, contractors, employees or others claiming through the Tenant. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for insurance coverage in the following amounts:

<u>Type of Policy</u>	<u>Limits of Liability</u>	
Workers' Compensation	Statutory	
NYS Disability	Statutory	
General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal and Advertising Injury
	\$1,000,000	Per Occurrence
	\$ 250,000	Fire Damage
	\$ 5,000	Medical Payments

Additional Insured: The Niagara Falls City School District with respects to General Liability.

The Board of Education of the School District of the City of Niagara Falls will be held harmless from any and all damages due to Bodily Injury and Property Damage.

At least five (5) days prior to the commencement of the term of this Lease, the Tenant shall furnish the Landlord with a certificate of such insurance, which shall provide that it shall not be cancelable, except upon thirty (30) days prior written notice to the Landlord.

14. NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of the performance of any such covenants or conditions.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

15. DEFAULT. If the Tenant defaults in the payment for the rent, or any part of it, and such default continues for a period of fifteen (15) days, or if the Tenant defaults in the performance of any of the other covenants and conditions of this Lease on the part of the Tenant to be performed, and such default continues for a period of thirty (30) days after notice pursuant to paragraph 21 of this Lease, or if the Tenant has not commenced to cure such default and does not continue diligently thereafter to effect a cure of such default after such notice, the Landlord may serve a written notice pursuant to paragraph 21 of this Lease upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of the serving of such written notice, and this Lease shall expire on the date so specified as if that date had been the original date fixed as the expiration date of the term herein granted, and the Landlord may, immediately or at any time thereafter, re-enter and resume possession of the Premises.

16. FIXTURES REMOVAL. Upon the termination of this Lease, the Tenant may remove any of its equipment or trade fixtures regardless of whether they are affixed to the Premises, provided that the Tenant shall repair any damage to the Premises as a result of such removal, and shall restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

17. QUIET ENJOYMENT. Upon the Tenant's payment of the rent and performance of all of the covenants and conditions on its part to be performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby granted without hindrance or interruption by the Landlord, subject to the covenants and conditions of this Lease.

18. LIABILITY. The Landlord and its agents and employees shall not be liable for, and the Tenant waives, any and all claims for damages to persons and property sustained by the Tenant or its agents, employees, invitees, or any person claiming through such parties, resulting from any accident or occurrence upon the Premises, except for the negligence of the Landlord or its agents and employees. This waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing, sewer, water systems or installations or from the operation of such equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of trespassers.

19. BROKER. No broker brought about this Lease, and neither party owes any commission as a result of its execution.

20. NOTICE. All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Landlord or the Tenant, as the case may be, at the address set forth in the first paragraph of this Lease. Either party may change its address by notifying the other of such change.

21. MODIFICATIONS. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. The terms, covenants and conditions contained in this Lease shall bind, and inure to the benefit of, the Landlord and the Tenant and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Lease as of the day and year first above written.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2017-2018 (cont'd.)

LANDLORD:

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By _____

President

TENANT:

NIAGARA FALLS TEACHERS' CREDIT
UNION

By _____

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.54 APPROVAL OF RETAINING SERVICES OF UNIFORMED POLICE OFFICERS OF THE DAY FROM THE CITY OF NIAGARA FALLS, NEW YORK AND/OR THE NIAGARA FALLS POLICE DEPARTMENT AS APPROPRIATE

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

WHEREAS; Creating and maintaining a safe and orderly environment in our schools is of paramount importance to the students, staff, parents, and community, and

WHEREAS, To accomplish such it is the recommendation of the administration that the City School District of Niagara Falls continue to request and retain services of uniformed police officers from the City of Niagara Falls, New York to be used at Gaskill Prep School, LaSalle Prep School, and the Community Education Center on days when students are in session for a period not to exceed four hours daily; and

WHEREAS, These officers will increase the safety of students and staff, promote and support organizational strategies that address and prevent causes of crime and dysfunctional behavior by working with administration, staff, and faculty to expand, and enhance the strategies and provide positive role models to students; therefore be it

RESOLVED, That the Board of Education approves retaining services of Uniformed Police Officers from the City of Niagara Falls, New York and/or the Niagara Falls Police Department as appropriate, to be used at Gaskill Prep School, LaSalle Prep School, and the Community Education Center on days when students are in session, for a period not to exceed four hours daily; and further.

RESOLVED, That during the 2017-2018 school year the administration embody in a written Agreement with the City of Niagara Falls and/or the Police Department, the retaining of and the terms and conditions thereof of the Uniformed Police Officers as provided in this resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER

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

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

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 7, 2017 and ending June 30, 2018, a copy of which is attached; 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 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 7th DAY OF July, 2017 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 hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

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 party insured on a primary and non-contributory basis. 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.

6.55 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 7, 2017 through June 30, 2018, 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.
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
Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.56 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 2017; therefore, be it

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August 2017 as it pertains to the 2016-2017 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 2017 which will show all transactions made and approved by the Superintendent of Schools.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.57 APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH BOCES, AND/OR VARIOUS MUNICIPALITIES AND GOVERNMENT AGENCIES

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 City School District of the City of Niagara Falls, 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 City School District of the City of Niagara Falls, 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 that when participating in a cooperative bid prepared and offered through BOCES, to abide by majority decision of the participating districts in regard to quality standards relating to the items being bid; and be it further

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls agrees that unless all bids are rejected, it will, if in its best interest, award contracts according to the recommendations of the group subsequent to their review of the qualifications of the bidder; and be it further

RESOLVED, That any award of contract(s) will conducted and all negotiations will take place directly between the successful bidder and the District for any procurement of goods or services from said bid(s); and be it further

RESOLVED, That the District may purchase from those bids awarded by other public entities which subject to the rules promulgated by the office of Governmental Services and in compliance with General Municipal Purchasing laws and regulations, 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. Bass, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys

Carried

6.58 APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR 2017-2018 MEMBERSHIP IN ASSOCIATION

Mr. Laurrie recommends staying as a member of Small Cities.

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

WHEREAS, Membership in the Association provides the District opportunities to share information and participate in opportunities to influence legislation that pertains to issues affecting small city school districts; and

WHEREAS, Association dues are assessed on an annual basis and that those dues are \$7,600 for Fiscal year 2017-2018; therefore be it

RESOLVED, That the Board hereby approves the payment of Annual Membership Dues to New York Association of Small City School Districts in the amount of \$7,600; and

RESOLVED, That the President of the Board be authorized and directed to approve the invoice for these fees for Fiscal year 2017-2018; 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.59 APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 determined that it wants to continually evaluate and 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 various cash flow needs; and

6.59 APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2017-2018

WHEREAS, Capital Markets Advisors, LLC, 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 District previously approved a three year Agreement with Capital Markets Advisors, LLC dated June 1, 2016, subject however to approval in July of each year by the District: and

WHEREAS, The District desires to continue the Agreement with Capital Markets Advisors for an additional year effective July 7, 2017 and to terminate June 30, 2018, and

WHEREAS, The Agreement as proposed contains the fee structure for Capital Markets Advisors, LLC including fees for services connected with issuance of bonds for capital projects, which will be include as incidental expenses in the capital project budget and hourly rate of \$125.00 fee to be charged for other state aid filings and financial advisory services, as the District may need from time to time; now therefore, be it

RESOLVED, That the Board of Education hereby approves the Agreement retaining Capital Markets Advisors, LLC as a Bond Consultant and Financial Advisor to the District for 2017-2018, a copy of which is attached ([BoardDocs, see "Meetings", 2017, 07/06/2017, 6, 6.59](#)) ; 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, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.60 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

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

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 7, 2017, expiring on June 30, 2018 unless cancelled by either party with 30 days written notice; and

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in; and

WHEREAS, The District has selected the Limited Preferred Provider Program option for a 2017-18 cost of \$1,500.00 as well as the additional cost of \$648.00 for 36 Non-P3 Service Provider accounts grandfathered and paid by the District; 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 (a copy of which is attached); and further be it

RESOLVED, That the annual maintenance fee for 2017-2018 is \$2,148.00; and further be it

RESOLVED, That this Agreement will commence on July 7, 2017 and expire on June 30, 2018 unless cancelled by either party with 30 days written notice; therefore 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 on the Services Agreement Reinstatement from OMNI attached approving the re-enrollment of the District in their Preferred Provider Program for 2017-2018.

6.60 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.)



Watertown Office Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

ESTIMATE

**Budget Estimate – Third Party Administrative Services
Employer Sponsored 403(b) Plan for the 2017-2018 renewal year.**

Name of Employer: **Niagara Falls City School District**

Billing Type: Preferred Provider Program (P3) - Limited

	<u>Number Accounts</u>	<u>Rate</u>	<u>AMOUNT</u>
P3 Administrative Fee			\$ 1,500.00
Accounts to Non-P3 Service Providers			
403(b) Accounts.....	18	36.00	648.00
457(b) Accounts.....		36.00	0.00
TOTAL Estimate 2017-2018			\$ 2,148.00

NO PAYMENT IS DUE AT THIS TIME.

NY - 546

Phone: (585) 436-OMNI • FAX: (585) 436-3633 • Toll Free: (877) 544-OMNI • www.omni403b.com

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.61 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 - 9/1/17-6/30/18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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, 2017 through June 30, 2018 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, 2017 – June 30, 2018 and

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

**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 City School 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.

6.61 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 - 9/1/17-6/30/18 (cont'd.)

BOCES agrees to: (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.
- Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through BOCES.

Contractee 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 and shall not be increased irrespective of the number of students referred to and/or participating in the program.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.
- 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.
- Assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the Niagara Falls City School District, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through the Niagara Falls City School District.

6.61 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 - 9/1/17-6/30/18 (cont'd.)

Contractee agrees to: (cont'd.)

- 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 and shall not be increased irrespective of the number of students referred to and/or participating in the program.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.
- 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.
- Assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the Niagara Falls City School District, its agents' representatives, employee's patrons, volunteers, contractors or others claiming and using the premises through the Niagara Falls City School District.
- Terms: Program Cost is \$25,000 for the period of September 1, 2017, through June 30, 2018. Payments are to be made in 2 equal installments. The first installment of \$12,500 is due on December 1, 2017, and the second installment of \$12,500 is due on June 1, 2018. Cost to the Niagara Falls City School District shall not be increased nor shall installment payment amount and/or schedule noted herein be altered, irrespective of the number of students referred to and/or participating in the program. 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. Cost to the City School District of the City of Niagara Falls shall not be increased irrespective of the number of students referred to and/or participating in the program. Students will not be responsible for paying any fees directly to the academic institution.

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

6.61 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 - 9/1/17-6/30/18 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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. Bass, Mr. Cancemi, Rev. Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Vilardo

Nays: None

Abstention: Mr. Barstys

Carried

6.62 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM

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

6.62 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM (cont'd.)

WHEREAS, The Niagara Falls City School District 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; therefore be it

RESOLVED, That the Board approves the Agreement with Ruffell Reimbursements' providing professional review, administrative, and submission services to the NYSED STAC Unit (a copy of which is attached); and further be it

RESOLVED, That the annual fee for school year 2017-2018 be \$13,200, which will be paid at a rate of \$1,100 per month for term commencing July 7, 2017 and ending June 30, 2018, a copy of which is attached; and further be it

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 the Agreement; and

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

6.62 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 City School District of the City of Niagara Falls, (District) and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract Commencing July 7, 2017 and ending June 30, 2017

Compensation \$ 13,200.00 Annually or \$ 1100.00 /Monthly

Service Agreement This Agreement remains current unless there is a change in services or compensation. At that time an amendment can be made to the Agreement. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this Agreement. If Agreement 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 Joseph A. Giarrizzo, Administrator for School Business Services. 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 6/27/17
Joy Ruffell - Owner Date

Appropriate Business Official Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.63 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

It was noted that two years ago, when the State Comptroller's Office was here; they did an audit and indicated that the Board report to the New York State and Local Employees' Retirement System the employees' standard work day schedule. This is your annual approval of that standard work day schedule. Mrs. Dumas will certify and send to the ERS.

Mr. Restaino moved for approval of the following resolution. Bishop 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 requests the Board 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 City School District of the City of 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 (NYERS); and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of President of the Board and properly certify the passage of the Resolution.

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Accountant	7 hrs.	7 hrs.
Administrator for Human Resources	7 hrs.	7 hrs.
Administrator for IS	7 hrs.	7 hrs.
Associate Child Care-6 hrs.	6 hrs.	6 hrs.
Associate Child Care-7 hrs.	7 hrs.	7 hrs.
Associate Classroom	5.5 hrs.	6 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	7 hrs.	7 hrs.
Associate Library	5.5 hrs.	6 hrs.

6.63 APPROVAL OF 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
Associate Physical Ed -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-6.5 hrs.	6.5 hrs.	6.5 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.
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.
Junior Accountant	7 hrs.	7 hrs.

6.63 APPROVAL OF 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
Lead Systems Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Network Engineer	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.
Promise Case Manager	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 Engineer	7 hrs.	7 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.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Cleaner	4.8 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Substitute Nurse	7.5 hrs.	7.5 hrs.
Substitute Safety Officer	8 hrs.	8 hrs.
Systems Engineer	7 hrs.	7 hrs.

6.63 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

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. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.64 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. Bishop Dobbs seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

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.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

6.65, 6.66, 6.67 RESOLUTIONS AMENDING EDUCATION LAW ARTICLES 41 AND 53

Mr. Laurie spoke earlier to the two resolutions that were presented to NYSSBA at the last meeting. Mr. Massaro and Mr. Giarrizzo got a reply back. They were very pleased with our submissions. Mr. Giarrizzo changed a few words, which will be presented in October. He has a copy of the policy with the changed wordage. Mr. Massaro said there are two basic considerations. It is the opinion of the committee that our submission contain three items. Mr. Massaro worked on this with an Attorney of NYSSBA. Resolutions are now acceptable. The three resolutions are what the Board is looking for. This needs approval by the Board.

Mr. Restaino moved for approval of the following resolutions. Mr. Barstys seconded the motion.

6.65 PROPOSED RESOLUTION 1

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would require the submission of nominating petitions for small city school districts 30 days prior to the election.

6.66 PROPOSED RESOLUTION 2

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would establish a 10 day period for the filing and review of any objections to small city school district nominating petitions before the ballot is finalized.

6.67 PROPOSED RESOLUTION 3

AMENDING EDUCATION LAW ARTICLES 41 AND 53

Submitted by the City School District
Of the City of Niagara Falls Board

RESOLVED, That the New York School Boards Association support legislation that would provide for finalizing the ballot for positions on the small city school district board on the day after a 10 day period for filing and reviewing of any objections to nominating petitions.

6.65, 6.66, 6.67 RESOLUTIONS AMENDING EDUCATION LAW ARTICLES 41 AND 53 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried – Resolutions Approved in Form and for Submission to NYSSBA

7. REVIEW OF THE PROPOSED POLICY(ies)

Mr. Barstys moved that the thirty (30) day tabling requirement for following two policies be waived. Mr. Restaino seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Thirty (30) day tabling requirement waived

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following policy. Bishop Dobbs seconded the motion.

- 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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

- 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.

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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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.

- 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, and where three (3) verbal quotation are stipulated, written documentation recording the three (3) vendors solicited shall be retained.
- 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.
- e) A Selection Criteria will be determined prior to the solicitation of a Request for Proposals by an RFP Selection committee, the committee to be determined by the Superintendent of Schools.

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.

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

- 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.

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>

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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.

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)

Adoption Date June 22, 2010
Revised August 26, 2010
Readopted: July 6, 2017

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2017-2018 SCHOOL YEAR (cont'd.)

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, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Policy Adopted

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)

Mr. Restaino moved for approval of following policy. 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:

5660 School Food Service Program (Lunch & Breakfast) Policy

WHEREAS, The Board has reviewed and endorsed the recommended policy; therefore,
be it

RESOLVED, That the Board of Education hereby adopts above-referenced policies and waives the thirty-day tabling.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)

School Food Service Program (Lunch and Breakfast)

The Board has entered into an agreement with the New York State Education Department (SED) to District participates in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, to receive commodities and subsidies from donated by the U.S. Department of Agriculture. In return, the District and to accept responsibility for providing free and reduced-price meals to elementary and secondary students in the its schools and serves meals that meet federal requirements of the District.

The Superintendent or designee will have the responsibility to carry out the rules of the School Lunch and Breakfast Programs. The District's Reviewing Official and Verification Official or the Department of Social Services Office of Temporary and Disability Assistance (OTDA) will determine student eligibility. The determination of which students are eligible is the responsibility of the Reviewing Official and Verification Official or the Office of Temporary and Disability Assistance of the Department of Social Services. Appeals regarding eligibility should be submitted to the District's Hearing Official of the District.

The District may allow free or reduced-price meals may be allowed for qualifying District students after receiving attending District schools upon receipt of a written application from the student's parent or guardian or a "Direct Certification" letter from the New York State Office of Temporary and Disability Assistance (OTDA). Applications will be provided by the District to all families.

School officials must also determine eligibility for free or reduced-price meals and milk by using the Direct Certification Matching Process, a dataset supplied by the Office of Temporary and Disability Assistance, and made available by the SED. Any student residing in a household receiving federal assistance through the Supplemental Nutrition Assistance Program (SNAP), or Temporary Assistance to Needy Families (TANF), or Medicaid is automatically eligible for free meals and milk; eligible families will not have. There is no need for families to complete further applications. The District will notify parents or guardians of eligibility, giving them the opportunity to decline free meals and milk if they so choose.

Procedures for the administration of the free and reduced price meal program of this District will be the same as those prescribed in current state and federal laws and regulations.

Child Nutrition Program Authorization

Since the District participates in the one or more Child Nutrition Program, the Board approves the establishment of a system to allow a student to charge a meal. The Board authorizes the Superintendent has to developed rules which address:

- a) What can be charged;
- b) The limit on the number of charges per student;
- c) The system used for identifying and recording charged meals;

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

d) The system used for collection of repayments; and

e) Ongoing communication of this policy to parents and students. The District's meal-charge policies and procedures will be distributed to all households and applicable staff in writing at the start of each school year and to new households that transfer into the District during the school year. These policies and procedures may vary by grade. The District will also provide details regarding payment methods on its website.

Charging Meals

- a) Students may charge up to five dollars-reimbursable meals (that are available to all students), and will not be permitted to exceed that limit until the outstanding charges are paid in full;
- b) If a student's prepaid meal card or account has been exhausted, he or she will be given a grace period where no more than five reimbursable meals (that are available to all students) may be charged, to allow time for the meal card or account to be replenished.
- c) The only item(s) permitted to be charged are a complete meal or milk. A la carte items such as snacks or ice cream may not be charged;
- d) The District's point-of-sale system will track all charges and payments;
- e) Once the charge limit has been reached, and if the a student comes to school without a lunch, and has exceeded the maximum reimbursable-meal limit, the District may provide a sandwich, fruit and milk reimbursable meal (that is available to all students) will be provided to the student so that he or she does not go hungry that day;
- f) If, after exceeding the allowable meal charge limit, a student continues to come to school without a meal, As appropriate, District administration may contact Social Services to report a student's consistent failure to arrive at school with a meal.

Unpaid meal charges will be addressed directly with the child's student's parent or guardian who is responsible for providing funds for meal purchases; discreet notifications of low, exhausted, or deficit balances will be sent at appropriate intervals during the school year. The notification may include a repayment schedule, but will not charge any interest or fees related to meals charged during the grace period. District administration will further consider the benefits of attempted collections and the costs that would be expended in collection attempts.

Restriction of Sweetened Foods in School

The sale of sweetened foods will be prohibited from the beginning of the school day until the end of the last scheduled meal period.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)
(cont'd.)

Sweetened foods consist of sweetened soda water, chewing gum, and candy, including hard candy, jellies, gum, marshmallow candies, fondant, licorice, spun candy, candy coated-popcorn, and water ices, except those which contain fruit or fruit juices.

Restrictions on Sale of Milk Prohibited

~~Schools that participate in the National School Lunch Program may~~ The District will not directly or indirectly restrict the sale or marketing of fluid milk products at any time or in any place on school premises or at school-sponsored events.

Food Substitutions for Children with Disabilities

Federal regulations governing the operation of Child Nutrition Programs, Part B of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 require that children with disabilities be offered the opportunity to participate in all academic and nonacademic activities including the school nutrition programs. The District will make reasonable accommodations to those children with disabilities whose disabilities restrict their diets, such as providing substitutions and/or modifications in the regular meal patterns. These meal substitutions for students with disabilities will be offered at no extra charge. A student with a disability must be provided substitutions in food when that need is supported by a statement signed by a physician attesting to the need for the substitutions and recommending alternate foods.

However, the school food service is not required to provide meal services (for example, School Breakfast Program) to students with disabilities when the meal service is not normally available to the general student body, unless a meal service is required under the student's individualized education program (IEP) or Section 504 Accommodation Plan as mandated by a physician's written instructions.

*Food Substitutions for Nondisabled Children

Though not required, the District will also allow substitutions for non-disabled children who are unable to consume the regular meal because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority.

The District may also allow substitutions for fluid milk with a non-dairy beverage that is nutritionally equivalent (as established by the Secretary of Agriculture) to fluid milk and meets nutritional standards for students who are unable to consume fluid milk because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority or by the student's parent/legal guardian.

Prohibition Against Adults Charging Meals

Adults ~~should~~ must pay for their meals at the time of service or set up pre-paid accounts.

7.02 APPROVAL OF POLICY FOR SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd.)

Non-Instructional/Business
Operations

SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)
(cont'd.)

HACCP-Based Food Safety Program

Schools participating in the National School Lunch ~~and/or~~ School Breakfast programs are required to implement a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles. The District must develop a written food safety program for each of its food preparation and service facilities that is based on either traditional HACCP principles or the "Process Approach" to HACCP. (The "Process Approach" simplifies traditional HACCP by grouping foods according to preparation process and applying the same control measures to all menu items within the group, rather than developing an HACCP plan for each item.)

***District Option**

Regardless of the implementation option ~~that is~~ selected, the District's written food safety program must also include:

- a) Critical control points and critical limits;
- b) Monitoring procedures;
- c) Corrective actions;
- d) Verification procedures;
- e) Recordkeeping requirements; and
- f) Periodic review and food safety program revision.

Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265

Child Nutrition Act 1966, 42 USC § 1771 et seq.

Richard B. Russell National School Lunch Act 1946, 42 USC § 1751 et seq.

§ 504 of the Rehabilitation Act of 1973, 29 USC § 794 et seq.

Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485

7 CFR Parts 15B, 210 and 220

Education Law §§ 902(b), 915, 918, 1604(28), 1709(22), 1709(23) and 2503(9)(a)

8 NYCRR §§ 200.2(b)(1) and 200.2(b)(2)

Social Services Law § 95

Adoption Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

Nays: None

Carried – Policy Adopted

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



Mark Laurrie
July 6, 2017

Mr. Laurrie said we are about 80% done with staffing.

Mr. Laurrie congratulated Mr. Cancemi for serving as a fine year as President of the Board. I appreciate your fine work. Congratulations.

Mr. Restaino congratulates Mr. Cancemi too and Mr. Vilardo – congratulations as well.

Mr. Laurrie reported that we had 55 teachers here preparing for Orientation for elementary Summer Extended Learning. We are at 850 and growing. The Boys Club will head up the afternoon one. 850 out of 2000 elementary student enrolled – you should be really proud if that. Summer camps are a part of that too. Mrs. McGrath had so many kids to sign up for STEM camps – we used Title I money to add two more weeks.

3100 people went off without a hitch. Students were recognized and received many compliments. This just doesn't happen – it takes hard work.

Mrs. Glaser has done a good job on our new District app. She can help you download this to your phone.

BOARD MEMBERS REPORTS AND COMMENTS

Mr. Restaino got this started Joshua's room. Mr. Lynch and 3 other students went and painted his room as a community service project. They made a family very happy.

Mr. Laurrie thanked the Board for their support on the resolutions. *And thank you for the time.*

BOARD MEMBERS REPORTS AND COMMENTS (cont'd.)

Mr. Jocoy apologized for not being present at the June meeting. He thanked fellow Board members for expressing their condolences on the passing of his father.

Mr. Bass congratulated Mr. Cancemi on the election. Thank you to the Board. This first year was a learning experience – I hope I've proved myself worthy.

Mr. Paretto congratulated Mr. Cancemi on his re-election. Welcome back to the Board. You did a fine job as President. Congratulations Mr. Vilardo and Mr. Restaino on new President and Vice President and staff for all their hard work. May God Bless them – Kudos to a fine job.

Bishop Dobbs congratulated Mr. Cancemi, Mr. Vilardo, and Mr. Restaino. I was not at graduation. I was out of town but always inspired to hear the good things. Wishing all a good summer and the Board due diligence.

Mr. Barstys congratulated Mr. Cancemi on his re-election and President and Vice President Mr. Vilardo and Mr. Restaino. Have a great summer – thank you.

Mr. Petrozzi congratulated and wished good luck to Mr. Vilardo and Mr. Restaino. Mr. Cancemi – thank you for the job you did last year and the deserts! Wishing everyone a great summer.

Mr. Cancemi congratulated Mr. Vilardo and Mr. Restaino, and this Board for a great year. I really enjoyed it. Mr. Laurie – you've done an outstanding job. I wish everyone a great summer. Continue to show progress in this District. And I am proud I was re-elected.

Mr. Restaino thanked Mr. Cancemi for serving with him last year and for his work in building relationships with educational partnerships. We advanced quite well in those relationships. That is a lot of information about summer school. He thanked the teachers for their participation. He thanked the Board for allowing him to serve again as vice president. *Thanks everybody for continued work in the school district.*

Mr. Vilardo presented Mr. Cancemi with a gift. *Congratulations Mr. Cancemi on his re-election to the Board.* Thank you Board members for your confidence in me as President. I've been at 13 graduations and each speech is better than the one before it! 850 students going to summer school!

ADJOURNMENT

At approximately 6:50 p.m., Mr. Restaino motioned to adjourn the Regular Board Meeting in memory of the following. Mr. Barstys seconded the motion. All were in favor.

*Mrs. Kim Martha Granieri, sister of Raymond (Ray) Granieri (Administrator for Information Services) and sister-in-law of Lisa Granieri (Teaching Assistant @ Maple)

The July 6, 2017 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 2017 MEETINGS - MINUTES

DATE: July 25, 2017

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
Nicholas Vilardo at 5:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: Bishop Dobbs and Mr. Paretto (*both excused*)

STAFF: 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 25, 2017, Board Retreat was adjourned around 9 p.m. There
were no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
August 31, 2017

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, K. Dobbs, A. Paretto, R. Petrozzi, R. Restaino (6:15), N. Vilardo

Absent: A. Jocoy

Staff Present: R. Carella, J. Giarrizzo, M. Massaro, E. Smeal, D. Sprague

Review of Agenda

Mrs. Dumas began review of the Board meeting agenda.

Mr. Smeal reported the approved bids as follows:

- Athletic Apparel In-game Uniforms – Ad-Pro
- Supplemental Classroom Books – The Book Corner
- Milk and Juice Products – Upstate Niagara Coop., Inc.
- Fresh Fruits and Vegetables – T. Grana

Mr. Granieri reported a change in prox card access; Board members will follow the schedule for maintenance workers.

Mr. Laurrie reviewed nine short term contracts with the Board members.

Discussion was held as to staying with the Niagara/Orleans School Board Association (NOSBA) at an increased rate.

Mr. Carella explained that seven schools are Focus schools, even though we had substantial growth. Approved plans need to be completed by each school and our District as a whole is required to submit to SED. Plans have been completed and posted on the SED website. Official Board approval needs to take place to formally recognize the plans.

Mr. Granieri explained the agreement with Erie I BOCES. They will furnish high speed network printer service, which are actually copiers; Instruction for teachers, and Management Services for staff.

Mr. Laurrie is recommending we continue community-based site for UPK with the Niagara Falls Housing Authority.

Mr. Laurrie and Mr. Wojton discussed and reviewed seven contracts and their grant requirements.

Mr. Laurrie is hoping to expand the three year old UPK. We will know the status in October.

Mr. Giarrizzo and Mr. Smeal introduced the District's new Architect and Engineer. The RFP process was followed and the District has chosen a very acceptable firm, Clark Patterson Lee, Inc., to serve as Project Architect for the Quality Zone Academy Bonds (QZAB) and Capital Projects. They have presented themselves with professionalism, candor, dedication, and hard work. Mr. Brian Trott, representative of Clark Patterson Lee, Inc., was introduced and he thanked Mr. Giarrizzo and Mr. Smeal for their kind words and told the Board that their company was very honored to be working with our District. He will come back next month and present an initial look at potential work.

Mr. Petrozzi asked Mr. Trott how the District's buildings looked. Mr. Trott replied that they looked very good, and that they were very well maintained. They need some "TLC" but there are no safety concerns.

Mr. Bass noted that there needs to be railings on the roof at NFHS. Mr. Trott replied they are aware of this.

Mr. Restaino asked if this was their first project in Niagara county. Mr. Trott replied that it was and they are very proud of it. They have been trying to move into this area

Mr. Giarrizzo would like Mr. Trott or his designee to be part of the Construction Manager's interview team. Mr. Massaro finds the preliminary contract acceptable; overall, it is a very good contract.

Opening of Schools Readiness Report

Mr. Laurrie reported the following on the opening of schools readiness:

School is ready to open, despite summer school at five locations. There are open houses going on tonight.

Mr. Smeal has done a fantastic job maintaining the cleaning schedule.

Mr. Laurrie is really optimistic about the money we saved last year.

Bus schedules are in the mail.

Mr. Laurrie and Mrs. Jones met with the City with respect to Lockport Street near Abate. They promised they would start the binder. Police will be there at arrival and dismissal to help with traffic.

Mr. Laurrie met with Regent Collins on Monday. She was impressed by our District and would like to meet the Board.

A group of citizens met last night after the forum to discuss a "Concert for Relief in Texas." They would like to use NFHS as the site to hold this Concert. Mr. Laurrie asked them to give us plans.

Mr. Laurie asked Mrs. Glaser to arrange a meeting with the Editorial Board at the *Niagara Gazette*. Further, Mr. Laurie will be meeting with Mr. Gambini tomorrow to discuss his objectives for the year.

Verizon has donated to Niagara Street and the Ambulance Company has done the same for Hyde Park.

Mr. Carella oversaw 35 curriculum committees this summer, along with summer school.

Four different calendar covers were done this year: Arts, STEM, Athletics, and Partners. This is getting good reviews.

September 19th is “Dads Take Your Child to School” Day.

Peachjar is an App. It is a repository for putting out information on social media. A one-stop place for us to put all that.

Thank you Senator Ortt for funding this year’s playground at Cataract.

The Summer programs had 2,000 students attending.

Mr. Wojton is putting together a packet of information on healthy bodies and sexual awareness. Further, Mr. Laurie will present on the Mobile Health Van in presentations and community forums.

We are making good steady growth in our schools regarding test score results. It’s not as fast or where we need to be, but we are making growth.

Gaskill’s pool won’t be opening until mid to end of September. Remediation needs to be done. We are adding ventilation and dropping a ceiling, and adding better lighting along the perimeter and better acoustics.

Mann has very full class sizes – there is very little room.

Hyde Park is running out of physical space.

There is concern for the need for bus drivers, cafeteria workers, and substitute teachers.

There are 600-700 boxes of records throughout the District. We are going to microfilm them all.

Mr. Laurie is interested in a proposal from an Independent Contractor about enhancing Adult Education program throughout District. He is happy to have her come and speak to the Board. The Board would like Mr. Laurie to pursue this.

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

BOARD REVIEW SESSION
September 21, 2017

PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Paretto, Mr. Restaino, Mr. Petrozzi, Mr. Bass

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Carella, Mrs. Dumas, Mrs. Holody
Mrs. Glaser, Mr. Massaro, Ms. Sullivan, Mr. Ventry, Mr. Wojton, Mr. Granieri, Mr. Smeal

Workers' Compensation

Mr. Laurrie introduced the presentation by noting the Board was presented with and passed a resolution on June 22, 2017 approving an agreement with Casualty Actuarial Consultants, Inc. to act as consultants for the preparation of a loss reserve analysis report to ensure that reserve amounts are appropriately budgeted in future fiscal years.

Mr. Steven Gidwitz and Ms. Devon Fik were present to discuss the actuarial report review performed. These estimates have been provided by NCA Comp. at the end of each financial year, but it was strongly recommended an actuarial report be obtained, thus, the aforementioned agreement. District long-term liabilities were recorded at a high estimate of \$8.3 million, which is a reduction from the prior estimate of approximately \$2 million.

Estimated Loss & Allocated Loss Adjustment Expense (ALAE) includes incurred but not reported claims. Recommended reserves (Potential Cost to District if ended self-insured and had to pay out total of current and expected claims.) were reviewed.

ESTIMATED LOSS AND ALAE RESERVES
INCLUDING IBNR FOR 8/1/77 - 6/30/17 AS OF 6/30/17
(Losses Net of Non-Excess Recoveries Limited to Specific Retentions Including ALAE)

	Low	Expected	High
Undiscounted	\$6,290,000	\$7,060,000	\$8,330,000
Discounted at 3.0%	5,520,000	6,200,000	7,320,000
Estimated Undiscounted ULAE Reserve		\$127,200	

PROJECTED LOSSES FOR 7/1/17-18
(Losses Net of Non-Excess Recoveries Limited to \$750,000 Including ALAE)

	Low	Expected	High
Undiscounted	\$830,000	\$1,250,000	\$1,920,000
Estimated 7/1/17-18 Assessment		\$72,592	

Projected Losses for July 1, 2017 – 2018 were also noted. These are estimated claims for the time period stated. If the State said the District could not be self-insured, it would potentially have this liability.

Ultimate Cost (not including IBNR) indicates new claims each year for the period 1977-78 through 2016-17. 2016-17 was one of the most favorable periods, as only \$159,194 in new claims occurred.

Mr. Laurie publicly thanked Ms. Fix and Mr. Gidwitz for their work; presentations are understandable transparent and clear, and you have been very responsive to our staff requests. Forthcoming, the Board will have a decision on where to put excess funds based on the audit performed by Drescher & Malecki.

Summer Camps, Programs, School and Work

A brief summary of the District's summer programs was provided.

Mr. Wojton presented the following:

The Fine Arts Camp at Abate was funded through the 21st Century Grant. This was a pilot year for the program. The program was offered to 5th and 6th graders and ran for a two week period.

Summer Sports Camp is in its 13th year and was, again, held at NFHS for students in grades 7-12. A total of 445 students registered, however, the average daily attendance was 250 students. Outside offerings included bowling and hockey, and this year an offering was added, Theatre, which drew 30-35 students. The Superintendent expressed the need to reformat the camp to rejuvenate the program.

Camp Wolverine Jr. was offered at Cataract Elementary for grades 5-8 from self-contained classrooms at Cataract and Abate. Camp Wolverine Jr. focuses on communication and social skill needs, fostering friendships, and encouraging cooperation with peers. Along with academic skill building students had time for daily play and exercise, arts and crafts, and sensory "play"; 15 students enrolled.

Camp Wolverine Sr. was offered for grades 9-12; 17 students enrolled. Camp Wolverine is a functional skills summer program, which has served our students for the past 10 years. Campers receive free breakfast and lunch. They participate in art, adaptive physical education, life skills activities, social skills workshops, guest speakers, and occasional field trips. Our focus is to help maintain social and behavioral consistency of our students throughout the summer months.

Ms. Sullivan presented the following:

Kindercamp was offered at NU to Pre-K students entering into kindergarten for the first time. Mrs. Burkestone worked with graduate students on the program. Twenty-eight students from the District attended, 5 were Niagara Falls residents but are not enrolled in District schools and 22 students from outside the City attended for a total of 55. This is an academically-based summer camp designed to promote kindergarten readiness.

The final activity was held with families and had 100% participation. Families were given information on how to register for school and other ideas on how to catch up on immunization record. The program is planned again for next year with hope to grow out to other districts and other students.

The Extended Learning Program was the largest camp this summer; it was the second year of the program. The objective was to extend the school year for the children. The largest change to the program was scheduling; the program ran for a full day in partnership with the Niagara Falls Boys' & Girls' Club. Abate, Cataract, Niagara St. and Kalfas were the host sites. The program began daily at 8:45 a.m. and provided 90 minutes of math and language arts instruction. A mid-morning fresh fruit snack and lunch were provided. The afternoon involved crafts and recreational activities offered by the Boys' & Girls' Club.

Mr. Laurie shared his reasons for the necessity of the elementary program: 545 visits to a nurse at one site for check-ups and reasons beyond the program. Twenty-two referrals were made to CPS. District staff were able to monitor students for 20-25 more days than usual. There was a learning curve, however, when it came to staffing the afternoon program. It is the District's intent to provide enrollment figures to the Boys' & Girls' Club sooner in order to have sufficient staff and a structured program. The District is engaging with Playworks, an organization funded by the Ralph Wilson Foundation, which will come in and train staff in appropriate recess-type activities. Not only will the Boys' & Girls' Club receive training, but District schools that offer outdoor lunch activities will also receive training.

The Board asked if data is captured to ascertain whether the instructional time makes sense for that population. Ms. Sullivan answered affirmatively; this is done for students exiting kindergarten to those exiting 5th grade using the NWEA targeting the spring results and then the October results. The goal is to reduce as much summer slide as possible.

Student behavior in general was questioned. Ms. Sullivan stated in the morning session student behavior was excellent, as students were engaged in activities with which they were familiar. Any incidents in the afternoon session were immediately addressed. Families were notified as needed.

Mr. Laurie acknowledged that four sites may have been too many. Consideration is being given to reducing the program to two sites and having a District staff member or teacher remain with the afternoon session. Of final note was that this year's program included ENL students; twenty eight students attended regularly.

STEM Camp was held at Cataract Elementary and was larger than ever and included middle school students. Coding and Introduction to Robotics were the themes. Mrs. McGrath was acknowledged for organizing the camp which culminated with the Eclipse Day.

Mr. Carella shared next steps. The District received another afterschool grant (21st Century) for NFHS, four elementary and two prep schools. The District has also received notice of award of the Empire State Grant which will be applied to schools that did not qualify for other grant funds: Maple, GJ Mann, 79th St. and Cataract. For the first time the District has the ability to offer after-school and extended learning in every one of our schools. In addition to the SIG-A funds, we can extend programming to the primary grade level. The school day should extend to 4-5 p.m. and on Saturdays and perhaps during spring recess. Not one cent will come from the General Fund Budget.

Mr. Barstys acknowledged the undertaking of grant funding and expressed his appreciation of the hard work done by staff.

NYSSBA Bylaw Resolution

Mr. Giarrizzo conducted a review of the 2017 NYSSBA Proposed By-laws. A Board majority could not be reached on Resolutions 8, 17, 25 and 27; therefore, Mr. Giarrizzo will present rationale on each for the board's consideration and vote at the September 28 meeting.

Review of Agenda

Bids:

#12 - Stereo Headsets - Twelve vendors submitted bids. Today's Classroom was the lowest bidder. The brand is Califone at \$19.75 per piece (55 cents less than last year). A three-year warranty is also included.

#13 - School Apparel – Eight vendors were solicited, as well as public advertising. Four responses were received. Bison Logo is the lowest bidder. Dan the Man did not repeat its submission.

Short term Contracts:

Contracts 1-3 are for the Teacher Resource Center and are paid from TRC grant funds. Compensation for each is \$1080 for 18 hours. This is to prepare teachers and prep ESL teachers in working with ENL children.

Contract 4 is for PD for 7th and 8th grade ELA teachers; 300 students are impacted. This is for 8 hours of PD. The District will be piloting different resources for grades 6-8 in which it may be interested in using. Amplify will also provide an online license and print material, and the District pays for initial training for teachers involved in the pilot.

New Business:

Item 6.01 – Receipt of Gift from the NFT Local. There will be a brief presentation next week regarding the gift of \$7,000 in books.

Item 6.02 – Receipt of Gift from Niagara Falls Redevelopment, LLC Gift to assist kids at the Alternative School with a day of career exploration.

Items 6.03 & 6.04 – Appointment of Delegate (Mr. Vilardo) and Alternate (Mr. Cancemi) for the 2017 New York State School Boards Association Conference.

Item 6.05 – Approval of Special Meeting of the Board of Education on October 19, 2017 to authorize the District Clerk to proceed to get things in place for the upcoming capital projects vote on December 12.

Item 6.06 – Acceptance of Funds: 21st Century Community Learning Centers Grant - \$1.2 million for two Prep schools and four elementary schools: Abate, Hyde Park, Cataract and Kalfas.

Item 6.07 – Accept of Funds: 2017-18 Extended Day/School Violence - \$350,000 annually for five years; \$1,750,000 total for all afterschool programs at NFHS.

Item 6.08 – Approval of Implementing and Funding a Unified Sports Program for the City School District of the City of Niagara Falls – This resolution’s approval would allow the District to enter into a Unified Sports Program wherein handicap students would participate with non-handicapped students in Unified Bowling and Unified Basketball. Uniforms and transportation will be required.

Item 6.09 – Approval of Contract: Cengage Learning for On-Site Instructional Coaching Services for 2017-18 School Year - These services will consist of modeling of lessons, planning and facilitating of grade level meetings and providing appropriate resources. Cengage will provide these services for a total of 6 days. The days will be divided into 3, two-day sessions. Coaching sessions will consist of two days in the fall of 2017, two days in the winter of 2018, and two days in the spring of 2018. Cost is \$15,000 for six days (\$2,500 per day). This will be charged to the SIG-A grant.

6.10 – Approval of Contract: Lynnette Haley O’Stewart for On-site Instructional Coaching and PD Services for 2017-18 School Year. Mr. Barstys inquired about the discrepancy in contract amounts among the presented resolutions. Mr. Carella noted the rate is lower for an employee of NU, which allows outside contracting work with limits on how much the individual can charge. Ms. O’Stewart has been advising the District since the opening of the Pre-K3 program. This contract is for five days not to exceed \$3,000. This falls under the Pre-K Expanded grant.

6.11 – Approval of Contract: Teaching Strategies LLC for On-site Instructional Coaching and PD Service for 2017-18 School Year – This is for eight days of PD to include start-up of classes. It is hoped the District will, through grant funds, add two more 3 year old classes. This is a cutting-edge early childhood curriculum that was selected when the Pre-K3 classes opened at Abate that had a positive

impact on teacher effectiveness and student engagement in both of the District's Pre-K 3 classrooms. For this reason, the District has chosen to follow this model while implementing the Teaching Strategies, LLC ("TS") at G.J. Mann, in all 3 of its Pre-K 4 classrooms. This was highly encouraged by the State auditors who visited the District. The curriculum also has great technology for teachers. Cost is \$28,000.

6.12 – Approval of Contract: PLC Associates Inc. for Outside Educational Support Services for the District and Seven Schools Designated as Focus Schools from October 1, 2017 – August 31, 2018 – Due to the District having seven of its schools designated as Focus Schools, it must meet the New York State Education Department's requirement that Focus Districts and schools must, on a yearly basis, undergo a rigorous self-assessment and District/school improvement planning process. To support and adequately accomplish this mandatory series of tasks, NYSED supplies Focus District/schools with additional funding to engage the services of an OEE, or Outside Educational Expert. PLC Associates, Inc. is recommended for this role. PLC Associates is a state-approved vendor, the District is allowed to use SIG-A funds, as it is a Focus District. Services include the yearly mandatory survey (\$13,000), and the District will take PLC Associates up on other services that are helpful to it. Cost is not to exceed \$88,440.

6.13 – Approval of Contract: Houghton Mifflin Harcourt for PD and Instructional Coaching Grades K-4 for Journeys Program Teachers for October 1, 2017- August 31, 2018 - For grades K-4, \$2500 a day for 17 days (2 days of professional development for Grade 4 teachers and 15 days of on-site technical assistance and coaching to District elementary schools). This is the third year of implementation of the Journeys program, and the District is bringing on a new grade level. This, also, qualifies under the SIG-A grant and does include free materials and additional free PD. A 60% reduction in price of grade 4 materials will be given, too. Cost not to exceed \$42,650.

6.14 – Approval of Contract: PD for Literacy and Mathematics by Pearson Education Inc. for October 1, 2017 – August 31, 2018 – Cost is \$3,150 per day; total \$85,050. Specialists will provide several days (27) of PD: 7 for high school and prep. schools in content literacy and 20 days to support roll out and technical assistance for new math.

6.15 – Approval of TBD to Serve as Project Construction Manager for the Quality Zone Academy Bonds (QZAB)/Capital Projects to Renovate School Buildings and Approval of the Construction Management Agreement Between the District and TBD to Provide Construction Management Services for the Project – The Superintendent noted Buffalo Construction Consultants is the recommended CM. The details of the contract require discussion in Executive Session.

Advanced Planning – October 19: Fire Reports; capital projects discussion at every meeting, Healthy Bodies program. October 26: Community Education

Program – discuss contract for independent contract for bringing 35-40 programs in to the District.

Personnel Reports for Classified and Certificated Staff were reviewed by Ms. Massaro.

Superintendent's Report:

Mrs. Glaser was acknowledged by the Superintendent for her efforts in another successful Dad's Take Your Child To School Day. Close to 1,000 males participated. Regent Collins was present at Abate.

The opening of school went well; the only exceptions were a few bus issues.

The District is happy to announce it has received a grant from the New York State Office of Children and Family Services, the Empire After School Program grant in the amount of \$2.3 million cumulative.

The NFHS Homecoming game is this weekend; the dance is next weekend.

Cornell Cooperative Extension and the city of Niagara Falls are collaborating on the painting of the Niagara St. School crosswalk.

Invitations are forthcoming to various events commemorating the Maple Avenue Elementary and H. J. Kalfas Elementary Schools 95th and 60th years, respectively.

Six August graduates will be recognized at next week's meeting.

At 7:49 p.m. Mr. Barstys motioned for Executive Session to discuss contracts and lawyer/client discussion. Mr. Bass seconded the motion. All in favor.

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

Agenda Review Session
September 28, 2017

Minutes

Present: M. Laurrie, R. Barstys, J. Cancemi, K. Dobbs, A. Jocoy (6:30), A. Paretto (6:00), R. Petrozzi, R. Restaino (6:30), N. Vilardo

Excused: E. Bass

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, R. Holody, M. Massaro, E. Smeal, D. Sprague

QZABS/Capital Projects

Mr. Laurrie explained that December 12th will be our Capital Projects Referendum. Clark Patterson Lee's team went through the building and identified the projects. We are looking at the timeline and then some of the things that we're anticipating doing in our buildings. The team will now go through the timeline building by building. Mr. Laurrie reminded the team to bear in mind that the projects have to be State Ed. reimbursable – no additional tax levy to the voters. Further, QZABs must be applied for by December 2018.

Mr. Trott explained that the project will total \$45 million and will be done in 2 phases. The QZAB cost is \$19.4 million and Phase 2 is \$25.6. After the resolution is passed on December 12th, we will quickly get started on submission to State Ed. We will bid this project in October/November but we cannot award contracts until State Ed. approval. QZAB borrowing will be done by the end of 2018. Construction will be started in 2019. After we finish QZAB, we intend to move onto Phase 2. We will then look at the 2020-21 year construction. Since architectural and civil items will be done for the first phase, we will need to have meetings for complicated architectural issues.

The team then presented pictures of buildings and the work that will be presented to be done. Mr. Trott would like to recognize the BCC Consultant Construction. This is already becoming a team effort.

CEC – No Work

79th Street – Resurfacing the walking track and classroom millwork. In Phase 2, kitchen upgrades will be done. Mr. Laurrie replied that this is a long overdue inequity. 79th Street, which has 435 students, is the only school without a kitchen/hot food.

Cataract – Restrooms need to be age appropriate facilities, as it wasn't an elementary school before. The roof needs some repairs but not complete replacement.

Mann – There are windows and energy issues at this building. Also, the exterior sign needs upgrading to meet rest of the District. There is a moisture issue in the crawl space and they need to pull the electrical out of it. The school also needs a functional gym divider.

Abate – Their concern is the door hardware. It doesn't match so there is no one master key. It was noted that the exterior plaza is well used by school and it has an uneven settling. Further, because it was once an open concept, the classrooms are not beneficial for noise. They need to replace with traditional walls for a better teaching environment. Phase 2 will consist of elevator replacement and updated electrical systems. Further, they need to remove two generators and have one that serves the whole school.

Kalfas – No Work.

Hyde Park – The brick needs care/repointing – this will extend the life of the brick. The front door only has steps; we will make it handicapped accessible. The school needs a functional gym partition as well.

Maple Avenue – The brick needs care/repointing – this will extend the life of the brick. Roof replacement and roof top units need replacement. The cupola will be refurbished.

Niagara Street – No Work.

GPS – The historic window in front is falling apart. Ms. Dafchik said they will do a historically sensitive replacement. A handicapped ramp concept follows consistency with Hyde Park. Phase 2 will upgrade the current theater system with things like new curtains, electrical, lighting.

LPS – need some masonry restoration. Floors, ceilings, full HVAC

NFHS – roof, roof ladders, phase 2 – re-do parking lots, add lights for safety and address clock tower.

Mr. Laurrie asked about air conditioning in the buildings. Mr. Trott said most of the buildings are not easy to add air conditioning to. In order to add coiling, it would be a complete HVAC build with the exception of Mann.

Mr. Cancemi this this should be addressed as we are almost an all-year round school district. Mr. Laurrie said we could school in strategic places, but that's an equity issue too. He said we need to get together and do school-by-school to give the Board more information. Further, he asked the Board to approve BCC. He wants to continue with a project labor agreement philosophy and look at community benefits agreement. Finally, we need to nail down the scope of work so we can have list on what will be voted on.

NYSSBA Proposed Resolutions 8, 17, 25, and 27

PROPOSED RESOLUTIONS RECOMMENDED BY NYSSBA COMMITTEE FOR ADOPTION

Resolution 8 – The Board Did NOT Agree to support this resolution.

Resolved, that the New York State School Boards Association supports legislation to amend the Triborough Amendment of the Taylor Law to eliminate the obligation of school districts to pay “step” increments after the expiration of collective bargaining agreements.

Resolution 17 – The Board Did Agree to support this resolution after a proposed amendment.

Submitted by the Hewlett-Woodmere Union Free School Board

Resolved, that the New York State School Board Association supports reforming the system of educator discipline to authorize school districts to terminate tenured teachers without a 3020-a hearing if:

- They have been convicted of child abuse in an education setting, or
- Their teaching certificate has been revoked by the State Education Department, or
- They have failed to obtain permanent certification in the requisite time period.

Resolution 25 – The Board Did NOT Agree to support this resolution.

Submitted by the Port Washington Union Free School Board

Resolved, that the New York State School Boards Association work with SED, the NYS Legislature and the Governor to protect student privacy by allowing districts to use locally generated ID numbers for students to be used in all NYSED data collection instead of easily identifiable data such as names.

PROPOSED RESOLUTIONS NOT RECOMMENDED BY NYSSBA COMMITTEE FOR ADOPTION

Resolution 27 - The Board Did NOT Agree to support this resolution.

Submitted by the Patchogue-Medford Union Free School Board

Resolved, that the New York State School Boards Association supports legislation that authorizes Counties to establish by local law or resolution residency restrictions for registered sex offenders to avoid residency in close proximity to our schools and to victims.

Review of Agenda

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

SEPTEMBER 2017 MEETINGS - MINUTES

DATE: September 21, 2017

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. Bass, Mr. Cancemi, Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

MEMBERS ABSENT: Bishop Dobbs, Mr. Jocoy, and Mr. Vilardo (*all excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Workers Compensation – *Mr. Laurrie, Neuman Claims*
- Summer Camps, Programs, School and Work – *Mr. Carella, Ms. Sullivan, Mr. Wojton, Mr. Ventry*
- NYSSBA Bylaw Resolutions – *Mr. Laurrie/Mr. Giarrizzo*
- Agenda Review – September 28, 2017 Regular Meeting – *Mr. Laurrie, Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 7:49 p.m. a motion for Executive Session was made by Mr. Barstys for the purpose of Collective Bargaining negotiations under the Taylor Law and attorney/client privilege. Mr. Bass seconded the motion; all present were in favor; motion carried unanimously. No action will be taken.

EXECUTIVE SESSION CONCLUDES/BRS RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Restaino, seconded by Mr. Barstys. All present were in favor; motion carried unanimously. The Board Review Session was reconvened and adjourned at 9:20 p.m.

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

SEPTEMBER 2017 MEETINGS - MINUTES

DATE: September 28, 2017

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.

CALL TO ORDER: The Regular Meeting was called to order at 7:10 p.m. by President Nicholas Vilardo.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

MEMBERS ABSENT: Mr. Bass (*excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Workers' Compensation – *Mr. Laurrie/ Mr. Steven Gidwitz/ Ms. Devon Fik*
- Summer Camps, Programs, School and Work - *Mr. Laurrie/ Ms. Sullivan/Mr. Carella/Mr. Ventry*
- NYSSBA Bylaw Resolution - *Mr. Giarrizzo*
- Agenda Review – September 28th Regular Meeting – *Mr. Laurrie /Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentation and Recognition

Presentation of



to Niagara Falls High School Students

Mr. Robert Bradley, Chief Educational Administrator of Niagara Falls High School and his Team Leaders Ms. Carrie Buchman and Ms. Lynne Tompkins, with the assistance of Board President Nicholas Vilardo, Vice President Robert Restaino, Board Members, and Superintendent Mark Laurrie, 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. Mr. Laurrie officially conferred graduation upon them.

August Graduates

Dominique J. Bares
China Bowden
Jordan Michael Bovanizer
Sierra Lyn Brass
Dominique Lillian James
Tyler Kinz

June Graduate

Jacob Cordean Wilson

ORAL COMMUNICATIONS – Special Recognition of Outstanding/Retiring Staff

Mr. Laurrie, the Board and Mr. Smeal, President of NIAS Union and its membership recognized the outstanding service of Ms. Darlene Sprague, former Administrator for Information Services and former President of NIAS; they wished her well on her retirement. Ms. Sprague contributed greatly to the success of our District and was very involved and instrumental in the many decisions brought forth concerning the academics for and the health and welfare of our students. She volunteered and gave much of her time, not only to the District, but to her community, as well. Ms. Sprague thanked everyone and expressed her appreciation for having the opportunity to work and be involved with so many wonderful people and this District. She addressed graduates and wished them success and encouraged them to try to learn something new about technology every day.

ORAL COMMUNICATION:

Mr. Marcus Latham, President of NFT, repeated the District/Board's philosophy *Learning for All ...Whatever it Takes* and encouraged the Board not to give up on including air conditioning for the schools in the Capital Projects no matter how much it cost. He talked about the need for having the appropriate building conditions for student learning and the impact it can have on student/teaching success...teachers and students get sick and instructional time is lost. We cannot make the assumption that this type of weather we have had is once in a lifetime deal; the climate is changing, and we are getting a lot more hot days. He asked the Board to find a way to work it in even if one school is done a year. Secondly, Mr. Latham commented that previous discussions have been held about caring about the community. He stated that he understands the concerns that were raised and why the Board went with the lowest bidder. He expressed his concerns about the Board not awarding Bid #13 – School Apparel to a local vendor or someone in Niagara County. He asked that the bid for Buffalo/Williamsville be put on hold for rebidding. He's expressed his concerns about not knowing where the apparel is being made...could be coming from some sweatshop, and he knows the Board doesn't want to be a part of that. He stated that there's a company that would get the District American made products. He asked that the bid be tabled so that funds are kept in Niagara County. *Thank you for your consideration.*

It was asked if there's a law that prohibits the Board from rebidding.

Mr. Smeal stated that you better have a good reason. General Municipal Law does not allow us to rebid. The bid would have to be thrown out for plausible reasons to rebid it. Knowing the purpose, as stated this evening, is because we want a local guy to get it...we have to be very careful. They were solicited with many other vendors.

Discussion ensued about Robert Rules of Order and one from the audience wishing to speak during Board discussion. It was explained by the Board President and supported by Counsel that the Board is not mandated to allow someone from the public to speak during its meeting after the public speaking session has concluded.

WRITTEN COMMUNICATIONS - *None*

ROUTINE MATTERS

MINUTES - *None*

BUDGET TRANSFER #2

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #2. Bishop 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 \$1,685,624.20 among the following fund, function, object, and location codes:

General Fund:	\$ 1,657,918.80
Special Aid Fund:	\$ 2,705.40
Cafeteria Fund:	\$ 25,000.00

The motion was approved by unanimously by those present.

BIDS - #12-STEREO HEADSETS AND #13 – SCHOOL APPAREL

Mr. Restaino moved for approval of Bids #12-Stereo Headsets and #13 – School Apparel. Bishop Dobbs seconded the motion.

WHEREAS, Funds were appropriated for Stereo Headsets 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 – Stereo Headsets; and

WHEREAS, Legal notice was published August 7, 2017 and bid documents were mailed to or secured by 11 potential bidders; and

WHEREAS, Bids were publicly opened and read on August 29, 2017 and five properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. Ray Granieri, Administrator for Information 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>Amount</u>
12A	Today's Classroom	\$59,100.00 (maximum)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Petrozzi,
and Mr. Vilardo

Nays: Mr. Cancemi, Mr. Jocoy, Mr. Paretto, and Mr. Restaino

Motion defeated; need five (5) in the affirmative to pass

BIDS - #12-STEREO HEADSETS AND #13 – SCHOOL APPAREL (cont'd.)

A motion was made by Mr. Restaino, seconded by Mr. Barstys to **reconsider** Bids #12-Stereo Headsets and #13 – School Apparel.

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*

Motion Carried

It was the consensus of the Board that action on Bid #12 and Bid #13 be done separately; no objections.

BID - #12-STEREO HEADSETS

Mr. Paretto moved for approval of Bids #12-Stereo Headsets. Mr. Petrozzi seconded the motion.

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*

Motion Carried

BID - #13-SCHOOL APPAREL

- Mr. Jocoy motioned to **approve** Bid #13 – School Apparel; seconded by Mr. Restaino.
- Mr. Petrozzi motioned to **table** Bid #13 – School Apparel; seconded by Mr. Cancemi.

The vote on the motion was as follows:

Ayes – Mr. Cancemi, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – Mr. Barstys, Bishop Dobbs, and Mr. Vilardo

Motion Carried/Bid #13 Tabled

Mr. Barstys recognized that the Board doesn't have much of a recourse based on what was explained by Mr. Smeal; GML would prohibit rebidding. He stated that it's probably good that the item was tabled so that the Board can seek the advice of counsel as to how to proceed.

TREASURER'S REPORT - *None*

BUDGET STATUS REPORT

The Budget Status Report for September 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items I through VIII.
Mr. Petrozzi seconded the motion.

I.	<u>REGULAR SUBSTITUTES</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Nadezda Mease	Teacher Science LPS (Michael Corsaro)	\$50,196 Step 4-30M A2110.130.050 (Revised Step & Salary)	September 1, 2017
II.	<u>REGULAR SUBSTITUTES – TRANSFER</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATES</u>
	Jessica Collins (McKinney) <u>R</u>	Teacher Social Studies (.6) GPS (Marcus Latham) \$29,368.20 Step 2-30M (.6) A2110.130.049	Teacher Social Studies NFHS (Sabrina London) \$48,947 Step 2-30M A2110.130.045	July 1, 2017 – June 30, 2018
	Nicole Ennett <u>R</u>	Teacher Social Studies (.5) NFHS (Andrea Fortin-Nossavage – 2 nd Sem.) \$24,473.50 Step 2-30M (.5) A2110.130.045 (Revised Salary)	Teacher Social Studies (.6) GPS \$29,368.20 Step 2-30M A2110.130.049 & \$48,947 Step 2-30M A2110.130.049 (Marcus Latham)	July 1, 2017 – October 1, 2017 & October 2, 2017 – NTE June 30, 2018
III.	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Bernadette Boland	Teacher Speech Mann (.6) – A2250.133.067 NFHS (.4) – A2250.133.045	Teacher Speech NFHS (.6) – A2250.133.045 LPS (.4) – A2250.133.050	September 8, 2017
	Shannon Savage	Teacher Speech Kalfas (.8) – A2250.133.059 LPS (.2) – A2250.133.050	Teacher Speech Kalfas (.6) – A2250.133.059 Mann (.4) – A2250.133.067	September 8, 2017

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

IV.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Linda D'Amore-O-Grady	School Counselor Abate F2103.133.056.0118	School Counselor CEC A2810.133.052	September 1, 2017
	Kristina Zaffran	School Counselor CEC A2810.133.052	School Counselor Abate F2103.133.056.0118	September 1, 2017
V.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Sabrina London	Teacher Social Studies NFHS (Jessica McKinney)	Personal (without pay)	September 1, 2017 – June 30, 2018
VI.	<u>SCHEDULE B</u>			
1.	<u>ADDITION: PREPARATION & IMPLEMENTATION OF 7TH GRADE PARENT ORIENTATION – NTE 70 HOURS FOR THE GROUP –A2020.140.050</u>			
	Eda Buzzelli	Elizabeth Fagiani	Joseph Tiberi	
2.	<u>PSA COORDINATION – NTE 10 HOURS PER MONTH – (OCTOBER 2017 THROUGH DECEMBER 2017) – A2250.140.098</u>			
	Elizabeth Carroll			
3.	<u>PREP ELA PROGRAM REVIEW – NTE 3 HOURS EACH – F2103.140.098.0117</u>			
	Sara Englander	Anne Mardon		
4.	<u>ADDITION: 9TH GRADE PLANNING COMMITTEE – NTE 3 HOURS – A2110.140.096</u>			
	Kathryn Canterbury			
5.	<u>TRC COURSE: FINANCIAL PEACE – NTE 18 HOURS @ \$60.00/HR – F2070.131.007.8118</u>			
	Anne Mardon			
6.	<u>TRC BOOK STUDY: RESTORATIVE PRACTICES FOR THE REST OF US – NTE 9 HOURS @ \$60.00/HR – F2070.131.007.8118</u>			
	Marcus Latham			
7.	<u>POSITIVE BEHAVIOR / RESTORATIVE JUSTICE COMMITTEE – NSS – NTE 63 HOURS FOR THE GROUP – A2280.140.007</u>			
	Raquela Aversa JaneAnne LePage Amanda Vail	Michael Corsaro Nancy Sarkees	Mary DePalma Lisa Thompson	Rick Forgione Daniel Weiss

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

- VI. **SCHEDULE B (Continued)**
8. **EXTENDED SCHOOL DAY GRANT – MENTAL HEALTH FIRST AID TRAINING – NTE 3.75 HOURS EACH – F2103.131.007.6618**
- | | | | |
|-------------------|-----------------|--|--|
| Christine Barstys | Terese Loiacano | | |
|-------------------|-----------------|--|--|
9. **ADDITION: 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – LPS – NTE 250 HOURS FOR THE GROUP – F2103.140.098.2418**
- | | | | |
|--------------|------------|------------|--|
| Monique Gazy | Dawn Secic | Mark Teoli | |
|--------------|------------|------------|--|
10. **ADDITION: 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – GPS – NTE 250 HOURS FOR THE GROUP – F2103.140.098.2418**
- | | | | |
|------------------------|----------------|------------------|-----------------|
| Kristina Bordeleau | Frank Coney | Sara Englander | Nicole Ennett |
| Melissa Franke | Kristian Green | Louis Jacklin | Angelica Martin |
| Kristen Mihalko-Hyland | Meagan Millar | Ann Marie Orfano | Rebecca Yots |
| David Zona | | | |
11. **TRC WORKSHOP: CLASS DOJO – NTE 5 HOURS @ \$60.00/HOUR – F2070.131.007.8118**
- | | | | |
|----------------|--|--|--|
| David St. Onge | | | |
|----------------|--|--|--|
12. **ELEMENTARY HEALTHY BEHAVIORS CURRICULUM PLANNING – (9/07/17 – 12/22/17) – NTE 100 HOURS – A2280.140.007**
- | | | | |
|--------------|--|--|--|
| Lisa Szalach | | | |
|--------------|--|--|--|
13. **NIAGARA STREET PARENT EDUCATION EVENTS – NTE 40 HOURS TOTAL FOR THE GROUP – F2103.149.061.0118**
- | | | | |
|-----------------|------------------|-------------------|------------------|
| Ashley Andreana | Christina Asklar | Raquela Aversa | Janine Bellonte |
| Corey Bley | Deanna Cudahy | Christina Custode | Mary DePalma |
| Jennifer Everts | Rick Forgione | Jessica Fortunate | Jessica Fronczak |
| Kelly Gawron | MaryJo Hurtt | Janeanne LePage | Tina Ligammare |
| Susan Marcolini | Sandra Peters | Angela Ruffolo | Vanessa Sanchez |
| Kassie Sillett | Lisa Thompson | Matthew Thompson | Amanda Vail |
| Lisa Valvo | Daniel Weiss | | |

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

VI.	<u>SCHEDULE B (Continued)</u>			
C102.	<u>ADDITION: ELEMENTARY MATH COMMITTEE – NTE HOURS BELOW – A2110.140.096</u>			
	Colleen Caprio – NTE 6 HOURS	Carrie Cino – NTE 15 HOURS	Maria D'Antonoli – NTE 6 HOURS	
C105.	<u>ADDITION: PREP SCHOOL SOCIAL STUDIES – NTE 2 HOURS – F2103.140.098.4317</u>			
	Megan Glasser			
G2000.	<u>ADDITION: JOURNEYS GETTING STARTED – NTE 3.5 HOURS EACH – F2103.140.098.4317</u>			
	Janelle Brydges	Melissa Huffman	Patricia Thompson	
M105.	<u>ADDITION: INVESTIGATIONS 3 TRAINING – NTE 3.5 HOURS – F2103.140.098.0117</u>			
	Jerri Presutti			
EX1.	<u>EXTENDED DAY PROGRAM – CEC – (10/02/17 – 12/22/17) – NTE 125 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Brandi Brown	Elizabeth Carroll	Jessica Collins (McKinney)	Richard Hoffman
	Matthew Leo			
EX2.	<u>EXTENDED DAY PROGRAM – NFHS (9/11/17 TO 12/22/17) – NTE 75 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Deanne Giambra	Bonnie Kane	Corinna Scozzaro	
EX3.	<u>EXTENDED DAY PROGRAM – NFHS – (10/02/17 – 12/22/17) – NTE 525 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Christine Barstys	Catherine Burke	Nicole Campbell (Lasut)	Brian Carey
	Bryan Collins	Marc Daul	Judith Deull	Adrian Ennett
	Michael Evans	Randy Gall	Victoria Grant	Kate Johnston
	Stosh Kajfasz	Terese Loiacano	Dean Melson	Kenneth Nossavage
	Michele O'Connor	Alexandria Porter	William Rodgers	Holly Spanbauer
	Michael Vilardo			

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

VII.	<u>SCHEDULE C</u>		
	<u>ADDITION: WINTER COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098</u>		
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	Joshua Eagan	Assistant Wrestling Coach	\$3814 Step 3
	Donald McCoy	Assistant Wrestling Coach	\$3814 Step 3
	<u>ADDITION: FALL SUPPORT STAFF APPOINTMENTS – 2017-2018 SCHOOL YEAR – \$51.71/PER DAY – NTE 25 EVENTS – A2855.141.098</u>		
	Anthony Bass	Daniel Weiss	
VIII.	<u>APPOINTMENTS SCHEDULES D, E, F, G</u>		
	<u>SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018</u>		
	<u>NFHS – HOMECOMING CHAPERONES – SEPTEMBER 30, 2017 – \$40.74 EACH – A2110.141.045</u>		
	Kelly Bancroft-Billings	Christine Barstys	Amy Chiarella
	Fredia Hart-Cowart	Kaitlyn Jensen	Denise Karski
	Richard Slaiman	Jill Wagner	Karl Wagner
			Cathleen Chilberg
			Richard Meranto
			John Weatherston

It was noted by Mrs. Dumas that Mr. Barstys had stated last week at BRS that he wanted the record to show that he would be abstaining on all personnel actions, within the report, for Christine Barstys.

Mr. Barstys concurred that was his desire; no objections from the Board.

Mr. Barstys' vote on the Certificated Report is in the affirmative on all items with the exception of any action for Christine Barstys in which he abstains.

The vote on the motion was as follows:

Ayes: Mr. Barstys (exception: abstain on action for Christine Barstys), Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items I through XII.
Mr. Cancemi seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u> Diane McAllister	<u>POSITION/LOCATION</u> Secretary I CSE Office	<u>YEARS OF SERVICE</u> 22 years 6 months	<u>EFFECTIVE DATE</u> November 24, 2017
II.	<u>RESIGNATIONS</u>			
	<u>NAME</u> Teresa Mathis	<u>POSITION/LOCATION</u> Food Service Helper 3 Hours Cataract	<u>YEARS OF SERVICE</u> 1 year 9 months	<u>EFFECTIVE DATE</u> July 31, 2017
III.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Jennifer Seymour R	<u>POSITION/LOCATION</u> Secretary I Niagara Street School	<u>SALARY/ACCT. CODE</u> \$35,785 Step 1 A2020.164.061	<u>EFFECTIVE DATE</u> September 19, 2017 (probationary period ends March 18, 2018)
IV.	<u>RECISION OF PROMOTIONAL APPOINTMENT</u>			
	<u>NAME</u> Lisa Flinchum R	<u>POSITION/LOCATION</u> Senior School Monitor 7 Hours Hyde Park	<u>SALARY/ACCT. CODE</u> \$16.71/hr. Step 2 w/Longevity A2110.177.058	<u>EFFECTIVE DATE</u> September 13, 2017
V.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENT</u>			
	<u>NAME</u> Lisa Edwards R	<u>FROM</u> Pre-K Associate 5.5 Hours Hyde Park \$15.47/hr. Step 3 w/Longevity F2510.177.058.3218	<u>TO</u> Senior School Monitor 7 Hours Hyde Park \$16.76/hr. Step 2 w/Longevity A2110.177.058	<u>EFFECTIVE DATE</u> October 2, 2017
VI.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u> Tommy Chandler	<u>POSITION/LOCATION</u> Technology Associate 6 Hours Information Services (Cheryl LaBelle)	<u>SALARY/ACCT. CODE</u> \$14.20/hr. Step 1 A1680.177.098	<u>EFFECTIVE DATE</u> September 5, 2017 – NTE June 30, 2018
	Amanda Farinas	Cook LPS (Roseanne Avojan) & Assistant Cook Niagara Street (Beverly Bradley)	\$19.02/hr. Step 1 C2080.167.050 \$16.43/hr. Step 2 C2080.167.061	September 5, 2017 – September 18, 2017 & September 19, 2017 – September 20, 2017
	Sarah Hall	Asst. Child Care Assoc. 6 Hours Cataract (Melanie Bunce)	\$13.18/hr. Step 1 A2250.173.057	September 1, 2017 – March 2, 2018
	Celestina McClinton	Assistant Cook Niagara Street (Beverly Bradley)	\$16.43/hr. Step 2 C2080.167.061	September 21, 2017 – NTE June 30, 2018
	Florence Swartz	Secretary I CEC (.6) (Julia Destino)	\$35,786 (.6) Step 1 (pro-rated) A2330.164.052	September 13, 2017 – NTE September 28, 2017

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

VII.	TEMPORARY APPOINTMENTS – TRANSFERS			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Beverly Bradley	Assistant Cook Niagara Street (Carolyn Rick) \$16.96/hr. Step 3 C2080.167.061	Cook Niagara Street (Roseanne Avojan) \$19.02/hr. Step 1 C2080.167.061	September 21, 2017 – NTE June 30, 2018
	Jessica D'Anna	School Nurse (.6) District-wide (Teresa Mascaro) \$24,256.80 (.6) Step 1 A2815.167.098	School Nurse District-wide (Teresa Mascaro) \$40,428 Step 1 A2815.167.098	October 2, 2017 – NTE June 30, 2018
VIII.	Ashley Orsi	Pre-K Associate 5.5 Hours Niagara Street School (Lisa Flinchum) F2510.177.061.3118	Pre-K Associate 5.5 Hours Kalfas (Tina Bailor) F2510.177.059.3118	September 13, 2017 – NTE December 31, 2017
	EXTENSION OF TEMPORARY APPOINTMENTS			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1623.162.067	October 1, 2017 – October 31, 2017
	Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1623.162.052	October 1, 2017 – October 31, 2017
	Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1623.167.052 (.6) A1623.167.015 (.4)	October 1, 2017 – October 31, 2017
	James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$31,669 Step 2 A1623.167.060	October 1, 2017 – October 31, 2017
	Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1623.167.045	October 1, 2017 – October 31, 2017
	Sherri Huff	Porter Maple (Mark Palmer)	\$39,340 Step 1 w/Longevity A1621.162.060	October 1, 2017 – October 31, 2017
	Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1623.167.016	October 1, 2017 – October 31, 2017
	Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1623.167.067	October 1, 2017 – October 31, 2017

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

VIII. EXTENSION OF TEMPORARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnichliff)	\$32,314 Step 3 A1623.167.016	October 1, 2017 – October 31, 2017
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1623.162.015	October 1, 2017 – October 31, 2017
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1623.162.015 (.5) A1623.162.052 (.5)	October 1, 2017 – October 31, 2017
Nathan Smith	Cleaner 7 Hours District-Wide – Niagara Street (Maria Carella)	\$31,025 Step 1 A1623.167.061	October 1, 2017 – October 31, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1623.167.045	October 1, 2017 – October 31, 2017
Bertha Travis	School Office Support Clerk Purchasing	\$27,515 Step 1 (pro-rated) A1345.164.008	October 1, 2017 – October 31, 2017
Daniel Tunnichliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1623.167.058	Oct 1, 2017 – Oct 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$32,314 Step 3 A1623.167.050	October 1, 2017 – October 31, 2017

IX. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Desrine Campbell	Food Service Helper 3 Hours GPS C2080.167.049	Food Service Helper 3 Hours Cataract C2080.167.057	September 11, 2017
Jessica Cartonia	Pre-K Associate 5.5 Hours Kalfas F2510.177.059.3118	Pre-K Associate 5.5 Hours Niagara Street F2510.177.061.3118	September 13, 2017
Lisa Flinchum	Pre-K Associate 5.5 Hours Niagara Street F2510.177.061.3118	Pre-K Associate 5.5 Hours Kalfas F2510.177.059.3118	September 13, 2017
Glory Jackson	Asst. Child Care Assoc. 6 Hours LPS A2250.173.050	Asst. Child Care Assoc. 6 Hours Cataract A2250.173.057	September 11, 2017
Lillie Morrisette	Asst. Child Care Assoc. 6 Hours Abate A2250.173.056	Asst. Child Care Assoc. 6 Hours Hyde Park A2250.173.058	September 1, 2017
Brenda Wyrosdick (Huffman)	Health Associate 6.5 Hours GPS (.4) – A2815.174.049 LPS (.4) – A2815.174.050 Hyde Park (.2) – A2815.174.058	Health Associate 6.5 Hours GPS (.8) – A2815.174.049 Hyde Park (.2) – A2815.174.058	September 25, 2017

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

X.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Patricia Buchman	Asst. Child Care Assoc. 6 Hrs. GPS A2250.173.049	Asst. Child Care Assoc. 6.5 Hrs. GPS A2250.173.049	September 1, 2017 – NTE June 30, 2018
	Elizabeth Houlihan	Asst. Child Care Assoc. 6 Hrs. GPS A2250.173.049	Asst. Child Care Assoc. 6.5 Hrs. GPS A2250.173.049	September 1, 2017 – NTE June 30, 2018
XI.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Annette Davis	Pre-K Associate 5.5 Hours GJ Mann	FMLA (without pay)	September 1, 2017 – November 3, 2017
XII.	<u>ADDITIONAL HOURS</u>			
A.	<u>MAPLE PARENT AND FAMILY ENGAGEMENT FUNDS – NTE 5 HOURS EACH – F2103.177.060.0118</u>			
	Deborah Maj	Laura Skalski		
B.	<u>NIAGARA STREET – PARENT EDUCATION EVENTS – NTE 12 HOURS TOTAL FOR GROUP – F2103.178.061.0118</u>			
	Lindsey Diodate	Angeline Freeman-Harrigan		
C.	<u>GJ MANN BREAKFAST DUTY – NTE .50 HOUR DAILY EACH – 2017-18 SCHOOL YEAR</u>			
	Maria Ganczewski	Deborah Pucci		

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Cancemi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The Committee on Special Education met on September 15, 19, 2017 for the annual review of special education students and August 16, 18, 21, 22, 28, September 1, 5, 7, 8, 12, 13, 15, 18, 19, 20, 21, 22, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 9/28/17, 4, 4.08](#)) made by the Committee on Special Education for the 2017-2018 school year.

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. Bishop Dobbs seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on August 30, 31, September 5, 7, 12, 13, 14, 15, 20, 2017 to review and initiate the placement of preschool students with disabilities, and

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", 2017, 9/28/17, 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 2017-2018 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Greg Conley 169 Woodward Ave. Buffalo, NY 14214	Tech Tools for ELL's	\$1,080	September 29- November 3, 2017	Karen Waugaman	Maria Massaro 9/20/17 Mark Laurrie 9/20/17
2.	Greg Conley 169 Woodward Ave. Buffalo, NY 14214	Tech Tools for ELL's A Sheltered Instruction Refresher Part 1	\$1,080	September 29- November 3, 2017	Karen Waugaman	Maria Massaro 9/20/17 Mark Laurrie 9/20/17
3.	Greg Conley 169 Woodward Ave. Buffalo, NY 14214	Tech Tools for ELL's A Sheltered Instruction Refresher Part 2	\$1,080	November 3, 2017 – December 8, 2017	Karen Waugaman	Maria Massaro 9/20/17 Mark Laurrie 9/20/17
4.	Amplify 55 Washington St., Suite 800 Brooklyn, NY 11201	Workshop: Amplify ELA Core Curriculum: Year 1 PD Essentials	\$3,200	October 2017	Edward Ventry	Maria Massaro 9/21/17 Mark Laurrie 9/21/17

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM FIRST BOOK THROUGH THE NIAGARA FALLS TEACHERS UNION LOCAL 801

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

WHEREAS, First Book is a nonprofit social enterprise that provides new books, learning materials, and other essentials to children in need; and

WHEREAS, Since their founding in 1992, First Book has distributed more than 150 million books and educational resources to programs and schools serving children from low-income families; and

WHEREAS, The Niagara Falls Teachers Union was granted approximately \$7,000 worth of books for the Niagara Falls City School District; 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 First Book, 1319 F St., NW, Suite 1000, Washington, DC 20004, and to the Niagara Falls Teachers Union Local 801, 800 Main Street, Suite 1A, Niagara Falls, NY 14301.

6.01 APPROVAL OF RECEIPT OF GIFT FROM FIRST BOOK THROUGH THE NIAGARA FALLS TEACHERS UNION LOCAL 801 (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*

Motion Carried

6.02 APPROVAL OF RECEIPT OF GIFT FROM NIAGARA FALLS REDEVELOPMENT, LLC

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

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, Niagara Falls Redevelopment has donated \$500 to sponsor the youth conference, "Empower My Purpose" on October 25, 2017, at the Community Education Center; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$500; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Niagara Falls Redevelopment, LLC
1625 Buffalo Avenue
Niagara Falls, NY 14303-1528

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*

Motion Carried

6.03 APPOINTMENT OF DELEGATE TO THE 2017 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

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

6.03 APPOINTMENT OF DELEGATE TO THE 2017 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE (cont'd.)

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 2017 New York State School Boards Association Conference.

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*

Motion Carried

6.04 APPOINTMENT OF ALTERNATE DELEGATE TO THE 2017 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

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 *Vincent Cancemi* as its alternate delegate to the 2017 New York State School Boards Association Conference.

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*

Motion Carried

6.05 APPROVAL OF A SPECIAL MEETING (OCTOBER 19, 2017) OF THE BOARD OF EDUCATION

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

WHEREAS, It is necessary that a special meeting of this Board of Education be held at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, That a special meeting of this Board of Education shall be held at the *Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, October 19, 2017*, for the purpose of considering and/or acting upon such business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

Mr. Cancemi asked if the meeting should be moved up.

Mr. Laurrie indicated that it wasn't necessary and that there's ample time to address items of concern. He stated that the Special Meeting will be held only to address items relative to the Capital Projects vote.

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*

Motion Carried

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-18 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT

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

WHEREAS, 21st Century grant programs encourages public school districts and community based organizations to work collaboratively in offering programming.

WHEREAS, District staff has produced an application to fulfill the grant requirements; and

WHEREAS, Official notification of approval of the application and award in the amount of Pre-Prep (Elementary) \$570,231.98 yearly and \$2,851,159.90 for five years; PREP \$603,231.00 yearly and \$3,016,155.00 for five years. Grand total of \$5,867,314.90 of funding for five years for the Pre-Prep (Elementary) and Prep 21st Century Grants.

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-18 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT (cont'd.)

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2017-18 21st Century Pre-Prep (Elementary) and Prep Grant Programs

RESOLVED, That the grant award Pre-Prep (Elementary) \$570,231.98 and; PREP \$603,231.00 be credited to Revenue Account code

RESOLVED, That the money be expended in the following function/object codes.

21st Century PREP Account

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.131.007.2418	Schedule B	\$81,152.00
F2103.131.007.2418	Prep Hourly	\$12,000.00
F2103.138.007.2418	Program Director	\$77,874.00
F2103.150.007.2418	Grants Coordinator	\$ 8,737.00
F2103.151.007.2418	Stipends	\$ 8,000.00
F2103.164.007.2418	Secretary	\$22,190.00
F2103.404.007.2418	Purchased Services	\$280,700.00
F2103.540.007.2418	Supplies	\$15,500.00
F2103.409.007.2418	Travel	\$ 7,620.00
F2103.800.096.2418	ERS	\$ 3,572.00
F2103.802.096.2418	TRS Retirement	\$22,062.00
F2103.803.096.2418	FICA/Medicare	\$16,061.00
F2103.804.096.2418	Worker Comp	\$ 4,253.00
F2103.806.096.2418	Unemployment	\$ 3,328.00
F2103.807.096.2418	Health Insurance	\$22,558.00
F2103.970.096.2418	Indirect Cost	\$17,624.00

Total Amount: \$603,231

21st Century Pre-Prep Account

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.138.007.2318	Program Director	\$77,874.00
F2103.140.098.2318	Schedule B	\$119,035.98
F2103.150.007.2318	Grant Coordinator	\$8,737.00
F2103.164.007.2318	Secretary	\$10,415.00
F2103.167.098.2318	Summer Hourly	\$1,000.00
F2103.404.007.2318	Purchased Services	\$250,200.00
F2103.409.007.2318	Travel	\$6,600.00
F2103.540.007.2318	Supplies	\$10,800.00
F2103.800.096.2318	ERS	\$1,786.00
F2103.802.096.2318	TRS	\$22,062.00
F2103.803.096.2318	FICA	\$16,061.00
F2013.804.096.2318	Workers Comp	\$3,653.00
F2103.806.096.2318	Unemployment	\$2,751.00
F2103.807.096.2318	Health Insurance	\$22,558.00
F2103.970.096.2318	Indirect Costs	\$16,699.00

Total Amount: \$570,231.98

ABSTRACT

1. School District: City School District of the City of Niagara Falls, New York
2. Title of Projects: 21st Century Pre-Prep (Elementary) and Prep Grant Programs
3. Funding Source: The State Education Department

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-18 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT (cont'd.)

4. Total Budget: Pre-Prep (Elementary) \$570,231.98 yearly and \$2,851,159.90 for five years; PREP \$603,231.00 yearly and \$3,016,155.00 for five years. Grand total of \$5,867,314.90 of funding for five years for the Pre-Prep (Elementary) and Prep 21st Century Grants.

5. Total Staff:

- 2 Program Directors (1 FTE)
- 1 Grants Administrator (.25 FTE)
- Site Coordinator (hourly schedule B)
- 22 Activity Providers (hourly schedule B)

6. Number of Clients Served: 2,000

Major Objectives/Activities/Evaluation:

- Increasing Math passing rate and overall ELA Common Core passing rate.
- Develop within students a sense of personal and social responsibility regarding their work ethic and social behavior within the community, among family, peers and school staff.
- Maximize the positive effects that school policies, parenting skills, teaching skills, administrative supervision and community partnerships have on developing and managing student behavior and learning.
- Assist parents in becoming involved with the school and community in a partnership that enhances their children's education.
- Improving student engagement, connectedness, and mental health through increased student support for targeted students with supportive activities.

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*

Motion Carried

6.07 ACCEPTANCE OF FUNDS FOR THE 2017-18 EXTENDED DAY/SCHOOL VIOLENCE

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

WHEREAS, The Extended School Day/School Violence Prevention Program encourages public school districts and community based organizations to work collaboratively in offering programming.

6.07 ACCEPTANCE OF FUNDS FOR THE 2017-18 EXTENDED DAY/SCHOOL VIOLENCE (cont'd.)

WHEREAS, District staff has produced an application to fulfill the grant requirements;
and

WHEREAS, Official notification of approval of the application and award in the amount of \$350,000 yearly for the next five years.

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2016-17 Extended School Day/School Violence Prevention Program

RESOLVED, That the grant award of \$350,000 be credited to Revenue Account F3289.660.18 Extended School Day/Violence Prevention; and

RESOLVED, That the money be expended in the following function/object codes.

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.131.007.6618	Schedule B	\$69,200
F2103.138.007.6618	Grant Admin. & Program Director	\$39,400
F2103.164.007.6618	Secretary	\$11,000
F2103.200.007.6618	Equipment	\$14,670
F2103.404.007.6618	Purchased Services	\$129,000
F2103.540.007.6618	Supplies	\$16,000
F2103.409.007.6618	Travel	\$1,500
F2103.800.096.6618	ERS	\$2,079
F2103.802.096.6618	TRS Retirement	\$15,346
F2103.803.096.6618	FICA/Medicare	\$810
F2103.804.096.6618	Worker Comp	\$2,416
F2103.806.096.6618	Unemployment	\$3,110
F2103.807.096.6618	Health Insurance	\$33,969
F2103.970.096.6618	Indirect Cost	\$11,500
Total Amount:		\$350,000

ABSTRACT

1. School District: City School District of the City of Niagara Falls, New York
2. Title of Project: Extended School Day/Violence Prevention Program
3. Funding Source: The State Education Department
4. Total Budget: \$1,750,000 (5 years) \$350,000 (yearly)
5. Total Staff:
 - Program Director (.5 FTE)
 - Grants Administrator (.050 FTE)
 - Site Coordinator (hourly schedule B)
 - 22 Activity Providers (hourly schedule B)
6. Number of Clients Served: 2,000
Major Objectives/Activities/Evaluation:
 - Emphasis increasing Algebra I Common Core passing rate and overall ELA Common Core passing rate.
 - Develop within students a sense of personal and social responsibility regarding their work ethic and social behavior within the community, among family, peers and school staff.

6.07 ACCEPTANCE OF FUNDS FOR THE 2017-18 EXTENDED DAY/SCHOOL VIOLENCE (cont'd.)

- Maximize the positive effects that school policies, parenting skills, teaching skills, administrative supervision and community partnerships have on developing and managing student behavior and learning.
- Assist parents in becoming involved with the school and community in a partnership that enhances their children's education.
- Improving student engagement, connectedness, and mental health through increased student support for targeted students with supportive activities.

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*

Motion Carried

6.08 APPROVAL OF IMPLEMENTING AND FUNDING A UNIFIED SPORTS PROGRAM FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

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

WHEREAS, The New York State Education Department and the New York State Public High School Athletic Association have approved Unified Sports, beginning with the 2017-18 school year; and

WHEREAS, The New York State Education Department has established regulations for Unified Sports and the New York State Public High School Athletic Association's Executive Committee has approved recommendations of the Unified Sports Committee; and

WHEREAS, in order to support the diverse interests of students involved in sports programs, the Superintendent recommends that the Board of Education approve implementing and funding a Unified Sports program in the District, to commence in the 2017 – 2018 school year; therefore be it resolved

RESOLVED, the Board does hereby approve implementing a Unified Sports program for the District and does further approve funding to support the Unified Sports Program; and further

RESOLVED, that the Superintendent is hereby directed to do everything appropriated and necessary to implement the Unified Sports Program for the District commencing with the 2017-2018 school year.

6.08 APPROVAL OF IMPLEMENTING AND FUNDING A UNIFIED SPORTS PROGRAM FOR 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, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR

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

WHEREAS, The District is obligated to provide Reading instruction to students enrolled in Special Classes; and

WHEREAS, Cengage Learning will provide 6 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$15,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing October 1, 2017 and ending August 31, 2018; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Cengage Learning be approved; and

RESOLVED, That the agreed upon fee for the period October 1, 2017 through August 31, 2018 is \$15,000.00; 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 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 28th day of September, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66 Street, Niagara Falls, New York 14304, (hereinafter "District") and Cengage Learning 10650 Toeppen Drive Independence, KY 41051

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

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 Cengage Learning as an independent contractor to render to the District the services, and Cengage Learning hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Cengage Learning 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 coaching services for the Reach reading program in the Fall of 2017.
- b) Two (2) days of coaching services for the Reach reading program in the Winter of 2018.
- c) Two (2) days of coaching services for the Reach reading program in the Spring of 2018.
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Cengage Learning shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Cengage Learning shall not be an employee of the District. Cengage Learning 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 Cengage Learning. Upon receipt of payment invoices, the District shall pay to Cengage Learning its services hereunder a sum not to exceed \$15,000.00. Payment in 3 equal payments of \$5,000.00 (then continue with upon receipt of invoice etc). Payment checks payable to the order of the Cengage Learning shall be deemed full payment to, and acquittance by Cengage Learning.

5. Indemnification. To the fullest extent permitted by law, Cengage Learning 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. Cengage Learning 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. Cengage Learning and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

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, 2017 to August 31, 2018, 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 Cengage Learning under this Agreement are unique and personal. Accordingly, Cengage Learning 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

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (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*

Motion Carried

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR

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

WHEREAS, The District is obligated to provide Pre-Kindergarten instruction and
WHEREAS, Lynnette Haley O'Stewart will provide 5 days of on-site screening and curriculum support; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$3,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2017 and ending August 31, 2017; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Lynnette Haley O'Stewart be approved; and

RESOLVED, That the agreed upon fee for a term commencing October 1, 2017 and terminating August 31, 2018, for an amount not to exceed \$3,000.00; 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 be it further

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

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 28th day of September, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Lynnette Haley O'Steewart 8149 State Street Gasport, New York 14067

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 Lynnette Haley O'Steewart as an independent contractor to render to the District the services, and Lynnette Haley O'Steewart hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Lynnette Haley O'Steewart shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Support Pre-Kindergarten teachers with the administration of the Ages and Stages screening tool
- b) Support Pre-Kindergarten teachers with the curriculum review process
- c) Guide teachers in using the Early Childhood Environmental Rating Scale
- d) All of the functions will be performed under the direction of the Superintendent and/or his designee. Lynnette Haley O'Steewart shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Lynnette Haley O'Steewart shall not be an employee of the District. Lynnette Haley O'Steewart 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 Lynnette Haley O'Steewart. Upon receipt of payment invoices, the District shall pay to Lynnette Haley O'Steewart its services hereunder a sum not to exceed \$3,000.00. Payment as services are rendered. Payment checks payable to the order of the Lynnette Haley O'Steewart shall be deemed full payment to, and acquittance by Lynnette Haley O'Steewart. Payments will be made as services are rendered, by December 30, 2017, March 31, 2018 and August 31, 2018.

5. Indemnification. To the fullest extent permitted by law, Lynnette Haley O'Steewart 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.

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

6. Taxes and Insurances. Lynnette Haley O'Stewart 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. Lynnette Haley O'Stewart 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 October 1, 2017 to August 31, 2018 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 Lynnette Haley O'Stewart under this Agreement are unique and personal. Accordingly, Lynnette Haley O'Stewart 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

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (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*

Motion Carried

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") FOR ON-SITE INSTRUCTIONAL COACHING AND PROFESSIONAL DEVELOPMENT SERVICES FOR THE 2017 - 2018 SCHOOL YEAR

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

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, Teaching Strategies, LLC ("TS") will provide 6 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$28,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing October 1, 2017 and ending August 31, 2018; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Teaching Strategies LLC ("TS") be approved; and

RESOLVED, That the agreed upon fee for the period October 1, 2017 through August 31, 2018 is \$28,000.00; 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 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.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") FOR ON-SITE INSTRUCTIONAL COACHING AND PROFESSIONAL DEVELOPMENT SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 28th day of September, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Teaching Strategies, LLC ("TS") (hereinafter Teaching Strategies) 4500 East West Highway, Suite 300 Bethesda, MD, 20814, US

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 Teaching Strategies as an independent contractor to render to the District the services, and Teaching Strategies hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Teaching Strategies shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Three (3) days of coaching services for the Teaching Strategies Pre-K 3 and 4 program in the Fall of 2017.
- b) Two (3) days of coaching services for the Teaching Strategies Pre-3 and 4 curriculum in the Winter of 2018.
- c) Two (2) days of coaching services for the Teaching Strategies Pre-K 3 and 4 curriculum in the Spring of 2018.
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Teaching Strategies shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Teaching Strategies shall not be an employee of the District. Teaching Strategies 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 Teaching Strategies. Upon receipt of payment invoices, the District shall pay to Teaching Strategies its services hereunder a sum not to exceed \$28,000.00. Payment in 3 payments following services rendered (then continue with upon receipt of invoice etc). Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") FOR ON-SITE INSTRUCTIONAL COACHING AND PROFESSIONAL DEVELOPMENT SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

5. Indemnification. To the fullest extent permitted by law, Teaching Strategies 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. Teaching Strategies 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. Teaching Strategies 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 October 1, 2017 to August 31, 2018, 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 Teaching Strategies under this Agreement are unique and personal. Accordingly, Teaching Strategies 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

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2017, 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)

Notary Public

Motion Carried

WHEREAS, The contract will be for a term commencing October 1, 2017, and terminating August 31, 2018 for an amount not to exceed \$88,440 for services to be performed; therefore, be it

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY 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 OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

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 October 1, 2017 and terminating August 31, 2018 for an amount not to exceed \$88,440; 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 28th DAY OF September 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 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:
 1. The Data Triangle Stakeholder Survey, to include analysis and District/School reports;
 2. The Leveraged Leadership Training and Mentoring Program for school leaders;
 3. Technical Assistance for facilitation of District-led school reviews, recommendation and report writing;
 4. Technical Assistance for completion and filing of Quarterly Leading Indicator Reports;
 5. Parent Workshops; and
 6. Two days of professional development for School leaders and Leadership Team

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY 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 OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

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 a payment invoice the District shall pay to PLC Associates, a sum not to exceed \$88,440 to be paid in four (4) installments as follows: \$22,110 on December 1, 2017; \$22,110 on February, 1, 2018, \$22,110 on May 1, 2018 and the balance of \$22,110 on June 30, 2018. 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 and acquittance the Second Party, PLC Associates.

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 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 10/01/17 through 8/31/18, 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

Penny Ciaburri, CEO

NIAGARA FALLS CITY SCHOOL DISTRICT

President Board of Education

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-4 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

WHEREAS, The goal of the Houghton Mifflin Harcourt, Inc. on-site professional development and coaching is to improve and refine the delivery of instruction with Journeys resources and materials; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the program resources align to the Common Core Learning Standards and allow for differentiated instruction for all learners; and WHEREAS, Houghton Mifflin Harcourt, Inc. consultants will provide 17 total days of on-site technical assistance to District staff; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Houghton Mifflin Harcourt, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Journeys program in grades Kindergarten to 4, for a term commencing October 1, 2017 and terminating August 31, 2018 for an amount not to exceed \$42,650.00; 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 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 28nd day of September, 2017, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Houghton Mifflin Harcourt, Inc., (hereinafter "HMH").

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 HMH as an independent contractor and HMH hereby accepts such engagement, to render to the District the services in implementing the Journeys program, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: HMH shall provide and render to the District the following services:

- a) On-site technical assistance and coaching for implementing the Journeys program for Literacy in District elementary 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.

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-4 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

All of the functions will be performed under the direction of the Superintendent and/or his designee. HMH 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.

3. Relationship Between the Parties. HMH shall not be an employee of the District. HMH 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 HMH for its services hereunder a sum not to exceed Forty-two thousand, six hundred fifty dollars (\$42,650) payable as follows: the sum of \$10,662.50 on December 1, 2017, \$10,662.50 on February 1, 2018, \$10,662.50 on May 1, 2018, and the balance of \$10,662.50 on June 30, 2018. Payment checks payable to the order of HMH shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, HMH 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. HMH 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. HMH 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 October 1, 2017 and Terminate on August 31, 2018, 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 HMH under this Agreement are unique and personal. Accordingly, HMH 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.

Houghton Mifflin Harcourt, Inc.

City School District of City of Niagara Falls

President

President

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-4 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _ day of _____, 2017, 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 _____, 2017, 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, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR LITERACY AND MATHEMATICS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR OCTOBER 1, 2017 – AUGUST 31, 2018

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

WHEREAS, The goal of the Pearson Education, Inc. on-site technical assistance visits is to provide school and District staff and classroom teachers the tools necessary to differentiate instruction for all pupils; and

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR LITERACY AND MATHEMATICS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

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

WHEREAS, Pearson Education, Inc. specialists in literacy and math will provide 27 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 Pearson Education, 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 October 1, 2017 and terminating August 31, 2018 for an amount not to exceed \$85,050.00; 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 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 28th day of September, 2017, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Pearson Education, 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 differentiated instruction, 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:

Pearson Education, Inc. will provide on-site technical assistance for school leaders and professional development for teachers in both literacy and mathematics. All services will focus on helping teachers to use research-proven strategies to differentiate their instruction to meet the needs of struggling learners, and assist school principals to effectively monitor and support teachers' efforts

a) Preparatory School support will include content literacy strategies to make complex text and other reading material accessible to special education students.

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR LITERACY AND MATHEMATICS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

- b) Elementary school technical assistance will focus on strategic use of the Investigations 3 Mathematics program to build deep conceptual understanding for all learners.
- 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 New York State Learning Standards and the Instructional Shifts embedded in the Standards and is the sole source for the Investigations 3 Mathematics Program, and is therefore able to carry out the requirements of this service contract.

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 Eighty Five Thousand Fifty Dollars (\$85,050 - 27 days of professional development payable as follows: \$18,900 on December 1, 2017; \$22,050 on February 1, 2018; \$22,050 on May 1, 2018, and the balance of \$22,050 on June 30, 2018. 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 October 1, 2017 and Terminate on August 31, 2018 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.

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR LITERACY AND MATHEMATICS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR OCTOBER 1, 2017 – AUGUST 31, 2018 (cont'd.)

Pearson Education, Inc.

City School District of City of
Niagara Falls

President

President

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _ day of _____, 2017, 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 _____, 2017, 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, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.15 APPROVAL OF BUFFALO CONSTRUCTION CONSULTANTS, INC. TO SERVE AS CONSTRUCTION MANAGER FOR THE QUALITY ZONE ACADEMY BONDS (QZAB)/ CAPITAL PROJECTS TO RENOVATE SCHOOL BUILDINGS AND APPROVAL OF THE CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE DISTRICT AND BUFFALO CONSTRUCTION CONSULTANTS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE PROJECT

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

WHEREAS, The School District is proposing an \$45 million capital project to provide improvements to school buildings; and

WHEREAS, The \$45 million dollars for the project is the sum of the \$19.4 million approved by the New York State Education Department Office of Facilities Planning in Quality Zone Academy Bonds with the additional \$25.6 million dollars anticipated from a December 2017 public referendum vote; and

WHEREAS, Per the District's Selection Committee it has been recommended that it is in best interest to retain Buffalo Construction Consultants, Inc. to serve as Construction Manager for the QZAB Capital Project and to negotiate an Agreement providing for construction management services; and

WHEREAS THE Superintendent and his staff have negotiated an Agreement with Buffalo Construction Consultants, Inc. incorporating the services to be rendered by it as Construction Manager and the fees to be paid; now therefore be it

RESOLVED, That the Board of Education hereby approves Buffalo Construction Consultants, Inc. to act as Construction Manager for the \$45 million QZAB Capital Project for a fee of 4.9% of the hard construction cost, plus \$120,000 in pre-construction fees; and further

RESOLVED, That the Board does hereby further Approve the Construction Management Agreement between the District and Buffalo Construction Consultants, Inc. providing among other things for the services to be rendered by Buffalo Construction Consultants, Inc. as Construction manager and the fees to be paid for such services, a copy of which is attached; 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 such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Construction Management Agreement ([BoardDocs, see "Meetings", 2017, 9/28/17, 6, 6.15\).](#)

6.15 APPROVAL OF BUFFALO CONSTRUCTION CONSULTANTS, INC. TO SERVE AS CONSTRUCTION MANAGER FOR THE QUALITY ZONE ACADEMY BONDS (QZAB)/ CAPITAL PROJECTS TO RENOVATE SCHOOL BUILDINGS AND APPROVAL OF THE CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE DISTRICT AND BUFFALO CONSTRUCTION CONSULTANTS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE PROJECT (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*

Motion 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

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurrie
September 28, 2017

We'll take a look at the meeting of October 19th to determine whether there's a need for another meeting prior to base on information we get back on the air conditioning; will advise the Board via text and the community. He stated that we need to stay on capital projects.

Healthy Bodies curriculum (sex education) was introduced at the District-Wide Parent Committee Meeting. There were about 25 parents who seem to embrace it. Meetings for the public are scheduled to be held October 4th at Abate and October 11th at Cataract. The Niagara Gazette was notified so that there's coverage; public will be notified, as well.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mr. Mark Laurrie
September 28, 2017

Congratulations...

- Niagara Street, who has a new business partner, the Sertoma Club. The Club donated \$5,000 a year to Niagara St. School.

Mr. Laurrie and Mr. Latham toured the Niagara Falls Armory; it has some interesting potential which he will discuss further with the Board at a future meeting.

Thank you to the Board for your support of the Capital Projects resolutions. We have a great team.

Mr. Laurrie noted that an Executive Session will be needed.

Mr. Petrozzi stated that he may want to make a motion after that Executive Session.

COMMENTS BY BOARD MEMBERS

The Superintendent and Board members congratulated the students who were present earlier on their successful completion of the necessary requirements for graduation, and they wished them the best in their future endeavors. They also congratulated retiring Information Systems Administrator, Ms. Darlene Sprague, for her work and wished her the best and thanked her for her leadership.

Mr. Cancemi congratulated Niagara Street School on its new business partner, Sertoma. He commended Ms. Sweethome for being instrumental in the two coming together. He also thanked Mr. Laurrie for introducing the Healthy Bodies curriculum to the parents at the District-Wide Parent Committee meeting.

Mr. Petrozzi recalled when Darlene handed him his first District computer; *I didn't know what to do with...and how he's come a long way*. He recognized how much the District has grown in the area of technology under her leadership.

Mr. Barstys congratulated Darlene and he recognized how far ahead this District is compared to other districts due to her leadership and her team.

Bishop Dobbs stated that Darlene has always been a valuable asset and that he appreciates what she's done over the many years.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Restaino invited Darlene to stop over for lemonade while she's out walking the dog.

Mr. Vilardo stated that some people have a hard time with retirement; he encouraged Darlene to enjoy her retirement and wished her good health because that is what's more important.

EXECUTIVE SESSION

At 8:00 p.m., a motion for Executive Session was made by Mr. Restaino to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons, or corporation and to discuss Collective Bargaining negotiation under the Taylor Law and for Attorney/Client privilege; seconded by Mr. Paretto, motion passed unanimously by those present.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES

Executive Session was concluded and the Regular meeting was reconvened at 8:35 p.m. on the motion by Mr. Restaino, seconded by Mr. Barstys. Motion passed unanimously by those present.

ITEM 4.03 BID #13 SCHOOL APPAREL

Mr. Petrozzi motioned to remove Bid #13 – School Apparel off the table for action. Mr. Barstys seconded the motion.

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: *None*

Motion To Remove Bid #13 – School Apparel off the table was approved.

Mr. Barstys moved for approval of Bid #13 – School Apparel. Bishop Dobbs seconded the motion.

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. 13 – School Apparel; and

WHEREAS, Legal notice was published August 24, 2017 and bid documents were mailed to or secured by eight potential bidders; and

ITEM 4.03 BID #13 SCHOOL APPAREL (cont'd.)

WHEREAS, Bids were publicly opened and read on September 6, 2017 and three properly executed bid was received; and

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 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>
13A	Bison Logo	Estimate in excess of \$10,000

Ayes: Mr. Barstys, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo,

Nays: *None*

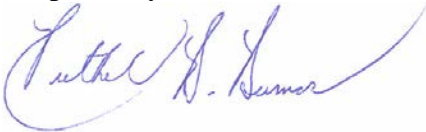
Motion to approve Bid #13 – School Apparel was carried.

ADJOURNMENT

The September 28, 2017 Regular meeting was adjourned at 8:40 p.m. on the motion made by Mr. Paretto, seconded by Bishop Dobbs in memory of the following; all were in favor.

- *Mr. Herb Davis, husband of Annette Davis (PreK Associate @ GJ Mann)
- *Ms. Patricia Ann Williams, Asst. Child Care Associate at NFHS. Ms. Williams is the aunt to Rashad Williams (TA @ LPS), Schurron Cowart (School Counselor @ GPS), Allen Cowart (teacher @ Abate), and Fredia Cowart (teacher @ NFHS)
- *Mr. Richard Papiernik, father of Paul Papiernik (General Repairer)
- *Ms. Zainab Sharrieff, Bishop Dobbs' sister-in-law

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Board Review Session
October 19, 2017

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, K. Dobbs, A. Jocoy, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, A. Massaro, M. Massaro, J. Roscetti, E. Smeal

Healthy Behaviors

Mr. Laurrie has been discussing Behavioral Health in the District for the past 18 months. He would like to bring forth resolutions and personnel actions to get programming off the ground. A Youth Risk Behavior survey was given to high school and prep school students in 2015. This brought about serious questions regarding risky behaviors. Mr. Laurrie continued stating that we need to embrace a large fundamental change in policies. He presented this to the District's nursing staff, mental health associates, community health center, District parent group, forum at Abate and Cataract. He received a great deal of feedback.

Mr. Laurrie introduced Dr. LaVonne Ansari, an experienced educator, administrator, recreation therapist and manager with more than 25 years of combined experience. She is currently the CEO and Executive Director of Community Health Center of Buffalo, Inc., which strives to improve the health and quality of life within city neighborhoods. Prior to her recent appointment as CEO, she was Vice President of Operations and Director of Equity and Diversity at Niagara County Community College. She said our job today as health care providers is similar to educators. The Community Health Center is mandated by Congress. In 2006, they had 6,000 patients. They now have 20,000 patients with 45,000 visits. In 2015, a new building was completed on Highland Avenue, in addition to their buildings in Lockport and Cheektowaga. Being federally mandated – they cannot turn anyone away.

Mr. Laurrie added that he will be asking the Board to approve two 3-year old classes to begin in February. Further, he said the plan today is to ask you in December or January to move a health teacher from NFHS and have this person work in our elementary schools. The second phase is that the nurses and health teachers, under direction of Mr. Wojton, will change the curriculum from Abstinence Only to Abstinence Plus, in talking about contraception. Too many children are thinking about social media, getting pregnant, etc. The third phase is to allow community partners into our school system, which we never have done. Planned Parenthood, Native American Services, Project TEAL, to name a few. A District employee will be with everyone coming into schools. The fourth phase is with Dr. Ansari and her group to engage with the Community Health Center of Buffalo to bring a Mobile Health Clinic to our District. Many students do not go to the doctor or dentist as frequently as they should. And further, there are physical, and mental issues as well.

Mr. Laurie shared some of the outcomes from the survey. He then shared feedback he has received when presenting this:

- The more you're talking about sex, the more you're encouraging it. This is not true. Kids are talking whether he is or not.
- Planned Parenthood Agency performing abortions. Absolutely not in schools.
- Why so late? Earlier than 5th grade would be better.
- Why suggesting to opt out? The most vulnerable are students whose parents aren't involved. Opt in – kids will sign for their parents.
- This is not your job. You should be improving reading, writing, math, etc. Mr. Laurie disagrees and said you can't make a significant change unless we undertake bigger issues.

Mr. Laurie has received three letters of support that he will share with the Board members. All in all, the response has been overwhelmingly positive and supportive.

Rev. Dobbs asked how our parents and families are being connected with the information that's given to students. Has there been any interest? Mr. Laurie replied yes, before 5th and 6th grade, parents will have a chance to look at topics.

Mr. Petrozzi asked if any other districts were doing this. Mr. Laurie replied that Buffalo has condom distribution right in schools. They have fully embraced this. Our rate of teenage pregnancy and STD's is the highest in Western New York.

Mr. Restaino asked about staffing the van. Dr. Ansari replied that it will be staffed with a Nurse Practitioner, Medical Doctor, and Physician's Assistant.

Mr. Restaino has read articles and listened to the media presentation. He supports the notion that this District needs to do something. In Niagara County, there are several more severe locations as a function of population that are experiencing the same problem – much worse than Niagara Falls. He doesn't want us setting ourselves up to something we may not achieve. We are competing with households, televisions, fashion, social media - so many places that are screaming at young people. The target for the Be Healthy, Be Responsible program is for inner city African American male adolescents. How have we adapted the program to embrace broader population? Dr. Ansari replied that the goal is community empowerment.

Mr. Barstys asked how soon this can start. Mr. Laurie said he wants to start and do it in a way that's legally protected to the District. He wants to launch this as a package. He would like to start in January/February. November will be a final public hearing where all questions will be answered.

Mr. Jocoy asked how long will we implement and look and look at numbers before we stand back and evaluate the program.

Mr. Vilaro said in regard to Planned Parenthood, we need to have a District staff member in the room as his concern is that they are not pushing abortion as a way of birth control. Mr. Laurie said he will make sure that staff understands that's not what the topic is.

Mr. Bass added that 3% of services from Planned Parenthood is abortion. None of our partners will do anything to jeopardize our relationship.

QZABS/Capital Projects

Clark, Patterson, Lee had a request to look into air conditioning. We are asking you to agree to a number tonight. For \$55 million, you can air condition four elementary schools. They can do all of that work, using proceeds of the revenue earned from QZABS to offset any local share that would have to be paid – budget neutral. When we go to \$77 million, we have to use general fund money.

All schools are going to get interior finishes and upgraded wiring. Roofing at Cataract and Maple. Roof at the high school will give us a 20 year warranty.

Mr. Restaino recommended we approve the \$55 million proposal; Rev. Dobbs agreed.

Review of Agenda

A review of the Board Meeting agenda was held.

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

AGENDA REVIEW SESSION
October 26, 2017

PRESENT: Mr. Barstys, Mr. Cancemi, Mr. Vilardo, Mr. Paretto, Mr. Petrozzi, Mr. Bass, Bishop Dobbs, Mr. Jocoy

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mrs. Dumas, Mrs. Holody, Mr. Granieri, Mr. Woyton, Mr. Ventry, Mr. Smeal, Mr. Massaro, Mr. Roscetti

GUESTS: Mr. Montalbo, Mr. Widmer of Drescher & Malecki LLP

Fire Reports

Mr. Smeal introduced Fire Investigator Eric Barlow. Investigator Barlow reported inspections occur every 11 months, therefore, inspections occurred over the summer months, absent of teachers and students. Inspections will fall within the same time period for the next few years. All facilities were inspected; there were no major findings. Schools are immaculate. Mr. Smeal reported all panels were also inspected by the alarm system contractor; only a few fixes occurred at NFHS alarm.

Mr. Laurrie thanked Inspector Barlow and the Fire Department for its cooperation and being a partner with the District; always providing an instant response when called upon. He asked Inspector Barlow to communicate to the Department his comments on the District's partnership and making things better for the District and the kids. Resolution 6.04 is presented to the Board for approval of these annual reports.

External Audit

The Superintendent prefaced the auditor's presentation with the following comments:

1. I would like to thank Mr. Widmer and Mr. Montalbo and the audit team for the professionalism and candor displayed during the work performed in the District. We are seeing them annually for fewer and fewer days; this is attributed to the good procedures that are in place.
2. Staff were asked during review not to interfere or get in the way of anything asked for or that was needed to be done. The audit was led by the honesty of Mr. Giarrizzo and Mrs. Holody.
3. I am pleased with report.
4. Elected officials are publically acknowledged for the support provided to the District with regard to the District's receipt of its State Aid.
5. This is the earliest date the auditors have presented the audit results at a Board Meeting.

6. In conclusion, while it is important for the District to add to its reserve funds, the main mission of the District is to educate children. The District has a high poverty rate and staff continuously work hard to raise student achievement. Through the year without a reduction in force, student achievement has progressed in all schools, We got through the year by keeping programs and adding a few, but it is not enough we need to add more. The Fund Balance has increased; there is less reliance on the fund balance. No significant findings were noted in this audit; this is attributed to the Finance Department, which the Board helped restructure lead by Mr. Giarrizzo and Mrs. Holody and in the move toward the positions of Accountant and Junior Accountant. The work of Mrs. Jackin and Mr. Schwertfager and the rest of team is showing the fruits of restructuring.

Mr. Giarrizzo noted this audit differs from the internal audit, which is about specific processes, or the claims auditor, who verifies payments made. This audit looks at the entire financial situation and makes sure the District's paper entry accurately reflects the financials of the District, and points out any material weakness and verifies numbers.

Mr. Montalbo echoed the Superintendent's comments regarding corresponding with staff and allowing performance of tests with no barriers on documents or information given. He provided an overview of the audit performed, its findings and recommendations to the management. He noted the same information was, this evening, also presented to the District's Audit Committee for acceptance and forwarding to the Board of Education.

Highlights of the audit were provided as follows:

1. The basic financial statements fairly represent the District's financial position and are reliable for making budget decisions and working with external third parties. We are awarding an unmodified or clean opinion on these statements.
2. A five-year trend of revenues and expenditures shows the last three fiscal years had a fund balance increase. There has been a favorable trend over that period of time. The Unassigned Fund Balance of \$5.6 million is at the 4% compliance limit; that is the maximum amount allowed to be held by a District. The Restricted and Nonspendable Fund Balance grew to \$9.5 million from \$6.6 million the previous year. Of note is the Assigned Fund Balance decrease which exhibits the District is generating a more balanced budget, relying less on fund balances.
3. Significant factors which contributed to the \$2.6 million increase were: a) a favorable basic formula State Aid (\$83.4 million), which was above what was expected, b) miscellaneous revenues from Greenway capital projects

drawdown (\$1.06 million) and c) BOCES refund (+\$405,000 from the prior year).

4. School Lunch Fund revenues and expenditures analysis illustrates the revenues exceeding expenses by \$500,000. The fund balance is just over one million dollars. This is not expected to be an upward trend. There is some staffing that is below the level needed and receipt of increased grant subsidies last year will not be repeated. Mr. Laurie noted the District was successful in obtaining grants for cafeteria equipment, thereby, alleviating the need to use the fund balance. Also, the Board will be presented with a plan in the next few months regarding 3 hour openings in food service the administration feels can be eliminated and used to hire assistant cooks in two locations.
5. The District has implemented the recommendation from last year's audit to have an actuarial study performed. The District's liability has been adjusted to that estimate.
6. As far as findings, no significant deficiencies have been found in internal controls.

In conclusion, Mr. Montalbo stated from a staff level in the Finance Department and from an audit standpoint, the team received the full cooperation from staff and from Mr. Giarrizzo and Mrs. Holody, who worked with them the last few years. They are as solid as ever, as are the improvements in the department.

Mr. Laurie referred to the Extraclassroom Activities Fund and indicated he feels it is an error on the State's part that elementary schools cannot have an elementary treasury; that is only permissible for grades 7-12, but we are doing it. Mr. Laurie disagrees with the State's guidance on this matter and feels with good teacher leadership elementary students can learn money management. With all due respect to the State, he indicated the District will continue the elementary treasurer's program. He would like the State to take a look at that and the capability of running financial books under a teacher's guidance.

Because the District has met the 4% maximum in the Unassigned Fund Balance, a future discussion will be scheduled with the Board to decide where to put the excess funds. In the interim, funds will be put into ERS and Workers' Compensation reserves.

Mr. Laurie commended the nine members of the Board who have done a yeoman's job in this economy and in this City in keeping to the mission of teaching and learning.

The Board was provided with an update on two topics of interest:

- There has been a favorable ruling made in the Maisto vs. the State of New York litigation. The Third Judicial Appellate Division of New York State has ordered that the Supreme Court's judgment be reversed. It ruled the Court disregarded the damages had on the output. It now appears Districts will have to defend themselves individually. The District will need an application for permission to appeal to the Court of Appeals.
- Staff participated in a conference call today with the Governors' legal council, Assemblyman Morinello, Mr. Ruffalo, Mayor Dyster, and City Council members regarding payment of casino money. Within a week to 10 days there will be an agreement on arbitrators. The State's position is that the Seneca's should continue its 25% payment to the HCSC.

Community Education Program

Mr. Laurie introduced the topic by stating the Board/District owes the community, as a leading body, to bring back a full scale Community Education program for adults. Not only because 74% of adults in the City have no children, but the Board is a guardian of public schools and public education. If we do our part to raise the cultural education of the public, we will get positive results. For that reason a recommendation is before you to engage with an independent contractor who is experienced in running Community Education programs to raise culture intellectual of community.

Mrs. Anita Muzzi was introduced to the Board. She provided a brief overview of her experience with community education programs:

- In 2010 brought into Niagara Wheatfield to run its program, however, budget crisis eliminated the program.
- Background in national corporate sales with Marriott.
- Experienced in art instruction
- Taught in Western New York since 1999 from Buffalo to NU.

During review of previous programming, she noted things she noticed about the District's program was that it was stagnant. It needs new life and to be a focal point of the community. Niagara Wheatfield's mission was to make schools the focal point of the community, get the community into the buildings and build an emotional attachment to obtain better outcomes at budget time.

The new program would start in February and run through May with a combination of one-night classes (art, cooking, lectures) and multi-night classes (exercise). Classes would be centered at NFHS and the Community Education Center; the exception to that is Gaskill and LaSalle Prep Schools for home ec. and gym space. Instructor recruitment would begin immediately. Staff would be tapped into first, then the community for hobbyists or business owners who want to teach. The registration process would be reconstructed by going into churches, community centers, etc.

Mrs. Muzzi noted she is also employed at BOCES in PR. BOCES would partner with the District in graphic design to develop a brochure and do marketing; this is all aidable. Once the program is going, there will be heavy saturation in the media. A lot of outreach needs to occur. Brochures would be created through BOCES for printing and distributed to homes the first week in January.

The goal for the first session is 40-50 offerings in health, learning, leisure, finance, computers, arts and craft, kitchen, and tours for seniors. Recruitment will be never ending. Mr. Laurrie stated Niagara Falls will be the leader in the County to show support for the whole child and the whole family. We have multi-talented teachers, so the first call will be internally. Where there are holes and gaps, Mrs. Muzzi will find classes and opportunities for work.

Mr. Barstys referenced the document provided by the Superintendent; this is amazing, I recommend viewing.

The contract presented is for \$15,000 through June 30, 2018.

Review of Agenda

The Regular Board Meeting Agenda was reviewed. Mr. Laurrie noted recognition of staff will resume in November. This evening is the last of group recognition of five alumni. In addition, the Board is being recognized during School Board Recognition Week with a presentation.

Short-term Contracts:

1. WNY STEM - \$5,000 (10 presentations at \$500 per presentation) To all schools except NFHS.
2. Susan Rhodenizer – Through the Teacher Resource Center. Poverty training occurred on September 6, 2017.
3. Rev. Copeland - My Brother's Keeper grant (\$150,000) to provide minority role models to minority students. Bringing in mentors speakers. Rev. Copeland will work in Abate and Niagara St. 24 presentations between October 30 and April 27. \$6,000
4. Modie Cox – Modie will work with Gaskill and NFHS – 21 sessions: 7 at Gaskill, 7 at NFHS and 7 at LaSalle Prep.
5. Dolly Randle – Same as Modie Cox; Dolly will perform 30 sessions with females at Gaskill and LaSalle. All funded through the grant.
6. George Tasevski – Mr. Laurrie stated he has asked each school to start a Chess Club. Compensation is \$4100 for 30 weeks of chess instruction. The community will also be brought in to play chess at NFHS. Each school will receive instruction on how to play chess.

New Business:

6.01 and 6.02 - Receipt of Gifts: 1) NAIER for 5 boxes of classroom supplies to Abate (\$3,455) and 2) Sirius for a Lenovo device given away to a parent at Tech Night, which had 13 families in attendance on October 18. (\$279 value).

6.03 – Acceptance of 2016-17 Annual Independent Audit and Filing Thereof - Features \$2.6 million addition to the fund balance.

6.04 – Approval of Annual Fire Safety Reports – All buildings were inspected without incident. The reports will be certified through the New York State portal subsequent to Board approval.

6.05–6.07 – Approval of Agreements: BHSC Support Services, Inc. Buffalo Hearing and Speech Center and Community Based Therapies – All three agreements were presented at the reorganization meeting; however, after counsel and special education staff’s scrutiny, changes need to be made as there was a minor rate increase that was not reflected at that time. (\$1 to \$1.50 per hour).

6.08 – Approval of Agreement: Consultant Services A. Muzzi – for the new Community Education program. She will be an independent contractor subject to all regulations. Stipend \$15,000.

6.09 - Approval of Contract for Professional Evaluation Services: Via Evaluation Inc. My Brothers Keeper Grant. \$150,000 plus carry over from last year to increase amount of mentors for minority student; this is a 7% requirement of grant.

6.10 – Approval of Amended Summary Plan Description for Health Reimbursement Arrangement Plan – This resolutions recommends amending summary plan description for HRA to include specific language regarding run out period and roll over of unused funds. The plan description is amended to a 90-day run out period for previous claims. Money left over, rolls over to the HRA for the next year.

Review of Proposed Policy:

7.01 – Concussion Management Policy – The Superintendent is recommending the Board waive the 30-day tabling period. There is only one change, the use of updated screening device, SCAT 5. The Board asked how many concussions occur per year. Mr. Laurie stated there were 26 last year, currently, 6, this year. Cheerleading was the leader in concussion incidents due to its competitive nature, followed by football and soccer. Also, students who visit the clinic as result of injuries occurring at home are counted. There are 1,800 student athletes in the District, Mr. Laurie does not think the number of incidents is high. Coaches are well prepared and when they observe injury, the athlete is removed from competition. Parents should be complimented, as well, for not pushing for the athlete’s return to competition. Mr. Laurie senses the turf fields

have helped reduce injuries. **The Board asked at a future meeting for an analysis of grass vs. turf field injury.**

AOB:

Upcoming Board Calendar:

November 9 – Capital projects, Healthy Behaviors curriculum and Public Hearing on that topic. November 16 – Regular Meeting and November 30 – Public Hearing: Capital Projects.

December meetings are scheduled for the 7th and 21st. The 13th is the Statutory Meeting. The Superintendent recommended moving the December 7 meeting to December 13. No objection was stated. Mrs. Dumas will prepare the necessary notice.

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staff. Mr. Barstys questioned Item V (second name) and the individual's previous employment with the District. Ms. Massaro stated the individual was on the call back list and has 6 months to establish residency in the District. Mr. Barstys also asked if the individual was previously known under a different name. Ms. Massaro confirmed the individual's previous name was Treichler.

Mr. Barstys reiterated comments he made at the last meeting regarding award of grants and the amount of work the grants generate for staff in the Finance, Human Resources, and Curriculum & Instruction departments. The work is tremendous, and I commend all those who are involved. Amazing!

In reference to the Classified Personnel Report, the custodian examination will be given. This will help to remove temporary appointments by generating probationary appointments; subsequent vacancies would be back filled with temporary assignments. Mr. Paretto asked if it were necessary for an individual to have a Stationery Class C Firing License. Ms. Massaro confirmed the prerequisite and noted the District had previously, offered the class and will, again.

Mr. Barstys asked if a correction were necessary on page 31 of the Certificated Personnel Report. Ms. Massaro confirmed the position should be a .5 FTE, as the position is being split with an individual named on the previous page. The Report will be amended for this evening's vote.

Superintendent's Report:

There are five students with perfect scores that will be acknowledged in November. Mr. Ventry's daughter is one of them.

In regard to a retirement being presented on the Classified Personnel Report this evening, I would like to make a personal thank you to David Spacone, who is retiring as of October 30, 2017. David served the District well for many years and did an excellent job leading the District in Maintenance. I appreciate all his work.

Compliments to the CEC, Mrs. Brundidge, Mrs. Carroll and Mr. Touma on the Youth Empowerment Conference. Participants' behavior was excellent. It was a very nice program.

A District Parent Committee Meeting was held this week; 22 parents attended, 26 the meeting before. This is a sharp group of parents; they are intense and have good questions.

Tomorrow, the cross walk at 79th St. is being painted.

Thank you to the organizers of the Elementary Run. A grade 5 student, Ethan Copelin, at G. J. Mann ran the mile in 6 minutes 31 seconds.

There is need for executive session to discuss three items concerning: 1) proposed sale of property, 2) possible litigation, 3) attorney client privilege. No vote will be taken.

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

OCTOBER 2017 MEETINGS - MINUTES

DATE: **October 19, 2017**

KIND OF MEETING: **Board Review Session**

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

CALL TO ORDER: The meeting was called to order by President Vilardo at
5:30 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Vilardo

MEMBERS ABSENT: **None**

STAFF PRESENT: M. Laurrie, R. Carella, J. Giarrizzo, R. Granieri, A.
Massaro, J. Roscetti, E. Smeal

TOPICS OF DISCUSSION:

The following topics were presented and discussed. No official action was taken (*notes of the work session are available.....Boarddocs Library/General*).

- Healthy Behaviors - *Mr. Laurrie*
- QZABS/Capital Projects – *Mr. Giarrizzo/Clark Patterson Lee*
- Review of Agenda Items for the October 26, 2017, Regular Board Meetings – *Mr. Laurrie/Mrs. Dumas/Ms. Massaro*

BOARD REVIEW SESSION ADJOURNS

October 19, 2017, Board Review Session adjourned at approximately 7:15 p.m.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

Linda Hohmann
Note Taker

This meeting was not tape-recorded

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

DATE: October 19, 2017

KIND OF MEETING: Special Board Meeting

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

CALL TO ORDER: The meeting was called to order by President Vilardo
at 7:20 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and
Mr. Vilardo

MEMBERS ABSENT: None

STAFF PRESENT: M. Laurie, R. Carella, J. Giarrizzo, R. Granieri, A.
Massaro, J. Roscetti, E. Smeal

RECOMMENDED ACTIONS FROM THE SUPERINTENDENT OF SCHOOLS

**2.01 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK
SCHOOL DISTRICT RENOVATION AND REHABILITATION PROJECT**

Bishop Dobbs moved for approval of the following resolution. Mr.
Cancemi seconded the motion.

WHEREAS, the Board of Education of the City School District of the City of Niagara
Falls (the "Board") has considered the impact to the environment of following Scope of Work to
be completed:

1. Niagara Falls High School Building (SED # 4008000043)
 - Rehabilitation of roof system
 - Rehabilitation of parking areas replacement of lighting
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building

2.01 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT RENOVATION AND REHABILITATION PROJECT (cont'd.)

2. Gaskill Preparatory School Building (SED #4008000001)
 - Restoration of outdoor masonry
 - Rehabilitation of sidewalk and entryways
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
3. LaSalle Preparatory School Building (SED # 4008000020)
 - Restoration of outdoor masonry
 - Rehabilitation of sidewalk and entryways
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
4. Harry F. Abate Elementary School Building (SED # 4008000038)
 - Replace elevator and hoist system
 - Rehabilitation of sidewalk and common areas
 - Replacement and rehabilitation to door systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
5. Cataract Elementary School Building (SED # 4008000039)
 - Rehabilitation of roof system
 - Rehabilitation of sidewalk and plaza areas
 - Rehabilitation of exterior wall veneer and masonry
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
 - Replacement of stage curtains
6. Hyde Park Elementary School Building (SED # 4008000026)
 - Rehabilitation of exterior wall veneer and masonry
 - Rehabilitation of sidewalk and entryways
 - Rehabilitation of roof system
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
 - Replacement and upgrades to HVAC systems
7. Geraldine J. Mann Elementary School Building (SED # 4008000011)
 - Rehabilitation of exterior wall veneer and masonry
 - Replacement of exterior windows and window treatments
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
8. Maple Avenue Elementary School Building (SED # 4008000015)
 - Rehabilitation of exterior wall veneer and masonry
 - Replacement of roofing systems
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building

2.01 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT RENOVATION AND REHABILITATION PROJECT (cont'd.)

9. Seventy-Ninth Street Elementary School Building (SED # 4008000005)
 - Rehabilitation of exterior wall veneer and masonry
 - Kitchen renovation to upgrade to preparation kitchen
 - Replacement and upgrades to HVAC systems
 - Replacement and upgrade of data wiring
 - Rehabilitation of flooring and ceiling within the building
 - Replacement and rehabilitation to door systems
 - Rehabilitation of athletic site
 - Rehabilitation of sidewalk and parking areas

WHEREAS, the Board has reviewed the Scope of Work set forth above as one Proposed Action, and has further consulted with its Architects and legal counsel with respect to the potential for environmental impacts resulting from the Proposed Action; and

WHEREAS, the Board has relied on the statement of facts contained in the State Education Department Project Descriptions (Form FP-PD) and reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR. Part 617 of the Environmental Conservation Law, Article 8 (“SEQRA”) and concluded that the project involves:

- Maintenance or reconstruction involving no substantial changes in an existing facility or structure (6 NYCRR §617.5(c)(1));
- Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes (6 NYCRR §617.5(c)(2)); therefore, be it

RESOLVED, The Proposed Action, individually and cumulatively, **(i) in no case, has a significant adverse impact on the environment based on the criteria contained in 6 NYCRR Part 617; (ii) are not a Type I action as defined in 6 NYCRR Part 617; (iii)** does not constitute substantial changes to the existing facilities and (iv) involves routine activities of educational institutions, and, therefore, does not exceed the thresholds for a Type II Action established under 6 NYCRR Part 617; and

RESOLVED, The Board hereby determines the Proposed Action is a Type II action in accordance with SEQRA regulations; and

RESOLVED, No further review of the Proposed Action is required under SEQRA; and

RESOLVED, This resolution shall be effective immediately.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.02 A RESOLUTION SPECIFYING THE NECESSITY (\$55,000,000) FOR THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO SCHOOL FACILITIES, IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK

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

WHEREAS, it is the judgment of the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, that the needs of said School District require the reconstruction and construction of improvements to school facilities, as well as equipment, furnishings, machinery, apparatus, site improvements and incidental costs related thereto, at a maximum estimated cost of **\$55,000,000**; and

WHEREAS, subdivision 3 of Section 2512 of the Education Law requires that whenever in the judgment of such Board of Education a building, facility or site should be constructed or reconstructed, such Board shall prepare a resolution specifying in detail the necessity therefor and estimating the amount of funds necessary for such purpose; 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. It is hereby determined that the improvements referred to in the preambles hereof and further specified herein is necessary to enhance the educational experience of students and staff, as well as to protect the health and safety of students and staff.

Section 2. It is hereby estimated that the amount of funds necessary for the aforesaid purposes is **\$55,000,000**.

Section 3. This resolution shall take effect immediately.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.03 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$55,000,000 SERIAL BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO SCHOOL FACILITIES, IN AND FOR SAID SCHOOL DISTRICT

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

2.03 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$55,000,000 SERIAL BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO SCHOOL FACILITIES, IN AND FOR SAID SCHOOL DISTRICT (cont'd.)

WHEREAS, this bond resolution is adopted subject to approval at a Special City School District Meeting to be held on December 12, 2017; and

WHEREAS, all other conditions precedent to the financing of the capital project hereinafter described, have been performed; and

WHEREAS, it is therefore now desired to authorize the financing thereof; 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 (the "School District"), as follows:

Section 1. The class of objects or purposes to be financed pursuant to this bond resolution include the reconstruction and construction of improvements to school facilities, as well as equipment, furnishings, machinery and apparatus, site improvements and incidental costs related thereto, at the maximum estimated cost of \$55,000,000 which is hereby authorized at said maximum estimated cost.

Section 2. The plan for the financing of such class of objects or purposes consists of the issuance of **\$55,000,000** bonds of said School District which are hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law. Such bonds are to be payable from amounts which shall annually be levied on all the taxable real property in said School District, and the faith and credit of said School District are hereby pledged for the payment of said bonds and the interest thereon.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years, pursuant to subdivision 97 of paragraph a of Section 11.00 of the Local Finance Law, as "educational facilities" as described therein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said President of the Board of Education, consistent with the provisions of the Local Finance Law.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the City School District of the City of Niagara Falls, Niagara County, New York, by the manual or facsimile signature of its President of the Board of Education, and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of its School District Clerk.

2.03 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$55,000,000 SERIAL BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO SCHOOL FACILITIES, IN AND FOR SAID SCHOOL DISTRICT (cont'd.)

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the President of the Board of Education, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said School District, provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the President of the Board of Education shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such serial bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the School District by the facsimile signature of the President of the Board of Education, providing for the manual countersignature of a fiscal agent or of a designated official of the School District), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the President of the Board of Education. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of such serial 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. Such bonds shall contain substantially 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 52.00 of the Local Finance Law, as the President of the Board of Education shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

2.03 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$55,000,000 SERIAL BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO SCHOOL FACILITIES, IN AND FOR SAID SCHOOL DISTRICT (cont'd.)

Section 9. The validity of such bonds and bond anticipation notes 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 10. Upon this resolution taking effect upon the approval of the qualified voters of the School District, the same shall be published in summary in the official newspaper of said School District, being the sole newspaper of general circulation in the 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.

Section 11. This resolution is adopted subject to approval at a special School District meeting and election to be held on December 12, 2017, and a proposition for such approval shall be submitted at such Special School District Meeting and election as shall be determined by a further resolution to be adopted by this Board of Education.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH

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

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

WHEREAS, the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, has heretofore at this meeting duly adopted a bond resolution which will take effect only after its approval at a Special City School District election; and

WHEREAS, it is now desired to provide for the calling of such special meeting and an election, the submission of a proposition for the approval of said bond resolution, and for other matters in connection with said election; 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. A Special School District Meeting and election in and for the City School District of the City of Niagara Falls, Niagara County, New York, shall be held on December 12, 2017, at the voting sites hereinafter set forth, and the polls shall be kept open for voting between the hours of 12:00 o'clock Noon and 9:00 o'clock P.M., Prevailing Time, on said date. The proposition hereinafter set forth in the notice of said special City School District election shall be submitted thereat.

Section 2. The registration date for such special City School District election shall be November 20, 2017. The place where such Board of Registration shall meet shall be at the Niagara Falls High School, located at 4455 Porter Road, in Niagara Falls, New York, in said School District, and the hours of registration shall be between 10:00 o'clock A.M. and 8:00 o'clock P.M., Prevailing Time, on said date.

Section 3. Voting at said special election shall be conducted by the use of voting machines.

Section 4. The Clerk of said City School District is hereby authorized and directed to cause a notice of said meeting and election, to be published in the *Niagara Gazette*, the sole newspaper having a general circulation in said School District, such publication to be made so that such notice shall appear in said newspaper at least once in each week for the four weeks preceding such meeting and election, the first publication to be at least forty-five days before said special district meeting and election, and to give such other notice as may be deemed desirable. The Notice of Special City School District Election shall be in substantially the form attached hereto as Exhibit A.

Section 5. The Clerk of said City School District is hereby further authorized and directed to cause notice of registration for said Special City School District election, to be published in the *Niagara Gazette*, being the sole newspaper having general circulation in said School District, and such publication is to be made so that such notice will appear at least once in

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

each of the two weeks preceding November 20, 2017, the registration day hereinbefore designated. Alternately, at least two weeks before said date, a printed copy of such notice shall be posted conspicuously in twenty places frequented by the public within said City School District.

Section 6. The Board of Registry heretofore appointed is hereby directed to meet from 10:00 A.M. (Prevailing Time) until 8:00 P.M. (Prevailing Time) on November 20, 2017, at Niagara Falls High School, located at 4455 Porter Road, Niagara Falls, New York for the purpose of preparing the registers for the forthcoming Special District Election, to be held on December 12, 2017.

Section 7. The Clerk of said City School District is hereby further authorized and directed, upon the filing of the registers prepared for said special City School District election, to cause notice of such filing, to be published in the *Niagara Gazette*, the sole newspaper having general circulation in said School District, such publications to be made so that such notice shall appear at least once in each of the two weeks preceding such election, or, alternately, such notice shall be posted conspicuously in twenty places frequented by the public within said School District.

Section 8. Immediately upon the completion of such registers, such registers shall be filed in the Office of the District Clerk, 630 66th Street, Niagara Falls, New York, and will be open for inspection by any qualified voters of the School District from the date of registration, to the date of the election, December 12, 2017, Sundays excepted, between the hours of 8:00 A.M. (Prevailing Time) and 12:00 Noon (Prevailing Time) and between the hours of 1:00 P.M. (Prevailing Time) and 4:00 P.M. (Prevailing Time).

Section 9. This resolution shall take effect immediately.

EXHIBIT A

**NOTICE OF SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION,
PERSONAL REGISTRATION AND AVAILABILITY OF ABSENTEE BALLOTS**

City School District of the City of Niagara Falls
Niagara County, New York

PLEASE TAKE NOTICE that a Special City School District Meeting and election of the City School District of the City of Niagara Falls, Niagara County, New York, will be held at the voting sites hereinafter set forth, on December 12, 2017 at which the polls will be kept open between the hours of 12:00 o'clock Noon and 9:00 o'clock P.M., Prevailing Time, for the purpose of voting by voting machine upon the following proposition for approval of a bond resolution:

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

PROPOSITION

Shall the bond resolution adopted by the Board of Education of the City School District of the City of Niagara Falls, New York, on October 19, 2017, authorizing the reconstruction and construction of improvements to school facilities, as well as site work, equipment, furnishings, machinery and apparatus, at a maximum estimated cost of **\$55,000,000**, authorizing the issuance of **\$55,000,000** bonds of said School District to pay the cost thereof; providing that such sum, or so much thereof as may be necessary, shall be raised by the levy of a tax upon the taxable real property of such School District and collected in annual installments as provided by Section 416 of the Education Law; providing that, in anticipation of said tax, obligations of the School District shall be issued and that such obligations may be issued in excess of the constitutional debt limit of the School District; pledging the faith and credit of said School District for the payment of the principal of and interest on said bonds; determining that the period of probable usefulness thereof and maximum maturity of the serial bonds therefor is thirty years; delegating the power to authorize and sell bond anticipation notes and to fix the details of and to sell serial bonds; containing an estoppel clause and providing for the publication of an estoppel notice, be approved?

NOTICE IS HEREBY FURTHER GIVEN that the Proposition may appear on the ballot labels of the voting machines used at such Special District Meeting and election in the following abbreviated form due to space constraints on the machines:

PROPOSITION

Shall the October 19, 2017 bond resolution authorizing the issuance of \$55,000,000 bonds to pay the cost of the reconstruction of and improvements to school facilities, site work and incidental costs, at a maximum estimated cost of \$55,000,000 (30 year maximum maturity); authorizing issuance of bonds in excess of the constitutional debt limit providing for a tax levy therefor in annual installments; pledging the District's faith and credit for debt service; delegating power with respect to bonds and notes; and providing for an estoppel procedure, be approved?

A copy of the full text of the bond resolution referred to in said proposition will be posted at the polling place and is on file in the office of the School District Clerk, located at the Board of Education Offices, 630 66th Street, in Niagara Falls, New York, and at the administration office of each schoolhouse where the same is available for inspection by any interested person during regular business hours during the fourteen days immediately preceding the election.

NOTICE IS FURTHER GIVEN that the Board of Registration of the District shall meet from 10:00 A.M. (Prevailing Time) until 8:00 P.M. (Prevailing Time) on November 20, 2017, at Niagara Falls High School, located at 4455 Porter Road, in Niagara Falls, New York, for the purpose of preparing the School Election District registers for said Special District Election, at which time any person shall be entitled to have his/her name placed upon such registers, provided that at such meeting of the Board of Registration, he/she is known or proved to the satisfaction of

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

such Board of Registration to be then or thereafter entitled to vote at said Special District Election. No person shall be entitled to vote whose name does not appear upon the register of the School Election District in which he/she claims to be entitled to vote. At such hours and place, any person who is not currently registered under permanent personal registration on the lists of registered voters furnished by the Niagara County Board of Elections, and has not voted at any intervening City School District elections, must, in order to be entitled to vote at said special election to be held on December 12, 2017, present himself or herself personally for registration.

NOTICE IS HEREBY FURTHER GIVEN that applications for absentee ballots may be applied for at the Office of the City School District Clerk, 630 66th Street, in Niagara Falls, New York. Applications for absentee ballots must be received by the City School District Clerk at least seven days prior to the special City School District election, if the ballot is to be mailed to the voter, or on or prior to the day before of the special City School District election, if the ballot is to be personally obtained by the voter. Completed absentee ballots must be received by the City School District not later than 5:00 P.M., Prevailing Time, on December 12, 2017 the date of the special City School District election. A list of all persons to whom absentee ballots shall have been issued will be available in the Office of the City School District Clerk on each of the five days prior to the day of the election, and also available for public inspection in the City School District Clerk's Office during regular office hours until the day of the election, and any qualified voter may challenge the acceptance of the absentee voter's ballot of any person on such list, by making his or her challenge and the reasons therefor known to the Inspector of Election before the close of the polls.

SCHEDULE A

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle (Vote at LaSalle American Legion, 8643 Buffalo Avenue)	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

SCHEDULE A

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
4		*5	LaSalle Senior Citizens Ctr.	9501 Colvin Blvd.
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.
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.

***HANDICAPPED ACCESSIBLE**

Dated: Niagara Falls, New York,
_____, 2017.

BY ORDER OF THE BOARD OF EDUCATION
OF THE CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS, NIAGARA
COUNTY, NEW YORK.

School District Clerk

2.04 A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.05 REAFFIRMATION OF APPOINTMENT OF THE BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) TO BE HELD ON TUESDAY, DECEMBER 12, 2017

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

WHEREAS, The Board of Education, pursuant to Section 2606 of the Education Law, on January 26, 2017, appointed a Board of Registration for a term of one (1) year for the annual school election/budget vote and/or any special meeting (vote) that may be held during that ensuing year.

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the City School District of the City of Niagara Falls will be held on **Tuesday, December 12, 2017**.

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 special meeting; and

WHEREAS, the Board of Education must publish a notice of registration at least once 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 special meeting; and

2.05 REAFFIRMATION OF APPOINTMENT OF THE BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) TO BE HELD ON TUESDAY, DECEMBER 12, 2017 (cont'd.)

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 the special meeting, 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 approve the appointment of the following individuals, not more than half of whom belong to the same political party, as a Board of Registration for the duration of their term (one year) which began February 1, 2017, for the special meeting (vote) to be held on **Tuesday, December 12, 2017**:

Mr. William S. Carroll (R)
4420 Lewiston Road (05)

Mrs. Brenda Hamilton (D)
1879 Michigan Avenue (05)

Mrs. Betty Larratta (R)
1018 Angelo Ct., Apt 2 (03)

Ms. Betty Curry (D)
2432 Cleveland Avenue(05)

Mr. Michael Watson (sub) (D)
1724 Tennessee 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

RESOLVED, That said Board of Registration will be on duty for the purpose of preparing a register of voters for the special meeting (vote); and

RESOLVED, That the Board of Education designate **Monday, November 20, 2017**, between the hours of **10 a.m. and 8 p.m.**, as Registration Day. Said Board of Registration, herein above appointed, shall meet on Registration Day at **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 for the special meeting (vote) to be held on **Tuesday, December 12, 2017**; and

2.05 REAFFIRMATION OF APPOINTMENT OF THE BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) TO BE HELD ON TUESDAY, DECEMBER 12, 2017 (cont'd.)

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
SPECIAL CITY SCHOOL DISTRICT MEETING (VOTE)
Office of the Clerk of the Board of Education of the City School
District of the City of Niagara Falls**

PLEASE TAKE NOTICE that the Board of Registration of the School District of the City of Niagara Falls will meet at **Niagara Falls High School, 4455 Porter Road, Niagara Falls, New York**, on **Monday, November 20**, 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 Special City School District Meeting for a Public Referendum (Capital Projects Vote) to be held on **Tuesday, December 12, 2017**, 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

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 special meeting 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 FOR THE SPECIAL
CITY SCHOOL DISTRICT MEETING (VOTE) ON DECEMBER 12, 2017**

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 for the special meeting (vote) to be held on **Tuesday, December 12, 2017**, 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 the Special Meeting (vote), **December 12, 2017**.

Ruthel D. Dumas
Clerk of the Board of Education of the
City School District of the City of Niagara Falls

2.05 REAFFIRMATION OF APPOINTMENT OF THE BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) TO BE HELD ON TUESDAY, DECEMBER 12, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.06 APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS

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

WHEREAS, A Special Meeting will be held on **Tuesday, December 12, 2017**, to vote on a Proposition for Capital Projects; and

WHEREAS, The Board at its October 19, 2017, Special 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 the following four people:

Elaine Timm
1283 – 93rd Street
Niagara Falls, NY 14304

Joe Palka
8931 Hennepin Avenue
Niagara Falls, NY 14304

David Tothill
2256 Ontario Avenue
Niagara Falls, NY 14305

David Trane
762 The Circle
Lewiston, NY 14092

RESOLVED, That Head Voting Machine Custodian Elaine Timm be paid \$600.00 for her services, and

2.06 APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS (cont'd.)

RESOLVED, That Voting Machine Custodians Joe Palka, David Tothill, and David Trane each be paid \$450.00 for their services, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Elaine Timm is authorized to assist the District Clerk, if needed, at workshops to be held for election inspectors on Monday, December 11, 2017, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Elaine Timm be compensated \$25.00 for each workshop.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

2.07 APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING

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

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on **Tuesday, December 12, 2017**; 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 vote (special meeting) or at eight o'clock in the evening of the day following such vote (special meeting) to officially examine and announce the results of the vote (special meeting); 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, December 13, 2017, at 8:00 P.M., E.D.S.T.**, to officially examine and announce the results of the Special Meeting (vote) held on **Tuesday, December 12, 2017**.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

Superintendent's Reports

Mr. Laurrie thanked the Board of Education for listening with thoughtfulness, and for concentrating on behavioral health for parents, students, and community members. *I want to applaud you on diving into unchartered projects.* He is very proud that our Board can agree and disagree openly.

Further, \$55 million is the best solution we could have. Thank you.

AOBs

- Thirteen Niagara Street families attended Tech Night at Niagara Street School
- Congratulations to the NFHS Boys Cross Country team, who placed first overall at the Pembroke Invitational on Saturday.
- Welcome to 14 German exchange students.
- 28 NFHS students volunteered last Saturday as HANCI Prom dates for Senior Citizens.
- Noreen Hill accepted the Bundles Arrows Award from Native American Services of Erie and Niagara Counties.
- Tomorrow night is Kalfas's 60th birthday party.
- Mrs. Glaser has arranged with our drama students to portray residents of Oakwood Cemetery.
- Next week you will have a couple presentations. Mr. Smeal will present the Fire Report and then Drescher and Malecki will present the Audit. We are very pleased with this audit.

Board Members Comments and Reports

Mr. Paretto said hopefully this referendum will go well. And again we are spending money, but we are bettering the lives of these kids and putting employees to work. Also, Kyle Deween, Class of 2013 is up for the Ray Guy award.

Mr. Laurrie replied that there will be a project labor agreement on this project – that is non-negotiable.

Mr. Cancemi reported on the five NYSSBA resolutions we proposed at the meeting. There was a very low turnout.

Mr. Vilardo said as usual the Niagara Falls School District is the leader in many areas – first technology, now with healthy body education. We will set another trend for the State.

EXECUTIVE SESSION

At 7:40 p.m., a motion for Executive Session was made by Mr. Restaino to discuss matters which may lead to the appointment/employment/promotion/assignment and transfer of a Person, persons or corporation, and Collective Bargaining negotiations under the Taylor Law (contract modification to NFT), and for Attorney/Client privilege; seconded by Mr. Paretto, motion passed unanimously.

EXECUTIVE SESSION CONCLUDES/SPECIAL BOARD MEETING ADJOURNS

Executive Session was concluded and the Special meeting was reconvened and adjourned at 8:30 p.m. on the motion by Mr. Restaino, seconded by Mr. Barstys; motion passed unanimously.

ADJOURNMENT

The Special meeting was adjourned in memory of the following who recently passed away:

*Mrs. Essie L. Parmer, mother of Robert Pamer (Safety Officer @ LPS) and aunt of Cynthia Jones (Principal @ Abate) and Renwick Feagin (TA @ LPS)

*Mr. Willie Vincent Carson, brother-in-law of Karla F. Carson (cleaner)

*Mr. Derrick Jessie, brother of Marlon Moore (Porter @ 79th) and Patrick Jessie Sr. (former painter), brother-in-law of Barbara Jessie (former cleaner), uncle of Patrick Jessie Jr. (General Laborer Specialist), and cousin of Elizabeth Pruitt (Lunch Associate @ Maple)

*Ms. Ida Massaro, retired English teacher and beloved friend to many in the District and the Community

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

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

DATE: October 26, 2017

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.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Nicholas Vilardo.

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

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

STAFF PRESENT: Mark Laurrie, Maria Massaro, Rebecca Holody, Richard Carella, Angelo Massaro, James Roscetti, Earl Smeal, Ray Granieri, and Ruthel Dumas

ARS TOPICS OF DISCUSSION:

The following topics were presented and discussed [*\(notes of the work session are available ...Boarddocs Library/General\)*](#):

- Fire Reports – *Mr. Smeal*
- External Audit – *Mr. Giarrizzo/Drecher and Malecki*
- Community Education Program – *Mr. Laurrie*
- Agenda Review – October 26th Regular Board Meeting – *Mr. Laurrie/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 President Vilardo at 7:00 p.m. All Board members were present.

ORAL COMMUNICATIONS – Special Presentations – Special Recognitions

1. Mr. Laurie introduced and highlighted the accomplishments of the alumni. An unveiling of a photograph of each and recognition of his or her success was expounded by Mr. Laurie and applauded by the Board and audience; he also recognized the family of each alumni. Each family was provided a photograph:

Alumni

Mark Bridges

Academy Award Winner – Best Costume Design
Niagara Falls High School

Chauncey Brown Jr., OD

Doctor of Optometry
Niagara Falls High School – Class of 2005

Lynn Ligammari

Professional Saxophonist
Niagara Falls High School – Class of 1999

LTC Richard MacDougall

USA, Retired
US Special Operations Command
Chief – 17 Joint Collective Training Division
LaSalle Senior High School – Class of 1974

LuAnn Strasburg Via

President & CEO of LSV Advisory Group LLC
LaSalle High School – Class of 1971

2. NYSBBA's (New York State School Board Association) dedicated the week of October 23 – 27, 2017, as *School Board Recognition Week*, Mr. Laurie recognized the Board members for their dedication, time, and for their commitment to the education of All District students. As a token of appreciation and to say "Thank You", a framed piece of student artwork was presented to each Board member.

ORAL COMMUNICATION:

Mr. Marcus Latham, President of NFT, requested that old chess sets be donated to the schools, particularly Gaskill. He complimented the Board on securing a surplus in the budget and what a good job the Board does and talked about how those funds can better serve the District by investing more in art and music and more teachers so to reduce class sizes. He stated that there's a need for more guidance counselors and how important it is to keep them in the schools. He stated that zero tolerance doesn't work. Secondly, Mr. Latham thanked the Board for including air conditioning for the four elementary schools in the Capital Projects. He encouraged the Board to continue to look for additional funds to put air conditioning in the two preparatory schools; Gaskill and LaSalle. He reminded everyone about the need for having the appropriate building conditions for student learning and the impact it can have on student/teaching success... He elaborated further. He stated that the ceremony this evening was very nice.

WRITTEN COMMUNICATIONS - *None*

ROUTINE MATTERS

MINUTES

Mr. Cancemi moved for approval of the following minutes. Mr. Restaino seconded the motion.

September 2017 Board Meetings

09/21 BRS (Board Review Session)

09/28 ARS/Regular Meeting

The motion was approved by unanimous vote.

BUDGET TRANSFER #3

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #3. Bishop 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 \$ 332,847.37 among the following fund, function, object, and location codes:

General Fund:	\$	324,509.22
Special Aid Funds:	\$	8,338.15

The motion was approved by unanimous vote.

BIDS

None

TREASURER'S REPORT

The Treasurer's Report for August 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for October 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

The following Certificated Report, Items I through X was **approved** as amended as follows on the motion made by Mr. Restaino, seconded by Bishop Dobbs:

During the roll call vote, Mr. Barstys' indicated that his vote on the Certificated Report is in the affirmative on all items with the exception of any action for Christine Barstys in which he abstains.

I. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Audrey Davis	Cultural Specialist I Abate	1 year	September 29, 2017

II. APPOINTMENTS OF INDIAN EDUCATION STAFFING FOR 2017-2018

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY /ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Angela Wagner	Cultural Specialist I – 10 Months Abate	\$30,000 / 25 hrs. per week F2103.120.052.1518 (pro-rated)	October 10, 2017 – June 30, 2018

III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Mackenzie Green R	Teacher Science NFHS (Carla Parkes)	\$49,395 Step 1-40M A2110.130.045	September 1, 2017 – October 13, 2017 (Revised Dates)

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

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Caterina Antonacci	Teacher Grade 1 GJ Mann	Educational (without pay)	October 3, 5, 10, 12, 17, 19, 24, 26, November 2, and 7, 2017 (AM Only – 5 days total)
Elaine Dominguez	Teacher Kindergarten 79 th Street School	Personal (without pay)	October 2 and 3, 2017
Carolyn McClendon	Teaching Assistant NFHS	Medical (without pay)	September 26, 2017 – October 17, 2017

V. SCHEDULE B

1. ADDITIONS: 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – GPS – NTE 250 HOURS FOR THE GROUP – F2103.140.098.2418

Schurron Cowart	MaryBeth Dean	Marcus Latham
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2. TRC: STAMPED FROM THE BEGINNING: THE DEFINITIVE HISTORY OF RACIST IDEAS IN AMERICA – NTE 9 HOURS @ \$60.00/HR. – F2070.131.007.8118

Giannina Lucantoni-Slepian

3. TRC: DISCIPLINE WITH DIGNITY: NEW CHALLENGES, NEW SOLUTIONS: NTE 9 HOURS @ \$60.00/HOUR – F2070.131.007.8118

Giannina Lucantoni-Slepian

4. NIAGARA UNIVERSITY BIG EAGLE / LITTLE EAGLE – NTE 75 HOURS FOR THE GROUP – F2103.140.007.1918

Cheree Copelin	Shereta Flournoy	Michelle Hudson	Stosh Kajfasz
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5. NFHS – PARENT GROUP MEETINGS – NTE 24 HOURS FOR THE GROUP – F2103.140.045.0118

Adam Bianco	Marc Daul	Nicole Gall	Maria Mascaro-Sinatra
Tammy Novak	Rose Rajczak	Terrell Rodgers	Rachel Rotella

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

V. SCHEDULE B (Continued)

6. CO-TEACHING PLANNING MEETINGS – GJ MANN – NTE 492 HOURS FOR THE GROUP – F2103.140.098.0118

Deborah Blanchard	Lisa Bolea	Johanna Bolender	Edward Carlo
Jennifer Castellani	Laura Collier	Nicola Condino	Mary Harris
Lori Knapp	Scott Misterkiewicz	Michelle Pirolli	Mary Pogel
Nancy Porto	Marissa Rogers	Linda Silvestri	Caren Stevens
Rhonda Vekich	Joanne Washcalus		

7. PARENT TECHNOLOGY NIGHT PRESENTERS – NIAGARA STREET – NTE 20 HOURS FOR THE GROUP – F2103.149.061.0118

Carrie Cino	Cheryl LaBelle	Angela Manella	Angela Ruffolo
Tammy Zaker			

8. SCEP PLANNING – CATARACT – NTE 7 HOURS FOR THE GROUP – F2103.140.098.0318

Elizabeth Canada	Mary Kurek	Lisa Malpica	Patricia Rafferty
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9. OPEN HOUSE – LPS – SEPTEMBER 28, 2017 – NTE 2 HOURS – F2103.140.050.0118

Elizabeth Fagiani

10. PARENT EDUCATION ACTIVITIES – HYDE PARK – NTE 4.5 HOURS FOR THE GROUP – F2103.428.058.0118

Richard Condino	Melissa Doescher	Allison Pasquantino
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11. ADDITION: 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – LPS – NTE 20 HOURS TOTAL FOR THE GROUP – F2103.140.098.2418

Jessica Kulbago-Onevelo

12. PSAT PROCTORS – NFHS – NTE 37.50 HOURS FOR THE GROUP – A2020.140.045

Bernadette Boland	Catherine Burke	Goldie Burton	Shereta Flournoy
Fredia Hart-Cowart	Kelvin Martin	Ondarryle Morgan	Erik Olander (Lead Teacher)
Alexandria Porter	Laura Skalski	Amanda Vail	

13. ADDITION: 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – LPS – NTE 250 HOURS FOR GROUP – F2103.140.098.2418

Eda Buzzelli	Renwick Feagin
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V.	<u>SCHEDULE B (Continued)</u>		
A1.	<u>21ST CENTURY GRANT – ABATE ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Peter Carlo	Andrew Fisher	Samuel Fruscione
	Laura Piazza	Mary Kay Reygers	James Stypa
	Kristina Zaffran		
A2.	<u>21ST CENTURY GRANT – ABATE ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Mallory Davis	Susan Dineen	Pamela Garabedian
A3.	<u>21ST CENTURY GRANT – SITE COORDINATORS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Elizabeth Colangelo	Mallory Davis	
H1.	<u>21ST CENTURY GRANT – HYDE PARK TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Robert Augustino	Tiffany Bradberry	John Caldwell
	Kelly Gawron	Daniel Giancola	Gail Guthrie
	Terri Ryan		
H2.	<u>21ST CENTURY GRANT – HYDE PARK ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Carrie Cino	Andrea Tomala	
H3.	<u>21ST CENTURY GRANT – HYDE PARK SITE COORDINATORS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Carrie Cino	Christopher Murgia	
K1.	<u>21ST CENTURY GRANT – KALFAS TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Thomas Filosofos	Valerie Klender	Corinna Scozzaro
K2.	<u>21ST CENTURY GRANT – KALFAS ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Thomas Filosofos	Geraldine Koch	Linda Olsen
K3.	<u>21ST CENTURY GRANT – KALFAS SITE COORDINATORS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Thomas Filosofos	Sara Morreale	
N1.	<u>21ST CENTURY GRANT – NIAGARA STREET TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Raquela Aversa	Jennifer Everts	Kelly Gawron
	Matthew Thompson	Amanda Vail	Tammy Zaker
N2.	<u>21ST CENTURY GRANT – NIAGARA STREET ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>		
	Jessica Fortunate	Sandra Peters	Kassie Sillett
			Donna Nadrowski
			Cathy Touma-D'Angelo
			Margaret Robideau
			Carrie Cino
			Loretta Hylton
			Lenny LeBlanc

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

V. SCHEDULE B (Continued)

N3. 21ST CENTURY GRANT – NIAGARA STREET SITE COORDINATORS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Ashley Andreana	Corey Bley	Stefany Critelli	Rina Dunlap
Tina Ligammare	Angela Ruffolo	Amanda Vail	Tammy Zaker

ECHS1. EARLY COLLEGE HIGH SCHOOL TEACHER COORDINATOR – NTE 125 HOURS TOTAL – F2103.140.098.6318

Cori Cuddahee

ECHS2. EARLY COLLEGE HIGH SCHOOL COUNSELOR – NTE 75 HOURS FOR THE GROUP – F2103.140.098.6318

Nicole Gall	Ebone Rose
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EM100. ELA/MATH PILOT PROGRAM TRAINING – NTE 75 HOURS TOTAL (FOR GROUPS A THROUGH E) – F2103.140.098.2318

A. SUBGROUP #1: HMH GO MATH!

Teresa Chandler	Derek Frommert	Lenny LeBlanc	Jolene Nearhood
Thomas Sauvageau	Edward Wisniewski	David Zona	
Janine Bellonte (Addition)	Colleen Caprio (Addition)	Maria Murgia (Addition)	

B. SUBGROUP #2: PEARSON ENVISION MATH

Peter Carlo	Mary Jo Edwards	Cassandra Lutey	Carrie Roeser
Cory Savard	Colleen Caprio (Addition)	Maria Murgia (Addition)	

C. SUBGROUP #3: AMPLIFY

Johanna Bolender	Nicol Lodick	Anthony Nastasi	Amanda Zona
Angela Manella (Addition)	Anne Mardon (Addition)	Debra Olear (Addition)	Susan Ross (Addition)

D. SUBGROUP #4: HMH COLLECTIONS

Sara Englander	Maria Fiore	Christopher Robins	Angela Manella (Addition)
Anne Mardon (Addition)			

E. SUBGROUP #5: PEARSON MY PERSPECTIVES

Nicole Dobbs-Ofokansi	Carleen Krysa	Lenny LeBlanc	Christina Schove
Deanna Cudahy (Addition)	Angela Manella (Addition)	Anne Mardon (Addition)	

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

V. SCHEDULE B (Continued)			
*ENL100.	<u>ENL AFTER-SCHOOL PROGRAM – GJ MANN – NTE 209 HOURS FOR THE GROUP – F2103.140.098.2918</u>		
	Caterina Antonacci	Deborah Blanchard	Edward Carlo
	Laura Collier	Nicola Condino	Patricia Krolewski
	Marissa Jo Rogers	Linda Silvestri	
ENL103.	<u>TRANSLATOR/INTERPRETER FOR ENL PROGRAM – GJ MANN – NTE 29 HOURS – F2103-140.098.2918</u>		
	Maria Ganczewski		
ES1.	<u>EMPIRE STATE ELEMENTARY – 79TH STREET ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Robert Aulet	Lisa Graff	Megan Muth
	Jerri Presutti	Sarah Rizzo	Patricia Thompson
ES2.	<u>EMPIRE STATE ELEMENTARY – 79TH STREET ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Robert Aulet	Kathy Costanzo	Robert Costanzo
	Lyndie Grant	Jacquetta Nalls-Hooks	Kathleen LaRock
	Lynn Pasek	Terri Ryan	Yolanda Williamson
ES3.	<u>EMPIRE STATE ELEMENTARY – 79TH STREET SITE COORDINATOR – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Lyndie Grant	Anargyros Halaris	
ES4.	<u>EMPIRE STATE ELEMENTARY – CATARACT ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Thomas Marcantonio		
ES5.	<u>EMPIRE STATE ELEMENTARY – CATARACT ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Theresa Gutierrez	Mary Kurek	Courtney McCreary
	Kenneth White		
ES6.	<u>EMPIRE STATE ELEMENTARY – CATARACT SITE COORDINATOR – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Noelle Gaetano	Mary Kurek	
ES7.	<u>EMPIRE STATE ELEMENTARY – GJ MANN ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>		
	Johanna Bolender	Edward Carlo	Lisa Carruthers
	Maria Ganczewski	Linus McDonough	Linda Silvestri

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

V. SCHEDULE B (Continued)

ES8. EMPIRE STATE ELEMENTARY – GJ MANN ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Deborah Blanchard	Briana Bolea	Lisa Bolea	Carlos Bradberry
Amy Burkestone	Marissa Chapman	Laura Collier	Maria Ganczewski
Patricia Krolewski	Michael Kurilovitch	Cheryl LaBelle	Christine Marrone
Michelle Pirolli	Nancy Porto	Margaret Rhodes	Linda Silvestri
Caren Stevens	Rhonda Vekich	Joanne Washcalus	Karen White
Thomas Zafuto			

ES9. EMPIRE STATE ELEMENTARY – GJ MANN SITE COORDINATOR – NTE 175 HOURS TOTAL – F2103.140.098.9718

Laura Kashishian

ES10. EMPIRE STATE ELEMENTARY – MAPLE ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Colleen Caprio	Judith Conner	Sandra Dingwall	Lisa Granieri
Terri Gregg	Romel Griggs	Marquetta Hunter	Michael Johnson
MaryAnn Kramer	Trisha LaSota	Ronni McGrath	Mary Ellen McKean
Colleen Ponticello	Christopher Robins	Thomas Sauvageau	Lori Spanbauer

ES11. EMPIRE STATE ELEMENTARY – MAPLE ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Colleen Caprio	Judith Conner	Sandra Dingwall	Jeanine Donato-Catanzaro
Lisa Granieri	Terri Gregg	Romel Griggs	Michael Johnson
MaryAnn Kramer	Trisha LaSota	Ronni McGrath	Mary Ellen McKean
Colleen Ponticello	Christopher Robins	Thomas Sauvageau	Nancy Scirto
Lori Spanbauer	Kathy Violanti	Michele Walker	

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

V.	<u>SCHEDULE B (Continued)</u>			
ES12.	<u>EMPIRE STATE ELEMENTARY – MAPLE SITE COORDINATOR – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718</u>			
	Lisa Granieri	Angela Manella		
EX3.	<u>ADDITIONS: EXTENDED DAY PROGRAM – NFHS – (10/02/17 – 12/22/17) – NTE 525 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Goldie Burton	Tammy Novak	Denise Karski	Ebone Rose
	Alan Stockings	Dennis Wilson		
FC1.	<u>FAMILY AND COMMUNITY ENGAGEMENT PROGRAM – NTE 275 HOURS FOR THE GROUP – F2103.140.007.1918</u>			
	Leah Baldassarre	James Belin-Irving	AmyLynn Benjamin	Bernadette Boland
	John Briglio	Elizabeth Carroll	Carrie Cino	Julia Conti
	Schurron Cowart	Linda D'Amore-O'Grady	Rina Dunlap	Anargyros Halaris
	Deborah Hicks	Carleen Krysa	Marcus Latham	Giannina Lucantoni-Slepian
	Stanley Mack	Angela Manella	Sara Morreale	Ebone Rose
	Kassie Sillett	Daniel Weiss		
IMS100.	<u>INTERNATIONAL MAGNET SCHOOL COMMITTEE – NTE 100 HOURS FOR THE GROUP – A2280.140.007</u>			
	Amy Beckett	Bhawna Chowdhary	Thomas Filosofos	Thomas Fisher
	Linda Johnson	Valerie Klender	Marcus Latham	Linda Olsen
	Bryan Rotella	Linda Silvestri	Caryn Skowronek	Rebecca Tantillo
	Karen Waugaman			
T100.	<u>EXTENDED LEARNING TIME – ABATE – NTE 150 HOURS FOR THE GROUP – F2103.140.098.0118</u>			
	Danielle Brown	Janelle Brydges	Gail Clarke	Elizabeth Colangelo
	Catherine Dunstan	Maria Ehde	Tiffaney Gadacz	Mary Houston
	Cheryl Johnson	Patrina Leo	Laura Piazza	Marie Ponzi
	Devon Printup	Mary Kay Reygers	Bridget Wagner	Andrea Woyksnar

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

V. SCHEDULE B (Continued)

T101. EXTENDED LEARNING TIME – NIAGARA STREET – NTE 160 HOURS FOR THE GROUP – F2103.140.098.0318

Ashley Andreana	Raquela Aversa	Corey Bley	Stefany Critelli
Michele DiGregorio	James Donoughe	Rina Dunlap	Jennifer Everts
Jessica Fortunate	Kelly Gawron	Cheryl LaBelle	Lenny LeBlanc
Tina Ligammare	Sandra Peters	Angela Ruffolo	Kassie Sillett
Matthew Thompson	Amanda Vail	Lisa Valvo	Tammy Zaker

T102. EXTENDED LEARNING TIME – KALFAS – NTE 150 HOURS FOR THE GROUP – F2103.140.098.0318

Amy Beckett	Thomas Filosofos	Linda Johnson	Geraldine Koch
Stanley Mack	Linda Olsen	Rebecca Tantillo	

T103. EXTENDED LEARNING TIME – HYDE PARK – NTE 160 HOURS FOR THE GROUP – F2103.140.098.0318

Maureen Blood	Carrie Cino	Marissa D'Addario	Richard Evans
Daniel Giancola	David Glahe	Melissa Huffman	Carol Kajfasz
Anthony Kutis	Joanna Monaco-Cracknell	Michael Montanaro	Anthony Navaroli
Beckie Richards	Susan Ross	Melissa Snyder	Paula Spacone
Cynthia Travis	Michelle Wagner	Nicollette Walaszek-Kempa	Sophia Williams

T104. EXTENDED LEARNING TIME – MAPLE AVENUE – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0118

Amy Benjamin	Marre Campbell	Jeanine Catanzaro	Lisa Granieri
Romel Griggs	Michael Johnson	Mary Ellen McKean	Colleen Ponticello
Nancy Scirto	Lori Spanbauer	Michele Walker	

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

V. T105.	<u>SCHEDULE B (Continued)</u>			
	<u>EXTENDED LEARNING TIME – GJ MANN – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0118</u>			
	Caterina Antonacci	Lisa Bolea	Jennifer Castellani	Mary Harris
	Lori Knapp	Michelle Pirolli	Nancy Porto	Rhonda Vekich
	Joanne Washcalus			
T106.	<u>EXTENDED LEARNING TIME – CATARACT – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0318</u>			
	Claudia Alex	Jennifer Korzelius		
NFHS400.	<u>ALGEBRA 1 CIRCLE OF LEARNING – NFHS – NTE 100 HOURS FOR THE GROUP – F2103.140.098.0318</u>			
	Julie Colosi	Patti-Anne Gabriele	Marian Homiszczak	James Jeckovich
	Laurie Mettler	William Rodgers	Monica Smith-Gottlieb	Alan Stockings
	Jennifer Venditti	Karl Wagner		
VI.	<u>SCHEDULE C</u>			
	<u>WINTER COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>	
	Jennifer Clyde	Varsity Cheerleading	\$5293 Step 3	
	Nicollette Walaszek-Kempa	Assistant Cheerleading	\$3814 Step 3	
	<u>SPRING COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>	
	Martha Amoretti	Varsity Softball	\$5293 Step 3	
	Robert Augustino	Varsity Baseball	\$5163 Step 2	
	Martin DeRosa	Assistant Softball	\$3814 Step 3	
	Michael Evans	Varsity Girls Lacrosse	\$5030 Step 1	
	Romel Griggs	Assistant Outdoor Track	\$4083 Step 3	
	Edward Kladke	Assistant Baseball	\$3682 Step 2	

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

VI. SCHEDULE C (Continued)

C. SPRING COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Anthony Kutis	Assistant Outdoor Track	\$4083 Step 3
Richard Meranto	Assistant Outdoor Track	\$4083 Step 3
Jonathan Robins	Varsity Outdoor Track	\$5570 Step 3
Frank Rotundo	Assistant Girls Lacrosse	\$3814 Step 3
Matthew Thompson	Varsity Boys Tennis	\$3522 Step 3
John Weatherston	Assistant Girls Lacrosse	\$3682 Step 2
Kenneth White	Assistant Softball Coach	\$3549 Step 1
Stephen Zafuto	Assistant Outdoor Track	\$4083 Step 3
David Zona	Assistant Baseball	\$3814 Step 3

VII. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018

REVISION: NFHS – HOMECOMING CHAPERONES – SEPTEMBER 30, 2017 – \$40.74 EACH – A2110.141.045

Leah Baldassarre **(Add)** Kelly Bancroft-Billings **(Delete)** Cathy Vilardo **(Add)**

VIII. SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2017 – 2018 ENL DEPARTMENT CHAIR – GJ MANN – F2103.151.098.2918

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda Silvestri	1.0	ENL Department Chair	\$3587

IX. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE G – PERFORMING AND FINE ARTS – 2017 – 2018

GPS – A2110.141.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kristina Bordeleau	1.0	Assistant Director	\$1737
MaryBeth Dean	1.0	Costumer	\$1151
Katharine Guthrie	1.0	Choreographer	\$1151
Michael Kurilovitch	1.0	Set Designer	\$1151
Meagan Millar	1.0	Director	\$2316

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

X. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018

1. ABATE SCHOOL – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Janelle Brydges	0.5	School Treasurer	\$686
Peter Carlo	1.0	Technology Club	\$558
Andrew Fisher	0.5	Drama Club	\$279
Kristin Lodick	1.0	School Treasurer	\$686
Kristen Martell	0.5	Set & Costume Design Club	\$279
Donald McCoy	1.0	Garden Club	\$558
AnnMarie Melloni	0.5	Set & Costume Design Club	\$279
Mary Kay Reygers	0.5	Drama Club	\$279

2. CATARACT – A2110.141.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Diane Pati	0.5	Engineer's Club	\$279
Kathleen Polka	0.5	Safety Patrol	\$1372
Lisatta Reid	0.5	Engineer's Club	\$279
Kenneth White	1.0	Swim Club	\$558
Kenneth White	1.0	Basketball Club	\$558

3. HYDE PARK – A2110.141.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Caldwell	1.0	Elementary Safety Patrol	\$1372
Paula Spacone	1.0	School Treasurer	\$1372

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)

4. KALFAS MAGNET SCHOOL – A2110.141.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Maria D'Antonoli	1.0	School Treasurer	\$1372

5. GJ MANN – A2110.141.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	1.0	Swim Club	\$558
Tammy Capatosto	0.5	Character Ed	\$279
Edward Carlo	0.5	Safety Patrol	\$686
Marissa Chapman	1.0	Cheerleading	\$558
Patricia Krolewski	1.0	Walking Club/Library Club	\$558
Michael Kurilovitch	0.5	Safety Patrol	\$686
Michael Kurilovitch	0.5	Student Council	\$408
Cheryl LaBelle	1.0	Yearbook/Webpage	\$558
Linus McDonough	1.0	Engineer's Club	\$558
Joanne Washcalus	0.5	Student Council	\$408
Thomas Zafuto	1.0	Basketball Club	\$558
Thomas Zafuto	0.5	Character Ed	\$279

6. MAPLE – A2110.141.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Marquette Hunter	0.5	Safety Patrol	\$686
MaryAnn Kramer	1.0	School Treasurer	\$1372
Christopher Robins	0.5	Media Club	\$279

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)

7. NIAGARA STREET SCHOOL – A2110.141.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Ashley Andreana	0.5	Garden Club	\$279
Raquela Aversa	0.25	Baking Club	\$139.50
Corey Bley	0.5	Art Club	\$279
Corey Bley	1.0	Meditation Club	\$558
Stefany Critelli	1.0	After School Program/Coord.	\$558
Michele DiGregorio	1.0	After School Homework Club	\$558
Michele DiGregorio	1.0	Service Learning Club	\$558
James Donoughe	0.5	Magic Club	\$279
Jennifer Everts	0.25	Baking Club	\$139.50
Kelly Gawron	0.5	STEM Music Club	\$279
Joseph Jacob	0.5	Running Club/Swimming Club	\$279
Lenny LeBlanc	0.5	Basketball Club	\$279
Jeananne LePage	0.5	Broadcasting/Media Club	\$279
Kassie Sillett	0.5	Broadcasting/Media Club	\$279
Angela Ruffolo	1.0	School Treasurer	\$1372
Amanda Vail	1.0	Student Council	\$558

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)

8. 79TH STREET – A2110.141.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Aulet	1.0	Chess Club	\$558
Kathy Costanzo	1.0	Bell Choir Club	\$558
Robert Costanzo	1.0	Athletic Club	\$558
Lyndie Granto	0.5	Girls on the Run	\$279
Kathleen LaRock	0.5	Girls on the Run	\$279
Megan Muth	1.0	Keyboarding Club	\$558
Jerri Presutti	1.0	Engineering Club	\$558
David St. Onge	1.0	Safety Patrol	\$1372

9. GASKILL PREPARATORY – A2110.141.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Katie Churakos	0.5	8 th Grade Celebration	\$279
Schurron Cowart	0.5	8 th Grade Celebration	\$279
Melissa Franke	0.5	Yearbook	\$953.50
Christine Lodovico	1.0	Honor Society	\$816
Cassandra Lutey	0.5	Yearbook	\$953.50
Carrie Roeser	1.0	8 th Grade Trip	\$558
Carrie Roeser	1.0	School Treasurer	\$1372

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)

10. LASALLE PREPARATORY – A2110.141.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Briglio	1.0	School Treasurer	\$1372
Angela Frommert	1.0	Jazz Band	\$558
Megan Glasser	0.5	Yearbook	\$953.50
Nadezda Mease	1.0	Future City	\$558
Jolene Nearhood	1.0	Honor Society	\$816
Justin Speidel	0.5	Yearbook	\$953.50
Justin Speidel	1.0	Fitness Club	\$558

11. NIAGARA FALLS HIGH SCHOOL – A2110.141.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Leah Baldassarre	1.0	Senior Class Advisor	\$1907
Christine Barstys	0.5	Sophomore Advisor	\$408
Annette Baumgarten	1.0	Arts/Culture Club	\$558
James Belin-Irving	1.0	Environmental Club	\$558
Joseph Bellonte	0.5	Future Teachers	\$279
Martin Campbell	1.0	Yearbook	\$1907
Brian Carey	0.5	Honor Society	\$408
Miquel Carey	0.5	Honor Society	\$408
Amy Chiarella	1.0	Yearbook	\$1907

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

X. <u>APPOINTMENTS SCHEDULES D, E, F, G (Continued)</u>			
<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)</u>			
<u>11. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 (Continued)</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Amy Chiarella	1.0	Sophomore Advisor	\$408
Cathleen Chilberg	0.5	Future Teachers	\$279
Cathleen Chilberg	0.5	Freshmen Advisor	\$408
Guilio Colangelo	1.0	Business Honor Society Club	\$558
Guilio Colangelo	1.0	Lacrosse Club	\$558
Julia Conti	1.0	Reality Check Club	\$558
Cori Cuddahee	1.0	Gay/Straight Alliance	\$558
Michael Esposito	1.0	Increase the Peace	\$558
Andrea Fortin-Nossavage	1.0	Local History Club	\$558
Dean Melson	1.0	German Club	\$558
Dean Melson	1.0	Scholastic Bowl	\$558
Richard Meranto	1.0	Junior Class Advisor	\$1372
Tammy Novak	1.0	Student Ambassador Club	\$558
Julie Olander	1.0	Book Club	\$558
Valerie Rotella-Zafuto	1.0	Activities Coordinator	\$1907
Adrienne Sayers	1	UNTYS	\$558
Veronica Schucker	1.0	Junior Class Advisor	\$1372
Veronica Schucker	1.0	Ukulele Club	\$558

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Continued)

11. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Richard Slaiman	1.0	Safe Prom	\$558
Robert Touchette	1.0	School Treasurer	\$1907
Robert Touchette	1.0	Ski Club	\$558
Catherine Vilardo	1.0	Senior Class Advisor	\$1907
Thomas Vitello	1.0	Hispanic Heritage	\$558
Jill Wagner	0.5	Freshman Advisor	\$408
Jill Wagner	1.0	Garden Club	\$558

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018

1. ABATE SCHOOL – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Schamille Beaman	0.5	PM Duty	\$1159
Samuel Fruscione	1.0	AM/PM Duty	\$2318
Samuel Fruscione	1.0	Lunch Duty	\$2989
Amanda LaChance	1.0	Lunch Duty	\$2989
Amanda LaChance	0.5	PM Duty	\$1159
Donald McCoy	0.5	PM Duty	\$1159
Donald McCoy	1.0	Lunch Duty	\$2989
Christopher Murgia	1.0	Lunch Duty	\$2989
Christopher Murgia	0.5	PM Duty	\$1159

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018

1. ABATE SCHOOL – A2110.141.056 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Anthony Nastasi	1.0	Lunch Duty	\$2989
Danae Robertson	0.5	PM Duty	\$1159

2. CATARACT SCHOOL – A2110.141.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
April Downey	0.5	PM Duty	\$1159
Noelle Gaetano	1.0	Lunch Duty	\$2989
Noelle Gaetano-Kasprzak	0.5	PM Duty	\$1159
Mary Hall	0.5	AM Duty	\$1159
Debrah Johnson	0.5	AM Duty	\$1159
Mary Kurek	1.0	Lunch Duty	\$2989

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018

3. HYDE PARK – A2110.141.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Augustino	0.5	AM Duty	\$1159
Robert Augustino	1.0	Lunch Duty	\$2989
Tiffany Bradberry	0.4	Lunch Duty	\$1195.60
John Caldwell	1.0	AM Duty	\$2318
John Caldwell	1.0	Lunch Duty	\$2989
Loretta Hylton	0.75	AM Duty	\$1738.50
Anthony Kutis	1.0	Lunch Duty	\$2989
Christopher Murgia	1.0	Lunch Duty	\$2989
Christopher Murgia	1.0	AM Duty	\$2318

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018
 4. KALFAS MAGNET SCHOOL – A2110.141.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Danielle Dionne	0.5	AM/PM Duty	1159
Thomas Filosofo	0.5	AM/PM Duty	\$1159
Thomas Fisher	0.5	AM/PM Duty	\$1159
Linda Johnson	1.0	Lunch Duty	\$2989
Stanley Mack	1.0	Lunch Duty	\$2989
Caryn Skowronek	1.0	Lunch Duty	\$2989
Rebecca Tantillo	1.0	Lunch Duty	\$2989

5. GJ MANN – A2110.141.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	0.5	AM Duty	\$1159
Carlos Bradberry	1.0	Lunch Duty	\$2989
Edward Carlo	0.5	AM Duty	\$1159
Michael Kurilolivitch	1.0	Lunch Duty	\$2989
Michael Kurilolivitch	0.5	PM Duty	\$1159
Michael Kurilolivitch	1.0	School Treasurer	\$1372
Margaret Rhodes	0.5	AM Duty	\$1159
Marissa Jo Rogers	0.5	AM Duty (Full Year Sub only)	\$1159
David Tirabassi	0.5	AM Duty	\$1159
Thomas Zafuto	1.0	Lunch Duty	\$2989

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018 (Continued)

5. MAPLE AVENUE SCHOOL – A2110.141.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda Blake	0.4	Lunch Duty	\$1196
Jeanine Catanzaro	0.6	Lunch Duty	\$1793
Sandra Dingwall	0.5	Am Duty	\$1159
Lisa Granieri	0.5	AM Duty	\$1159
Romel Griggs	1.0	Lunch Duty	\$2989
Angela Manella	0.5	Lunch Duty	\$1494.50
Angela Manella	0.5	AM/PM Duty	\$1159
Colleen Ponticello	0.5	PM Duty	\$1159
Colleen Ponticello	0.6	Lunch Duty	\$1793

6. MAPLE AVENUE SCHOOL – A2110.141.060 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Holly Rodgers-Parker	0.4	Lunch Duty	\$1196

7. NIAGARA STREET SCHOOL – A2110.141.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Ashley Biro	0.5	PM Duty	\$1159
Teresa Chandler	0.5	AM Duty	\$1159
Michael Corsaro	1.0	Lunch Duty	\$2989
Michael Corsaro	1.0	AM/PM Duty	\$2318
Michele DiGregorio	0.5	PM Duty	\$1159
James Donoughe	0.5	PM Duty	\$1159
Rick Forgione	1.0	Lunch Duty	\$2989

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018 (Continued)

8. 79TH STREET SCHOOL – A2110.141.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Costanzo	1.0	AM/PM Duty	\$2318
Karen Grana	1.0	AM/PM Duty	\$2318
Amy Milleville	0.5	AM Duty	\$1159
David St. Onge	0.5	AM Duty	\$1159

9. GASKILL PREPARTORY SCHOOL – A2110.141.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Francis Coney	0.66	AM Duty (20 Minutes)	\$1545
Francis Coney	1.0	Lunch Duty	\$2989
Bryan Dean	1.0	Lunch Duty	\$2989
Kristian Green	1.0	Lunch Duty	\$2989
Kenneth Jones	1.0	Lunch Duty	\$2989
Joseph Lozina	0.66	AM Duty (20 Minutes)	\$1545
Kathleen Urban	1.0	Lunch Duty	\$2989
Kathleen Urban	0.66	AM Duty (20 Minutes)	\$1545
Richard Venator	0.66	AM Duty (20 Minutes)	\$1545
Stephen Zafuto	1.0	Lunch Duty	\$2989

10. LASALLE PREPARTORY SCHOOL – A2110.141.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Adams-Dobrasz	1.0	Lunch Duty	\$2989
John Briglio	1.0	Lunch Duty	\$2989

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018 (Continued)

10. LASALLE PREPARTORY SCHOOL – A2110.141.050 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Briglio	1.0	Morning/Dismissal	\$2318
Megan Glassser	0.5	Morning Duty	\$1159
James Hutchinson	1.0	Lunch Duty	\$2989
Timothy Johnson	1.0	Lunch Duty	\$2989
Carleen Krysa	0.5	Dismissal	\$1159
Michael Mansour	1.0	Morning/Dismissal	\$2318
Nicholas Ruffolo	1.0	Lunch Duty	\$2989
Nicholas Ruffolo	1.0	Morning/Dismissal	\$2318
Dawn Secic	1.0	Morning/Dismissal	\$2318
Frank Strangio	1.0	Lunch Duty	\$2989

11. COMMUNITY EDUCATION CENTER – A2110.141.052

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brandie Brown	1.0	Lunch Duty	\$2989
Elizabeth Carroll	1.0	Lunch Duty	\$2989
Peter Heuer	1.0	AM/PM Duty	\$2318

12. NIAGARA FALLS HIGH SCHOOL – A2110.141.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Martha Amoretti	1.0	Lunch Duty	\$2989
Dennis Balogh	1.0	Lunch Duty	\$2989
Dennis Balogh	0.5	PM Duty Regular	\$1159
Donald Bass	1.0	Lunch Duty	\$2989

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018 (Continued)

12. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Donald Bass	0.5	PM Duty Regular	\$1159
Mia Bianco	1.0	Lunch Duty	\$2989
Martin Campbell	1.0	Lunch Duty	\$2989
Brian Carey	1.0	Lunch Duty	\$2989
Brian Carey	1.5	Breakfast Duty	\$3477
Marc Catanzaro	1.0	Lunch Duty	\$2989
Marc Catanzaro	0.5	Regular Arrival	\$1159
Edward Ceccato	0.5	Regular Arrival	\$1159
Salvatore Constantino	1.0	Lunch Duty	\$2989
Marc Daul	1.0	Lunch Duty	\$2989
Brian Dowsey	0.5	PM Duty Early	\$1159
Kyra Ebert	0.5	Regular Arrival	\$1159
Randy Gall	1.0	Lunch Duty	\$2989
Randy Gall	0.5	PM Duty Early	\$1159
Stephen Kutis	1.0	Lunch Duty	\$2989
Mattew Leo	1.0	Lunch Duty	\$2989
George Mariano	1.0	Lunch Duty	\$2989
Dean Melson	0.5	PM Duty Regular	\$1159

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2017 – 2018 (Continued)

12. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kevin Michael	0.5	Early Arrival	\$1159
Ondarryle Morgan	1.0	Lunch Duty	\$2989
Karyn Morrison	1.0	Main Office (20 minutes)	\$1545
Anthony Navaroli	1.0	Lunch Duty	\$2989
Brian O'Donnell	0.5	PM Duty Early	\$1159
Erik Olander	1.0	Lunch Duty	\$2989
John Pero	1.0	Lunch Duty	\$2989
Jonathan Robins	1.0	Lunch Duty	\$2989
William Rodgers	1.0	Lunch Duty	\$2989
Ebone Rose	0.5	PM Duty Regular	\$1159
Rachel Rotella	0.5	PM Duty Regular	\$1159
Richard Slaiman	1.0	Lunch Duty	\$2989
Michael Vilardo	1.0	Lunch Duty	\$2989
Michael White	1.0	Lunch Duty	\$2989

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)			
SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2017 – 2018			
1. <u>ABATE SCHOOL – A2110.141.056</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Donald McCoy	1.0	Elementary	\$3587
Tracy St. Onge	1.0	Special Education	\$3587
2. <u>CATARACT SCHOOL – A2110.141.057</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Patricia Rafferty	1.0	Special Education	\$3587
Joanne Zimmerman	1.0	Regular Education	\$3587
3. <u>HYDE PARK SCHOOL – A2110.141.058</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
David Glahe	1.0	Regular Education	\$3587
Virginia Sukmanowski	1.0	Special Education	\$3587
4. <u>KALFAS MAGNET SCHOOL – A2110.141.059</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Amy Beckett	1.0	Special Education	\$3587
5. <u>GJ MANN SCHOOL – A2110.141.067</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	0.5	Primary	\$1793.50
Edward Carlo	0.5	Intermediate	\$1793.50
Laura Kashishian	0.5	Special Education	\$1793.50
6. <u>MAPLE AVENUE SCHOOL – A2110.141.060</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Terri Gregg	0.5	Regular Education	\$1793.50
Jessica Tower	0.25	Special Education	\$896.75
7. <u>NIAGARA STREET SCHOOL – A2103.144.061</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Mary DePalma	1.0	Elementary	\$3587
Christina Magnuson	0.5	Special Education	\$1793.50

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2017 – 2018 (Continued)

8. 79th STREET SCHOOL – A2103.144.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Aulet	0.5	Instructional	\$1793.50
Sheila Chille	0.5	Instructional	\$1793.50
Anargyros Halaris	0.5	Special Education	\$1793.50

9. GASKILL PREPARATORY SCHOOL – A2110.141.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Diane Tunnicliff	0.5	Special Education	\$3587

10. LASALLE PREPARATORY SCHOOL – A2110.141.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Ashley Chambers	1.0	Special Education	\$3587

11. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 – DEPARTMENT CHAIRS

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Martha Amoretti	0.5	Physical Education	\$1793.50
Adam Bianco	1.0	Guidance	\$3587
Amy Chiarella	1.0	English	\$3587
Giulio Colangelo	0.5	Business	\$1793.50
James Jeckovich	1.0	Mathematics	\$3587
Veronica Murray	0.5	Art/Music	\$1793.50
Erik Olander	1.0	Social Studies	\$3587
Richard Slaiman	1.0	Special Education	\$3587
Karen Syruws	1.0	Science	\$3587

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2017 – 2018 (Continued)

11. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 – DEPARTMENT CHAIRS (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Vitello	0.5	Foreign Language	\$1793.50

12. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 – TEAM CAPTAINS

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christine Barstys	1.0	Team F	\$1400
Cathleen Chilberg	0.5	Team H	\$700
Cori Cuddahee	1.0	Team G	\$1400
Laurie Mettler	1.0	Team I	\$1400
Colleen Pascuzzi	1.0	Team J	\$1400
Michael Vilardo	0.5	Team H	\$700

SCHEDULE G – PERFORMING AND FINE ARTS – 2017 – 2018

1. NIAGARA FALLS HIGH SCHOOL – A2110.141.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brian Chmaj	1.0	Marching Band Director	\$4632
Brian Chmaj	1.0	Orchestra Director	\$1735
Tonya Cowling	1.0	Choreographer	\$1151
Michael Johnson	0.5	Technical Director	\$575.50
Richard Meranto	0.5	Technical Director	\$575.50
Veronica Murray	1.0	Stage Director – 1 st Show	\$1151
Veronica Murray	1.0	Stage Director – 2 nd Show	\$1151
Veronica Schucker	1.0	Choral Director	\$1735
Alan Stockings	1.0	Assistant Director	\$3474

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

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE G – PERFORMING AND FINE ARTS – 2017 – 2018 (Continued)

1. NIAGARA FALLS HIGH SCHOOL – A2110.141.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Vitello	1.0	Drama Director	\$4632
Dennis Wilson	0.5	Assistant Director	\$1737

The vote on the motion was as follows:

Ayes – Mr. Barstys (*abstained on action for Christine Barstys*), Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Jocoy requested a separate vote on Item #3.

The Classified Report, Items I through XII, excluding #III, was **approved** unanimously on the motion made by Mr. Restaino, seconded by Bishop Dobbs.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
David D. Spacone	Director of Facilities III Maintenance	31 years 7 months	October 30, 2017

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

II. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Robin Rendina <u>R</u>	School Office Support Clerk NFHS \$34,090 Step 4 w/Longevity A2020.164.045	Secretary I NFHS \$43,510 Step 4 w/Longevity A2020.164.045	November 1, 2017 (probationary period ends January 31, 2018)

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Maureen Hoolihan <u>R</u>	Secretary I CSE Office	\$35,785 Step 1 F2250.164.007.0718	November 1, 2017 (pending pre-employment requirements) (probationary period to be determined)
Patrick Maietta <u>R</u>	School Monitor Lunch 3 Hours Abate	\$12.18/hr. Step 1 C2080.176.056	October 30, 2017 (pending pre-employment requirements) (probationary period to be determined)
Alicia Soto <u>R</u>	Physical Educ. Assoc. 5.5 Hrs. Cataract	\$14.20/hr. Step 1 A2110.177.057	October 30, 2017 (probationary period ends on February 28, 2018)

V. TEMPORARY APPOINTMENTS

PREPARATION FOR THE SCHOOL BOARD SPECIAL REFERENDUM VOTE – DECEMBER 12, 2017 – NTE 40 HOURS @ \$20.00/HOUR – A1060.463.028

John Owens

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Moiria Compton	Senior School Monitor 7 Hours GJ Mann	\$15.31/hr. Step 1 A2110.177.067	October 2, 2017 – NTE November 30, 2017
Tina Panepinto	Food Service Helper 3 Hours Hyde Park	\$14.59/hr. Step 2 C2080.167.058	October 10, 2017 – NTE June 30, 2018

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

VII. TEMPORARY APPOINTMENTS – TRANSFER

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Ashley Orsi	Pre-K Associate 5.5 Hours Kalfas F2510.177.059.3118 (Tina Bailor)	Pre-K Associate 5.5 Hours Hyde Park F2510.177.058.3118 (Lisa Edwards)	October 3, 2017 – NTE February 28, 2018

VIII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1623.162.067	November 1, 2017 – November 30, 2017
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1623.162.052	November 1, 2017 – November 30, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1623.167.052 (.6) A1623.167.015 (.4)	November 1, 2017 – November 30, 2017
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$31,669 Step 2 A1623.167.060	November 1, 2017 – November 30, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1623.167.045	November 1, 2017 – November 30, 2017
Sherri Huff	Porter Maple (Mark Palmer)	\$39,340 Step 1 w/Longevity A1621.162.060	November 1, 2017 – November 30, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1623.167.016	November 1, 2017 – November 30, 2017
Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1623.167.067	November 1, 2017 – November 30, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1623.167.016	November 1, 2017 – November 30, 2017
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1623.162.015	November 1, 2017 – November 30, 2017

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

VIII. EXTENSION OF TEMPORARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1623.162.015 (.5) A1623.162.052 (.5)	November 1, 2017 – November 30, 2017
Nathan Smith	Cleaner 7 Hours District-Wide – Niagara St. (Maria Carella)	\$31,025 Step 1 A1623.167.061	November 1, 2017 – November 30, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1623.167.045	November 1, 2017 – November 30, 2017
Bertha Travis	School Office Support Clerk Purchasing	\$27,515 Step 1 (pro-rated) A1345.164.008	November 1, 2017 – November 30, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1623.167.058	November 1, 2017 – November 30, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$32,314 Step 3 A1623.167.050	November 1, 2017 – November 30, 2017

IX. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Mia Crumpton	Promise Grant Manager NFHS (provisional)	Promise Grant Manager NFHS (probationary)	Sept. 27, 2017 (prob. period ends Mar. 26, 2018)
Erin Janese	School Nurse Niagara Street (probationary)	School Nurse Niagara Street	November 6, 2017
C. Earl Smeal	Energy & Procurement Specialist Finance Office (provisional)	Energy & Procurement Specialist Finance Office (probationary)	September 21, 2017 (probationary period ends December 20, 2017)

X. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Vanessa Clay	Asst. Child Care Assoc. 6 Hours NFHS A2250.173.045	Asst. Child Care Assoc. 6.5 Hrs. NFHS A2250.173.045	October 1, 2017 – NTE June 30, 2018
Marc Morgan	Asst. Child Care Assoc. 6 Hours NFHS A2250.173.045	Asst. Child Care Assoc. 6.5 Hrs. NFHS A2250.173.045	October 1, 2017 – NTE June 30, 2018
Latrice Powell	Special Educ. Assoc. 5.5 Hrs. Hyde Park A2250.173.058	Special Educ. Assoc. 6 Hrs. Hyde Park A2250.173.058	October 1, 2017 – NTE June 30, 2018
Tina Ryan	Special Educ. Assoc. 5.5 Hrs. Hyde Park A2250.173.058	Special Educ. Assoc. 6 Hrs. Hyde Park A2250.173.058	October 1, 2017 – NTE June 30, 2018

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

XI.	<u>LEAVE OF ABSENCE</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	<u>NAME</u>			
	MaryEllen Bradley	Library Associate 5.5 Hours Niagara Street	Personal (without pay)	October 19, 2017 – October 23, 2017
	Annie Carr	Secretary III Bus. Office (.8) Human Resources (.2)	Other (to take other District position)	October 30, 2017 – October 29, 2018
	Annette Davis	Pre-K Associate 5.5 Hours GJ Mann	FMLA (without pay)	September 1, 2017 – November 3, 2017
	Amanda Farinas	Food Service Helper 3 Hours GJ Mann	Personal (without pay)	October 2, 2017 – NTE June 30, 2018
	Sarah Hall	Asst. Child Care Assoc. 6 Hours Cataract (Melanie Bunce)	Personal (without pay)	October 18, 2017 – October 20, 2017
	Linda McDonnell	Pre-K Associate 5.5 Hours Abate	Personal (without pay)	November 1, 2017 – November 3, 2017
	Concetta Merante	School Monitor Lunch 3 Hours Cataract	Medical (without pay)	October 16 2017 – NTE June 30, 2018
	Samantha Scott	Account Clerk Finance	Personal (without pay)	October 16, 2017 – October 20, 2017
Angela Wagner	Pre-K Associate 5.5 Hours Abate	Other (to take other District position)	October 10, 2017 – NTE June 30, 2018	
XII.	<u>ADDITIONAL HOURS</u>			
A.	<u>PARENT AND FAMILY ENGAGEMENT ACTIVITIES – ABATE – NTE 16 HOURS FOR THE GROUP – F2103.140.056.0118</u>			
	Constance Andreini	Kristin Lodick	Margaret Rowles	
B.	<u>BREAKFAST DUTY – ABATE – NTE .50 HOUR PER DAY 2017-2018 SCHOOL YEAR</u>			
	Margaret Rowles	Sandra Shaffer	Leona Williams	
C.	<u>OPEN HOUSE – LPS – SEPTEMBER 2017 – NTE 12 HOURS FOR THE GROUP – F2103.177.050.0118</u>			
	Louisa Fasciano	Karen House	Marchica Robinson	
D.	<u>AFTER SCHOOL BOOSTER ACTIVITIES – MAPLE – NTE 80 HOURS FOR THE GROUP – A2020.178.060</u>			
	Deborah Maj	Laura Skalski	Grace Stewart	Kathy Violanti

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

Item #III of the Classified Report was approved on the motion made by Mr. Bass, seconded by Mr. Cancemi as follows:

III. PROMOTIONAL/PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Annie Carr <u>R</u>	Secretary III \$58,537 Step 4 w/Longevity Bus. Ofc. (.8) – A1310.164.003 HRO (.2) – A1430.164.004	District Transportation Coordinator \$61,892 Step 3 w/Longevity A5510.164.027	October 30, 2017

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: Mr. Jocoy

Motion Carried

During the roll call vote, Mr. Jocoy stated that on this particular item, it is his opinion that the position should be filled with someone with some experience in transportation. He stated that for that reason only, he votes no.

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

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

WHEREAS, The Committee on Special Education met on September 25, 26, 27, 28, 29, October 3, 4, 5, 10, 11, 13, 16, 17, 18, 19, 20, 2017 for the annual review of special education students and September 7, 14, 25, 26, 27, 28, 29, October 2, 3, 4, 5, 10, 11, 12, 13, 16, 17, 19, 20, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached ([BoardDocs, see “Meetings”, 2017, 10/26/2017, 4, 4.08](#)) recommendations made by the Committee on Special Education for the 2017-2018 school year.

The motion was approved by unanimous vote.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

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

WHEREAS, The Committee on Pre-School Special Education met on September 27, 28, October 5, 11, 12, 20, 2017 to review and initiate the placement of preschool students with disabilities, and

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”, 2017, 10/26/2017, 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 2017-2018 school year.

The motion was approved by unanimous vote.

SHORT-TERM CONTRACTS

The following Short-Term contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	WNY STEM 742 Delaware Avenue Buffalo, NY 14209	Presentation	\$5,000	October 1, 2017 – May 25, 2018	Lynne Tompkins	Maria Massaro 9/27/17 Mark Laurrie 9/27/17
2.	Susan Rhodenizer 708 Raymond Drive Lewiston, NY 14092	Workshop	\$250	September 29, 2017	Karen Waugaman	Maria Massaro 10/3/17 Mark Laurrie 10/3/17
3.	Rev. Eugene Coplin Project L.E.E. P.O. Box 392 Buffalo, NY 14205	Mentoring Program	\$6,000	October 30, 2017 – April 27, 2018 (24 Days)	Stan Wojton	Maria Massaro 10/16/17 Mark Laurrie 10/16/17
4.	Modie Cox Because I Tried P.O. Box 1278 Buffalo, NY 14214	Workshop/ Course	\$9,000	October 30, 2017 – May 1, 2018	Stan Wojton	Maria Massaro 10/16/17 Mark Laurrie 10/16/17
5.	George Tasevski 5119 Berg Road Buffalo, NY 14218	Workshop	\$4,100	October 30, 2017 – May 4, 2018	Stan Wojton	Maria Massaro 10/16/17 Mark Laurrie 10/16/17
6.	Dolly Michelle Randle CASNY P.O. Box 339 Buffalo, NY 14205	Mentoring Program	\$15,000	November 1, 2017 – May 31, 2018	Stan Wojton	Maria Massaro 10/16/17 Mark Laurrie 10/16/17

UNFINISHED BUSINESS

NONE.

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM THE NATIONAL ASSOCIATE FOR THE EXCHANGE OF INDUSTRIAL RESOURCES (NAEIR) THROUGH 3M SUPPLIES FOR SCHOOLS PROGRAM

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

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, When businesses, like 3M, empty their shelves of unsold inventory, they donate it to NAEIR; and

WHEREAS, Harry F. Abate Elementary School is a member of NAEIR and, therefore, are able to receive donations and

6.01 APPROVAL OF RECEIPT OF GIFT FROM THE NATIONAL ASSOCIATE FOR THE EXCHANGE OF INDUSTRIAL RESOURCES (NAEIR) THROUGH 3M SUPPLIES FOR SCHOOLS PROGRAM (cont'd.)

WHEREAS, NAEIR, through 3M Supplies, has donated five (5) boxes of classroom supplies to Harry F. Abate Elementary School. This donation is worth \$3,400; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of five (5) boxes of classroom supplies worth \$3,455; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Kelli M. Novak
3Mgives Coordinator
3M Center, 225-1S-23
St. Paul, MN 55144

Office: 651 733 1760 | Fax: 651 737 3061
kmnovak@mmm.com | www.3MGiving.com

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS

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

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, Sirius has donated a Lenovo Mix 320 2-in-12 device to be auctioned off as an incentive at the Parent Technology Night at Niagara Street School on October 18, 2017; and

WHEREAS, The value of this device is \$279; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of the Lenovo Mix 320 2-in-1 device; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Ms. Andrea Cellura, Sr. Client Executive
Sirius
700 Cross Keys Office Park, Suite 740
Fairport, NY 14450

6.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.03 ACCEPTANCE OF THE 2016-17 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 2016-17 Annual Independent Audit as prepared by the firm of Drescher & Malecki LLP; and

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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.04 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2017/2018

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

6.04 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2017/2018 (cont'd.)

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 2017/2018; 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 Inspector, 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 2017/2018 and alleged deficiencies at the meeting of October 26, 2017.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.05 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2017 – 2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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; therefore be it

6.05 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2017 – 2018 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 Agreement; and

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

Agreement to Provide Therapy Services

This agreement between BHSC Services, hereinafter called the “Provider”, and Niagara Falls City School District, hereinafter called the “School” is for the provision of Speech therapy services.

I. Responsibilities of the Provider

1. Provider will provide Speech therapy services to students with impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Assigned staff will participate in required meetings and conferences as requested by the School.
4. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
5. Provider will submit a completed time sheet to the School on a weekly basis.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services \$57.75 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.
2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the

6.05 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 6, 2017 until June 30, 2018 and will be reviewed by both parties on an annual basis.

For: BHSC Services

Date

For: City School District of the City of Niagara Falls

Date

NEW YORK STATE)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, 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 _____, 2017, 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 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, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.06 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR ON –SITE-MUSIC THERAPY 2017-2018 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 Agreement with BUFFALO SPEECH AND HEARING CENTER for the period commencing July 6, 2017 and ending June 30, 2018; 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2017, by and between the BOARD OF EDUCATION OF 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 BUFFALO HEARING AND SPEECH CENTER, 50 E North St., Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.06 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR ON –SITE-MUSIC THERAPY 2017-2018 SCHOOL YEAR (cont'd)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2017-2018 school year, commencing on or about July 6, 2017, and ending on or about June 30, 2018, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School 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 School at any time when he/she 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/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of \$57.75 per hour for the education and instruction of the children so assigned to and enrolled at the School for the entire 2017-2018 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.06 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR ON –SITE-MUSIC THERAPY 2017-2018 SCHOOL YEAR (cont'd)

4. The School 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.

5. The School 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

6. This Agreement shall expire on June 30, 2018.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or 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.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

BUFFALO HEARING AND SPEECH CENTER

By: _____

President

STATE OF NEW YORK)

) :ss

COUNTY OF

)

On this ____ day of _____, 2017, 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 _____, 2017, 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 he/she executed the same in his/her 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

6.06 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER FOR ON –SITE-MUSIC THERAPY 2017-2018 SCHOOL YEAR (cont'd)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.07 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL AND/OR PHYSICAL THERAPY FOR 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 ; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Community Based Therapies for on-site Occupational and/or Physical Therapy, a copy of which is attached, as it pertains to delivery of special education related services, effective July 6, 2017 and ending June 30, 2018 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.

Agreement to Provide Therapy Services

This agreement between Community Based Therapies, hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of occupational therapy and/or physical therapy services on behalf of the School to be provided at West Buffalo Charter School.

6.07 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL AND/OR PHYSICAL THERAPY FOR 2017-2018 (cont'd.)

I. Responsibilities of the Provider

1. Provider will provide Related Services to children with motor-sensory impairments as assigned by School supervisors.
2. School supervisor will contact Provider supervisor when a new case arises. Once notified, the Provider will make its best effort to assign a therapist in a timely manner and accommodate the student's and therapist's scheduling needs.
3. The Provider will complete any required documentation for consultation services in accordance with School or standard procedures.
4. The Provider will assure clinical competence and credentials of the assigned consulting staff in accordance with this Agreement.
5. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.
6. Assigned Provider staff will participate in CSE meetings and parent conferences as requested by the School.
7. All assigned staff will have been fingerprinted before commencing services.
8. The Provider will submit case related paperwork (e.g. evaluation report, daily logs); completed time sheet; and service log to the School in a timely fashion.

II. Responsibilities of the School

1. The School agrees to pay Provider, for services provided, pursuant to this agreement, through Provider's billing agent, BHSC Contract Services \$57.75 per hour for time spent rendering services. Billable time includes therapy and any paperwork, consults or meetings required. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting).
2. The School agrees to submit payment to BHSC Contract Services within thirty (30) days of receipt of the monthly billing invoice.
3. The School agrees not to hire or solicit for hire any employees, or former employees who provide services under this Agreement for a period of one (1) year following termination of this agreement, or hire or solicit for hire former employees within 90 days of his or her last day of employment with the Provider.
4. In the event the School violates II.3. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

6.07 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL AND/OR PHYSICAL THERAPY FOR 2017-2018 (cont'd.)

III. Mutual Agreements

1. Either party may terminate this agreement with written notification thirty (30) days prior to actual termination.
2. This contract will be in effect July 6, 2017 through June 30, 2018 and will be reviewed by both parties on an annual basis.

For: Community Based Therapies

Date _____

For: City School District of the City of Niagara Falls

Date _____

STATE OF NEW YORK)
COUNTY OF)

On this _____ day of _____, 2017, 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 _____, 2017, 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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR COMMUNITY EDUCATION PROGRAMS – A. MUZZI 11/1/17 – 6/30/18

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

WHEREAS, The District desires to enter into agreement with A. Muzzi as a consultant in the area of Community Educational programming; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with A. Muzzi for consulting services for the period November 1, 2017 and terminating June 30, 2018; and

WHEREAS, Whereas The District pay A. Muzzi a sum not to exceed \$15,000.00 for services rendered, upon submission of invoices acceptable to the District; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Community Education Programs between the Niagara Falls City School District and A. Muzzi, 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 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 _____ 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and ANITA MUZZI, 1072 Sweet Home Road, Niagara Falls, New York 14305 (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 Community Education Programming, 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 services outlined in the attached “Scope of Services” which is incorporated herein. Second Party’s services shall be performed under the direction of the Superintendent.

6.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR COMMUNITY EDUCATION PROGRAMS – A. MUZZI 11/1/17 – 6/30/18 (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 a monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum of \$1,875.00 per month. 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 November 1, 2017 through June 30, 2018, 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 does not anticipate hiring any assistants; however, should the Independent Contractor so do, she 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

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA
FALLS

Anita Muzzi

President, Board of Education

6.08 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR COMMUNITY EDUCATION PROGRAMS – A. MUZZI 11/1/17 – 6/30/18 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of _____ 2017, 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, t/he 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 _____ 2017, 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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND VIA EVALUATION, INC. FOR INDEPENDENT EVALUATION SERVICES OF THE FAMILY AND COMMUNITY ENGAGEMENT PROGRAM—10/30/17—08/31/18

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

WHEREAS, The District wishes to hire an independent evaluation company to render professional services associated with the mandatory independent evaluation of the Family and Community Engagement Program awarded by the New York State Education Department.; and

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND VIA EVALUATION, INC. FOR INDEPENDENT EVALUATION SERVICES OF THE FAMILY AND COMMUNITY ENGAGEMENT PROGRAM—10/30/17—08/31/18

WHEREAS, The District has negotiated a Contract with Via Evaluations Inc. to render such independent evaluation services of the Family and Community Engagement Program; and

WHEREAS, The proposed Contract is for the period October 30, 2017 through August 31, 2018 at a fee not to exceed \$21,000.00 to be paid quarterly; therefore be it

RESOLVED, That the Contract between City School District of the City of Niagara Falls and Via Evaluation, Inc., for evaluation services of the Family and Community Engagement Program, attached hereto, be and is 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 26th day of October, 2017 by and between the CITY OF 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 to meet requirements of the evaluation of the Family Community Engagement Program awarded by the New York State Education Department
- c. Customary Document Preparation and reporting of required data to appropriate parties

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND VIA EVALUATION, INC. FOR INDEPENDENT EVALUATION SERVICES OF THE FAMILY AND COMMUNITY ENGAGEMENT PROGRAM—10/30/17—08/31/18 (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 a sum not to exceed \$21,000.00 in four quarterly installments of \$5,250.00 on November 1st, 2017, February 1st, 2018, April 1st, 2018 and June 1st, 2018 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 October 30, 2017 and terminate August, 31, 2018, 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

Jessica Aungst Weitzel
President, Via Evaluation, Inc.

President

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND VIA EVALUATION, INC. FOR INDEPENDENT EVALUATION SERVICES OF THE FAMILY AND COMMUNITY ENGAGEMENT PROGRAM—10/30/17—08/31/18 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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/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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.10 APPROVAL OF AMENDED SUMMARY PLAN DESCRIPTION FOR HEALTH REIMBURSEMENT ARRANGEMENT PLAN DOCUMENTS FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK

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

WHEREAS, The District provides HRA accounts to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining Agreements which reimburse employees for certain medical expenses on a tax-free basis; and

6.10 APPROVAL OF AMENDED SUMMARY PLAN DESCRIPTION FOR HEALTH REIMBURSEMENT ARRANGEMENT PLAN DOCUMENTS FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK (cont'd.)

WHEREAS, The District offers the HRA to all employees and retirees whether or not they choose to enroll in District medical plan. The HRA allows for a run out period for claim submission prior to the rollover of unused funds. Attached is a copy of the proposed summary plan description for Health Reimbursement Arrangements ([plan can be viewed on Boarddocs](#)); and

WHEREAS, The Superintendent recommends the adoption of the Amended Summary Plan Description for Health Reimbursement Arrangements and adopt new “HRA” plan documents;

RESOLVED, That the Board of Education hereby approves the amended Summary Plan Descriptions for Health Reimbursement Arrangements.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

7. Review of the Proposed Policy(ies)

7.01 RESOLUTION ADOPTING REVISIONS TO POLICY 2017-7515: CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS CONCUSSION MANAGEMENT POLICY FOR ATHLETIC TRAINING CONTRACTS WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER

Mr. Cancemi moved to waive the 30-day tabling requirement for Policy 7515 – Niagara Falls Concussion Management. Mr. Restaino seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried – *30-day requirement waived*

7.01 RESOLUTION ADOPTING REVISIONS TO POLICY 2017-7515: CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS CONCUSSION MANAGEMENT POLICY FOR ATHLETIC TRAINING CONTRACTS WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER (cont'd.)

Mr. Restaino moved for approval of the Resolution Adopting Revisions to Policy 2017-7515: City School District of the City of Niagara Falls Concussion Management Policy for Athletic Training Contracts With Niagara Falls Memorial Medical Center. 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; and

WHEREAS, The Board has reviewed and endorsed the recommended revisions to POLICY 2017-7515: City School District of the City of Niagara Falls 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 revisions to POLICY 2017-7515: City School District of the City of Niagara Falls District Concussion Management Policy For Athletic Training Contracts With Niagara Falls Memorial Medical Center and waives the thirty-day tabling. ([Policy can be viewed on Boarddocs](#))

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried; Revised Policy Adopted

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurie called attention to future agenda items as noted.

COMMENTS/REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mark Laurrie
October 26, 2017

Reports were made during the Agenda Review Session held prior to the Regular Board meeting:

Other Reports

Thank you for your support of the resolutions, the activities held this evening, and the Audit, etc.

MAISTO Case

Good news received about this **MAISTO** case was acknowledged. NY appellate court reinstates lawsuit challenging state funding for small-city school districts.

Mr. Laurrie noted that an Executive Session will be needed.

December 7th meeting cancelled and moved to December 13th, the evening of the Statutory meeting to certify voting results for the Capital Projects.

COMMENTS BY BOARD MEMBERS

The Superintendent and Board members congratulated the alumni and their family on their successful careers.

Board members expressed their appreciation for being recognized and for the artwork they received from the students.

Mr. Cancemi recognized the ability that the District has to put forth leaders in this City. He commended staff for the idea to hang the photographs of each alumni in the school buildings.

Mr. Barstys noted that although Mr. Laurrie credited the Board for supporting the award presentations, it is Mr. Laurrie and his team that should be commended for making them happened. It was their idea and we support them because it's the right thing to do.

Mr. Barstys thanked Mr. David Spacone, who retired, for his hard work. He stated that having been involved with Directors of Facilities, he can appreciate how hard that job is and that he commends Mr. Spacone, who did it for a long time and wish him the best in his retirement. Mr. Jocoy concurred.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Bass noted that from 2002 – 2006 NFHS he was at its peak because their three alumni on the wall that he attended school with. Mr. Bass reported that he and others spoke before the student body at CEC. The theme was “Powering Your Purpose.” He and other presenters shared the path they took to get to where they are and that he feels that there were some breakthroughs among some of the students in attendance. He elaborated further. It was about self-esteem; although there were some time restraints, it was a good program and he hopes the program can be extended. *Congratulations to the staff at CEC.*

Mr. Paretto – kudos to our wonderful staff for all their hard work and he thanked staff for the good audit. He commented about the negative press the District gets, but pictures of our alumni are a reminder of the many successes. They may not be here, but their families and their roots are here and that’s why serve because we believe in our communities.

Mr. Paretto congratulated NFHS football team for beating Orchard Park in the first round of the playoffs. They did a good job and the team is one game away from playing at New Era Field. This will be an upset if they pull this off.

Mr. Vilardo thanked those who came forward to address the Board. He talked about his attendance at a recent District-wide Parent Committee meeting which he feels is always a good evening. He commented that the District has a lot of good parents who are dedicated to their children and the school District.

Mr. Vilardo wished Dave Spacone a happy retirement and hopes he gets healthy real soon. He commended all the recipients on their accomplishments, particularly his cousin Lynn, whom he saw grow up and that she’s come a long way and that he’s very proud of her as he knows her parents are also as well.

EXECUTIVE SESSION

At 8:00 p.m., a motion for Executive Session was made by Mr. Barstys to discuss matters pertaining to the proposed sale of real property (parcel land), proposed litigation between the District and parent/student, and for Attorney/Client privilege; seconded by Mr. Restaino, motion passed unanimously. No action to follow.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES

Executive Session was concluded and the Regular meeting was reconvened and adjourned at 8:45 p.m. on the motion by Mr. Restaino, seconded by Mr. Barstys. Motion passed unanimously.

ADJOURNMENT

The October 26, 2017, Regular meeting was adjourned in memory of the following.

*Mrs. Patricia A. Krawczyk, retired teacher

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

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

Board Review Session
November 9, 2017

Minutes

Present: M. Laurrie, R. Barstys, E. Bass (6:15), J. Cancemi, K. Dobbs, A. Paretto, R. Petrozzi, R. Restaino (6:15), N. Vilardo

Excused: A. Jocoy

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, A. Massaro, M. Massaro, J. Roscetti, E. Smeal

Mr. Laurrie updated the Board on the following:

1. Mrs. Glaser has put together a great deal of literature on the Capital Projects.
2. He has met with the building trades and Local 91, who has promised full support from their unions.
3. NFT will be mailing postcards and will speak to all members.
4. In meeting with Clark, Paterson, Lee and Buffalo Construction Group, he continues to be satisfied

QZABS/Capital Projects

Mr. Giarrizzo informed the Board that we are currently looking at the maximum cost allowance for elementary schools. We have also met with a Kitchen Consultant for 79th Street School.

Mr. Laurrie informed the Board that the State has instituted a new “fast track” process for project review, for a sum. Mr. Giarrizzo explained the process. It will take 34-36 weeks if you go through normal channels. The fee to fast track is based on what your project is worth. The District’s would be \$25,650 and it is aidable.

Mrs. Dafchik of Clark, Patterson, Lee updated the Board as to the timeline of Phase One and Phase Two, after the voter referendum on December 12th.

Phase One (QZAB) - \$19.4M, includes site improvements, building envelope, interior doors, and interior finishes. The timeline is as follows:

Design Drawings	1/2018
State Agency Reviews	4/2018
Bidding	10/2018
Award Contracts	11/2018
QAAB Borrowing	12/2018
Construction Start	3/2019
Substantial Completion	10/2020

Mrs. Dafchik then reviewed pictures of some of the work that will take place. They are proceeding in narrowing down the scope of the work and also what is being done on the public relation side. We must receive 60 percent of the people voting yes to proceed.

Review of Agenda

A review of the Board Meeting agenda was held.

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

AGENDA REVIEW SESSION
November 16, 2017

PRESENT: Mr. Barstys, Mr. Vilardo, Mr. Paretto, Bishop Dobbs, Mr. Jocoy, Mr. Restaino

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Smeal, Mr. Massaro, Mr. Roscetti, Mrs. Glaser, Mrs. Manella, Mrs. Scirto, Mrs. Chille-Zafuto

Flexible Seating

Mrs. Nancy Scirto and Mrs. Angela Manella presented the Flexible Seating concept to the Board. She explained Flexible Seating offers students the choice of where they complete their classwork, as well as what position they would prefer their body to be in while tending to that work. The opportunity to make this choice is empowering to students and they learn how to identify the learning environment that is best suited to their needs.

Why this concept? Because the traditional model is not meeting the diverse needs of the population teachers currently serve. Young students, by nature, thrive with movement. They have not yet learned how to settle their body, while their mind continues to race with inquiry, imagination and wonder. Flexible Seating offers students the option to keep their body and brain working in unison, so that they are able to tend to task, complete quality work and grow both socially and academically.

Mrs. Scirto displayed types of flexible seating, and she noted regular desks and chairs are also provided. Mrs. Manella highlighted that the items provided for students have been self-funded by Mrs. Scirto or donated from staff members. Each seating option is introduced over several weeks after defining expectations. Expectations were clearly defined as follows: safety and proper use of seating (tools not toys) and location, tending to task and producing quality work, evaluating their choice for effectiveness and moving or changing their seat if need be and teacher intervention when necessary. Class meetings are held to evaluate seating options and adjust according to class/student need.

Based on the 2015-16 NWEA data in reading and math, Mrs. Manella provided an analysis of student progress prior to and after participating in Flexible Seating; after participating in the Flexible Seating the students showed no regression half the year. She also presented data showing how the concept addresses the special needs of students in reading and math; students exhibited significant growth between 2016 and 2017.

The Board asked if there is concern about when a student leaves the Flexible Seating concept and returns to the rigid traditional structure of the classroom. Mrs. Scirto stated the goal is to disburse this information to other teachers so the message is spread and the concept becomes an option to consider.

This information is now being shared with the staff at Maple Avenue School; colleagues are invited to observe Flexible Seating. The Board was asked to please be cognizant of the concept, as ordering occurs for new classrooms; this is a way to help meet the needs of many of the students. Specific request was made for five vestibular discs, which mimic the shape, texture and movement of an inflatable ball, but are a much safer option for young children.

Mr. Laurie asked if people are coming to see the classroom. Is it isolated? Will it catch on? Mrs. Scirto answered other teachers are interested and have observed the concept. There are some 2nd and 1st grade teachers with stools and camping chairs in their classrooms. Mrs. Chille-Zafuto commented on the students included in the data comparison. She shared the experience with a student and his non-verbal behavior which indicated a problem; seating was obtained to address his comfort level and his behavior has since improved.

Mr. Barstys noted at Niagara Academy a lot of students have challenging behavior and it, also, instituted an off balance seat on a pedestal that allows movement. It was a vestibular occupational therapy type effort; metal foot bars were replaced with Therabands.

Mr. Restaino expressed his appreciation for the information provided and asked to invite Mrs. Scirto and Mrs. Manella back to answer questions that may generate additional discussion.

Bishop Dobbs asked where students go if he or she is in their comfort zone and it is not working out. Mrs. Scirto answered the student will usually go to work at a table. The next day then they are able to choose again.

Mr. Vilaro asked if arguments occur over where a student sits. Mrs. Scirto answered negatively and explained in the beginning students try each option before making a selection.

Mr. Laurie suggested a videotape tour of the classroom to share with other teachers and the Board to get necessary resources. He also proposed a webcast through the TRC, a segment for the OSC and consideration for the three year old classes.

Capital Projects Update

In preparing for the capital projects and to encourage the support of the trade union leaders, Mrs. Glaser and the Construction Team compiled the number of jobs that will be created with the \$55 million projects:

- 7 Boilermakers
- 42 carpenters
- 22 electrician
- 5 elevator/escalator construction & modernizers
- 10 glaziers
- 15 insulation & asbestos workers
- 12 iron workers
- 30 laborers
- 10 masons
- 5 millwrights
- 7 op engineers
- 7 painters
- 25 plumbers and steamfitters
- 12 roofers
- 30 sheet metal workers
- 7 sprinkler fitters

That is a total of 246 jobs.

Fiscal Stress Requirements

Mr. Giarrizzo explained the System Basics of the Fiscal Stress Monitoring System implemented by the Office of the State Comptroller (OSC). It is a program to objectively identify issues with budgetary solvency—the ability to generate enough revenue to meet expenditures—for each county, city, town, village and school district. The System analyzes the financial information submitted to OSC by local governments against a set of uniform financial and environmental indicators.

Financial Indicators include:

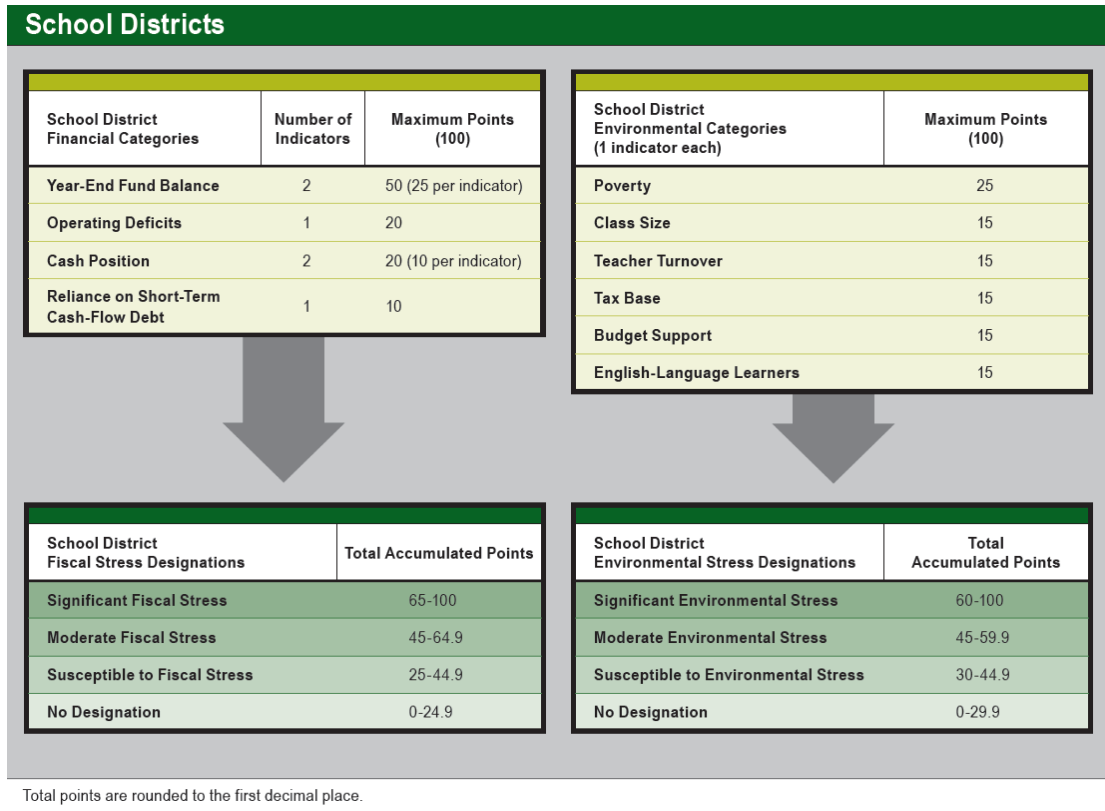
- Year-End Fund Balance (Indicators 1 & 2: Unassigned Fund Balance, Total Fund Balance)
- Operating Deficits (Indicator 3)
- Cash Position (Indicators 4 & 5: Cash Ratio, Cash as Percent of Monthly Expenditures)
- Reliance on Short-Term Cash-Flow Debt (Indicator 6)

Environmental Indicators include:

- Poverty (Indicator 2: Percent of Households with Public Assistance)
- Class Size (Indicator 2: Common Branch Class Size)

- Teacher Turnover (Indicator 3: Turnover Rate of All Teachers)
- Tax Base (Indicator 4: Change in Property Value)
- Budget Support (Indicator 5: Budget Vote Approval Percent)
- English-Language Learners (Indicator 6: Percent of English Language Learners)

A gradation is given in each category adding to 100; the higher the score the more stress.



The System uses three categories of stress. They are the same for both the financial indicator and the environmental indicator results: Significant Stress, Moderate Stress and Susceptible to Stress. In addition to those noted above, there are three additional classifications reflecting other possible scenarios:

- No Designation – for entities whose score results are below the established thresholds for one of the three stress categories.
- Inconclusive – for entities that did file financial data but still have significant unresolved issues associated with that data, as of the snapshot date.
- Not Filed – for entities that either did not submit their annual financial reports (each of the past three years) or did so very late (after the snapshot date)—well after the opportunity to be properly evaluated and scored has passed

Numbers will come out in the first quarter of 2018.

Bishop Dobbs asked if there is a penalty for the rating. Mr. Giarrizzo stated no, but when the District goes to borrow for QZAB, there may be reference to a number and question as to how the District is addressing the factors.

Mr. Laurie stated the District's financials are strong due to the working of the Board.

The District is now feeling the effects of Hurricanes Irma and Maria with students from Puerto Rico relocating to the area.

Review of Agenda

Short Term Contracts:

The first four contracts are funded through the Family Community Engagement Grant for the mentoring of minority students

The remaining four contracts were for the Celebration of Literacy; authors of children's books came to the District to read his/her book to the students. The cost ranged from \$1,000- \$1,250.

Item 6.01 – Receipt of Gift: Occidental Chemical Corporation - \$2000 for STEM,

Item 6.02 and 6.03– Appointment of election inspectors and additional election inspectors for the public referendum.

Item 6.04 – Approval of Agreement: Niagara County for use of ballot marking device voting machines for the special election/public referendum.

Item 6.05 – Approval to provide alumni information to the N.F. Education Foundation – for updating of the directory.

Item 6.06 – Acceptance of Funds: Teacher Resource Center - \$62,500 for teacher training and resource work.

Item 6.07 – Acceptance of Funds: Title I School Improvement - \$420,000 was received as result of our seven Focus Schools. Funds pay for PD, after school programming and the five-week summer program, which the District will continue in 2018. Mr. Carella is the administrator for this grant.

Mr. Laurie noted Mrs. Capone is nearly complete with the Assessment Office's analysis of the 500 students who went to the Extended Learning Program last summer to determine the students' growth, if he or she remained the same or experienced regression. It is preliminary but positive to note that close to 70% of students have maintained or moved forward and showed no regression.

Item 6.08 and 6.09 – Approval of Contracts – For correction to contracts passed at the Reorganization Meeting in July: 1) The Summit Center (\$15,000) – the hourly rate was raised from \$150 to \$195 and 2) Aries Transportation Services for transportation for high needs special ed students; provides transportation and one-on-one nursing services at half the cost.

Item 6.10 – Approval of Contract: Cengage Learning - for on-site instructional coaching services for special ed. programming. We were \$750 short of what was expected. Mr. Massaro has also added termination clauses.

Future Meetings: The December Review Meeting has been moved to Wednesday, December 13, the same night as the Statutory Meeting, when results of the capital projects referendum will be approved. The year will conclude with the December 21 meeting and discussion about capital projects and other topics (success of summer programs, unified sports program, bowling in the winter and basketball in the spring, and the AP Government students' civic project.)

Personnel Reports:

Certificated: Additions since the November 9 meeting: Item IV #3 – Parent and Family Engagement Activities appointment and revision to a Schedule F appointment (.5 to 1.0) .

Classified: Additions since the November 9 meeting: Temporary appointment of a Safety Officer districtwide for various absences and an involuntary transfer of a Safety Officer districtwide from the CEC to LaSalle Prep. School.

Superintendent's Report:

During the Hazmat incident at Wegman's last month, the District conducted a Shelter In Place drill; the air handlers were shut at three schools in the adjacent area. Today, through the Police Chief, the District was informed of an incident on Willow Avenue and practiced a Shelter In Place at Hyde Park, which went smoothly. The suspect was apprehended. There was no significant danger; the incident last approximately 15 minutes.

Niagara Falls Memorial Medical Center held a press conference today regarding the revitalization of homes in its area and the sale of the South Junior property and the former Board of Education Administration Building. The District was acknowledged for its involvement and sitting on the committee.

Voter Registration Day is Monday, November 20.

Saturday, November 18 at 3:30 p.m. I will be reading with children; there are usually 30 families that participate. Spike the Wolverine will also participate and arts and crafts will be offered.

The District has received nine prep and high school level students from Puerto Rico as result of the last two hurricanes.

Compliments to the NFT and students getting ready for the Annual Firefighter Telethon and Toy Fund. Students were successful selling logos to elevate spirit of the event.

The Governor invited the District to participate in his press conference today to announce award of the \$500,000 Empire State Advantage funds to Maple Avenue, 79th St., G J Mann and Cataract Elementary for after school/summer programming. Staff are discussing the possibility of offering programs during spring recess.

I have a lot to be thankful for: this great school district, my job and being part of this organization. Happy Thanksgiving!

Board members' Comments:

Mr. Jocoy – Very Happy Thanksgiving to everyone.

Mr. Paretto – Happy Thanksgiving. Just want everyone to know how important it is to pass this capital improvement. Mr. Laurrie spoke earlier about jobs possibly up for hire, and the important thing is, yes, we are in charge of education and taking care of kids and employees but to do what we are doing it is very important of whoever is left to pass this \$55 million project and get this off the ground. Some folks didn't have a good 12 months passed in union halls and as citizens. This is an opportune time to get kids to apprentice programs and to go to work now, if passed. We are affecting a better way of life, and I am proud to be part of it and putting Niagara Falls back to work. Three hundred jobs is so important after factories and plants close; I just wish it was longer term. Please know how important it is to get out to vote.

Mr. Barstys – I would like to congratulate Mr. Laurrie on his degree and the \$500,000. Have a blessed Thanksgiving.

Bishop Dobbs – I would like to congratulate all the students on a wonderful job and obtaining a perfect score; it is phenomenal. Congratulations, too, to the staff and teachers, on all the hard work. Have a very nice Thanksgiving holiday and be safe and enjoy your families.

Mr. Restaino – I am hoping that in the not too distant future we can revisit Policy 3120. I was engaged in conversation with Judie as we were looking at what we are doing and wondering what type of effort we had to be able to publish what we are doing, hence the policy and restriction on what we can and can't accomplish. We are trying to be more technological, so hope to revisit this. Happy Thanksgiving. Thanks for all the hard work and to the staff, you do a great job. Have a good evening, too.

Mr. Vilaro – 1) I was contacted by Mr. Biggerstaff of the Small City Schools Association regarding sitting on a committee for the Maisto lawsuit money. Mr. Laurie cannot attend, so I was asked to fill in for him. With your approval I will sit on the committee. Mr. Laurie stated it is important to have Board representation, too, as it has been all superintendents represented, it is good to have a board member representing the District. 2) On the December agenda I would like to see naming of streets surrounding NFHS sports complex. 3) I commend the students and staff on awards tonight; kids' eyes light up as they are recognized. Happy Thanksgiving.

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

NOVEMBER 2017 MEETINGS - MINUTES

DATE: November 9, 2017

KIND OF MEETING: Board Review Session

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

CALL TO ORDER: The meeting was called to order by President Vilardo at 5:30 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass (6:15), Mr. Cancemi, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino (6:15), and Mr. Vilardo

MEMBERS ABSENT: Mr. Jocoy (*excused*)

STAFF PRESENT: M. Laurie, R. Carella, J. Giarrizzo, R. Granieri, M. Massaro, A. Massaro, J. Roscetti, E. Smeal

TOPICS OF DISCUSSION:

The following topics were presented and discussed. No official action was taken ([*notes of the work session are available.....Boarddocs Library/General*](#)).

- QZABS/Capital Projects – *Mr. Giarrizzo/Clark Patterson Lee*
- Review of Agenda Items for the November 16, 2017, Regular Board Meetings – *Mr. Laurie/Mrs. Dumas/Ms. Massaro*
- Healthy Behaviors – *Mr. Laurie*

BOARD REVIEW SESSION ADJOURNS

November 9, 2017, Board Review Session was concluded; no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

Linda Hohmann
Note Taker

This meeting was not tape-recorded

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

DATE: November 9, 2017

KIND OF MEETING: Public Hearing – Healthy Behaviors

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

CALL TO ORDER: The meeting was called to order by President Vilardo
at 6:30 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: Mr. Jocoy (*excused*)

STAFF PRESENT: M. Laurrie, R. Carella, J. Giarrizzo, R. Granieri, M.
Massaro, A. Massaro, J. Roscetti, E. Smeal

COMMENTS BY THE SUPERINTENDENT OF SCHOOLS

Mr. Laurrie addressed the Board and community with an opportunity to speak and address the Board of Education about an issue that has been a topic of discussion for the last 18 months – Healthy Behaviors and a Comprehensive Health Plan in Niagara Falls. The District conducted a Behavior Survey, which was professionally scored. It became quite apparent that we needed to take a strong look at this. On April 22, 2017, a group of students approached the Board, in a professional manner, that they wanted more education regarding this topic. Mr. Laurrie was charged with the task of putting together a comprehensive health education plan. He has since held a number of subsequent meetings to have public feedback and public commentary. Mr. Laurrie then took a moment to review the plan that the District is outlining and stated that it will take continued work on behalf of the staff and community for this to work. He noted the following”

- Mr. Laurrie will ask the Board in December to add a health teacher to the elementary schools to work with 5th and 6th grade students.
- Change from Abstinence Only to Abstinence Plus.

COMMENTS BY THE SUPERINTENDENT OF SCHOOLS (cont'd.)

- Outside partners – developmental appropriate, supplemental services, Native American Services, Planned Parenthood,
- To allow the presence of a mobile health van staffed by a certified Doctor and Nurse, starting at NFHS. Provide primary health care and family planning information.
- Asking the Board to allow a Dental unit available to all eight elementary schools.

Comments from October 19th Forum

- Reject notion that we are encouraging more sex.
- It is our job because we are not keeping enough students in school.
- You need to fix the families first.

PUBLIC COMMENTS

The following persons spoke at the Public Hearing on Healthy Behaviors.

Charlie Harris
2237 Ontario Avenue
Niagara Falls

Keilana Agee
732 - 20th Street
Niagara Falls

Dymond Howell
1335 Niagara Avenue
Niagara Falls

Che'Kya Moore
2219 Pierce Avenue
Niagara Falls

Gary Boisclair
2152 North Avenue
Niagara Falls

Mia Maye
2902 Seneca
Niagara Falls

Adam Hamilton
2440 Pierce
Niagara Falls

Olivia Adams
1857 Ontario Avenue
Niagara Falls

Madison DalPorto
1917 Champlain Avenue
Niagara Falls

Elizabeth Boyle
460 – 80th Street
Niagara Falls

PUBLIC COMMENTS – LETTERS

Mr. Laurrie would like to ask that the following letters of those that couldn't attend but would like their comments for the record

Rodney Alaimo
Lewiston

Truths about NFCSO's proposed sex-ed program and our kids

Despite pressures from outside influences that likely stand to profit from our possibly misguided decisions, our Niagara Falls Schools don't have "out of control teen pregnancy." One of those decisions may be the instituting of condom-based sex education. But before any final decision is made, we need to understand the following truths.

First, let it be known that sex-ed was indeed implemented in the NFSD in the late 1990s and early 2000s, when the district had its highest teen pregnancy rate. By 2003, NF had 240 teen pregnancies.

Fortunately, authorities had the wisdom and knowledge to jettison those ineffective programs, offering Abstinence-based Education, or what it is presently labeled as Sexual Risk Avoidance programs (SRA) instead. In years subsequent to the jettison, teen pregnancy has decreased dramatically. In fact, by 2015, the NYS Health Department reported that teen pregnancy has decreased to 94 pregnancies, with 52 of those pregnancies being girls between the ages of 15 to 17. When you compare numbers to year 2003, 82 girls ages 15-17 were pregnant. The NF school system should be given some credit for then addressing teen pregnancy effectively, focusing on teen behaviors and outcomes for most of their students instead of on a relative few of them.

Secondly, how do we compare with other school districts?

According to NYSDOH, Buffalo, Rochester, Syracuse, Albany, Schenectady, Utica, Binghamton and Newburgh either had more pregnancies or a higher pregnancy rates than Niagara Falls!

Buffalo which teaches CSE in their classrooms had both numbers and rates that exceed those of Niagara Falls. Is this what you want for your child?

Thirdly, new findings dated September 14, 2017 by The Institute for Research & Evaluation: Comprehensive Sex Ed Not Working in U.S. Schools, shows that CSE programs show far more evidence of failure than success. Their summary of their key findings were:

- **Teen Pregnancy:** Only one of the 40 school-based CSE programs evaluated by the 60 studies reported a reduction in teen pregnancy, but that effect was short term, and a subsequent study in a different location found the same program actually increased pregnancy rates.
- **STD Prevention:** None of the school-based CSE studies demonstrated a reduction in teen STDs.
- **Teen Abstinence:** Although 4 of the 60 school-based CSE studies reported 12-month increases in teen abstinence, 12 other studies of the same programs found no such positive effects and 1 negative effect.
- **Consistent Condom Use:** None of the school-based CSE programs showed effectiveness at increasing consistent condom use by teens.
- **CSE's Intended Dual Benefit:** None of the school-based CSE programs showed success at achieving the purported dual benefit of the "comprehensive" strategy—increasing both teen abstinence and condom use within the same teen population. No program produced sustained effects on both outcomes.
- **Negative Effects:** Five of the 40 school-based CSE programs evaluated by these 60 studies produced significant negative effects (i.e., increases in sexual initiation, recent sex, oral sex, or pregnancy) for the target population or a substantial subgroup of teens.

Our children's issues are not sex-education, but character education-based, an issue that CSE programs don't address. Sexually active kids get pregnant and STD's, abstinent kids don't.

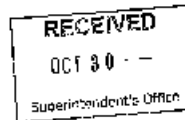
The challenge is in addressing why young students hook-up. Words like "safe-sex" and "risk reduction" encourages them to do so, while character-based programs "eliminate risks."

Sexually active youth are more subject to dating violence, drug and alcohol abuse, academic problems and depression. Can CSE programs address those behavioral concerns? No.

PUBLIC COMMENTS – LETTERS (con't.d)

Annaliese Hirsch
Senior - St. Mary's High School

Annaliese Hirsch
122 Tampa Dr.
Buffalo, NY 14220



10/20/17

Mark Laurrie,
630 66th Street
Niagara Falls, NY 14304

Dear Superintendent Mark Laurrie,

My name is Annaliese Hirsch and I am a senior at Saint Mary's High School, located in Lancaster, New York. I am in an AP Government class, and for this class we are required to choose a public policy issue and take a stance on it. My topic is Sexual Education.

I am writing to you to say that I agree with your proposition to expand Sex Ed. and to change the curriculum from abstinence-based to more of preparation-based class. I think this is a very smart idea and I wish that this attitude towards the subject would expand to other areas.

Thank you for bringing attention to this topic. I am glad that someone has taken a step in fixing the issue instead of assuming abstinence-based curriculums will work when statistics prove against it. Is there anything that I can be doing in my community to be supporting this idea? If so, please write a response. I would like to see an expansion in this education since I am a teenager myself and I think that it is very important to educate instead of turning a blind eye.

Thank you for your time and consideration.

Sincerely,

Annaliese Hirsch

Annaliese Hirsch

PUBLIC COMMENTS – LETTERS (con't.d)

Patricia Boisclair

Teacher - NFCSD

Email to Superintendent and Board Members

Through Jesus, Mary, and Joseph

To Mr. Laurrie and the Gentlemen of the Board of Education:

Unfortunately due to parent- teacher conferences and my duty as a mother, I am unable to attend the meeting this evening. However, I wanted my voice to be "heard."

For many reasons I am passionately against this proposed sex education curriculum.

As a teacher, it is vitally important to me to teach children the truths of any subject, sex education is no different.

For starters, I am opposed to asking students their opinions about this topic and how they ought to be educated in the classroom. The rational part of the human brain is not fully developed until a person is between ages 23-25. These students that are weighing in on the subject are no more than 18-19 years old. Just as we don't ask them how they should be educated on other subjects or disciplined etc. we ought to take up the responsibility and educate our students properly in this area after we do careful and deliberate research on this topic. We cannot just fall into the same old Planned Parenthood ideals. They do not work.

I have heard many criticisms of the abstinence only program that "we" in the NFCSD supposedly have employed over the years. My perspective is that, if we had an abstinence only program, we executed it very poorly. We cannot have a speaker in the classroom periodically and claim to be teaching abstinence only. If we are to be successful in this type of program, we need to jump head long into a tried and true program. *Sex Respect* by Colleen Mast is just the sort of program we need in our schools. Other than teaching students to say no to sex, this program instills dignity and self-respect that many of our students are lacking. It is a comprehensive 12 chapter book that students could use during a semester long study.

Along with this *Sex Respect* program, we need student support groups. Staying chaste in our culture is very difficult even for the most steadfast of mind and heart. We need an after school club or an on-line forum where students receive encouragement for their decision to wait to have sex.

In one of the recent articles published in our school news, it was stated: *"Teach 'abstinence plus' sex education, which includes information on family planning and contraception.In no way is the District encouraging or condoning sexual activity among youth. By providing accurate information, we believe students will be empowered to make better choices and healthier choices."* You must realize that you are indeed encouraging and condoning sexual activity if you teach "family planning" (aka abortion) and contraception

PUBLIC COMMENTS – LETTERS (con't.d)

Patricia Boisclair
Teacher - NFCSD

in the classroom. We as adults cannot send students mixed messages which is exactly what we would be doing if we say, you should wait, but if you don't here are some contraceptives to utilize. Gentlemen, I urge you to read *Strong Fathers, Strong Daughters* by Dr. Meg Meeker, a pediatrician. (I thank you Mr. Laurrie for taking time out of your busy schedule to read this book at my recommendation.) In this eye opening book she illustrates many cases of children she has encountered in her profession regarding this exact issue. Children have come to her confused about the mixed messages adults in their lives give when it comes to sex. We have to be the strong voice of reason for these children encouraging them to wait. Telling them it *is* possible to get through high school without giving in to peer pressures to have sex.

Gentlemen, we never mince words in our schools when it comes to drugs or cigarette smoking. We never tell students if you are going to smoke, be sure to use filtered cigarettes....we never teach students that if they are going to shoot up, be sure to use a clean needle. Gentlemen, this issue is just as important, just as serious. We cannot mince words. We cannot send mixed messages.

Finally, I want to bring your attention to the poor idea of involving Planned Parenthood into the education of our most precious resources, our students. Planned Parenthood targets minorities. In a day-in-age where we are fighting for racial justice it is unthinkable to bring a group into our schools who are racially hateful. Planned Parenthood also only cares about their bottom line. They do not care about people, they care about money. If you are curious about this information, I urge you to read *Unplanned: The Dramatic True Story of a Former Planned Parenthood Leader's Eye-Opening Journey Across the Life Line*. Abby Johnson worked at a large Planned Parenthood abortion facility for many years under the guise of helping women, until finally one day during a meeting she learned the truth....PP only cares about the money they receive from abortions.

If our local statistics say that 42% of high school students are sexually active, that means that 58% are not sexually active.

If we have the highest pregnancy rate in WNY, that means our girls are opting to carry their babies to term and choose life!

If we encourage things like abortion and contraceptives, we have put our young ones on the course for increased mental health issues and cancers in the future. Research effects of abortion and chemical contraceptives.

I have many ideas of how to implement better abstinence programs in our curriculum. Please I beg you, think of our students, their futures and teaching them the truth.

Thank you for your time!

COMMENTS BY THE SUPERINTENDENT OF SCHOOLS (cont'd.)

Mr. Laurie then stated that whether you agree or disagree with the speakers, I appreciate your respectfulness at adhering to the ground rules. Mr. Laurie met with the NFHS Administrative Team today and shared his thoughts: "if anyone tells you that Niagara Falls students aren't smart, thoughtful, poised... I tell the community there are no finer, and I take that with enormous pride and I'm very proud of you as young people."

ADJOURNMENT

The Public Hearing (Healthy Behaviors) was adjourned at 7:45 p.m. on the motion by Mr. Barstys, seconded by Mr. Restaino; approved unanimously by those present.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

Linda Hohmann, Clerk Pro Tem and Note Taker

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

DATE: November 16, 2017

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.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Nicholas Vilardo.

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

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: Mr. Bass, Mr. Cancemi, and Mr. Petrozzi (*all excused*)

STAFF PRESENT: Mark Laurrie, Maria Massaro, Rebecca Holody, Richard Carella, Angelo Massaro, James Roscetti, Earl Smeal, Ray Granieri, and Judie Glaser

ARS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Flexible Seating – *Mrs. Nancy Scirito/Mrs. Angela Manella*
- Capital Projects Update – *Mr. Giarrizzo/Mrs. Glaser*
- Fiscal Stress Requirements – *Mr. Laurrie/Mr. Giarrizzo*
- Agenda Review – November 16th Regular Board Meeting – *Mr. Laurrie/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 President Vilardo at 7:00 p.m. All Board members were present with the exception of **Mr. Bass, Mr. Cancemi, and Mr. Petrozzi.**

CLERK PRO TEM

It was approved unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Barstys that Mrs. Linda Hohmann serves as Clerk-Pro-Tem in the absence of District Clerk Ruthel Dumas.

ORAL COMMUNICATIONS – Special Presentations - Recognition of Students and Outstanding Staff

Mr. Laurrie recognized the achievement of the following students as well as the outstanding services of District staff. All were applauded for their accomplishments and respective services.

Perfect Score Awards Ceremony 2017 Grades 3-8 NYS ELA and Math

Students

Alexandra Ventry
Ariana Cassick
Vincent Lodovico
Kaitlynn Brockett
Skyler Aydelotte

&

Recognition of Outstanding Staff

Staff

Denise Claps
Bob Corsaro
Bryan Rotella

ORAL COMMUNICATION – *None*

WRITTEN COMMUNICATIONS – *None*

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Bishop Dobbs seconded the motion.

October 2017 Board Meetings

10/19 BRS (Board Review Session)

10/19 Special Meeting

10/26 ARS/Regular Meeting

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

BUDGET TRANSFER #4

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #4. Bishop 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 \$174,521.16 among the following fund, function, object, and location codes:

General Fund:	\$ 152,172.16
Special Aid Funds:	\$ 22,349.00

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

BIDS

None

TREASURER'S REPORT

The Treasurer's Report for September 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for November 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

The following Certificated Report, Items I through VI was **approved** as follows on the motion made by Mr. Restaino, seconded by Mr. Paretto:

I.	<u>RESIGNATION</u>			
	<u>NAME</u> Michael F. Lewis	<u>POSITION/LOCATION</u> School Psychologist	<u>YEARS OF SERVICE</u> 13 years 4 months	<u>EFFECTIVE DATE</u> November 1, 2017
II.	<u>PROBATIONARY</u>			
	<u>NAME</u> Bryan Rotella	<u>POSITION/LOCATION</u> School Psychologist Central Office	<u>SALARY/ACCOUNT CODE</u> F2103.138.007.6318 (.26)	<u>EFFECTIVE DATE</u> November 17, 2017 end date November 16, 2021)
III.	<u>REGULAR SUBSTITUTE</u>			
	<u>NAME</u> Mary J. Kofahl <u>S</u>	<u>POSITION/LOCATION</u> Teacher Music Cataract (.5) Niag St. (.4) Kalfas (.1) (Angela Frommert)	<u>SALARY/ACCOUNT CODE</u> \$51,390 Step 5--30M A2110.120.057 (.5) A2110.120.061 (.4) A2110.120.059 (.1)	<u>EFFECTIVE DATE</u> November 13, 2017 (NTE June 30, 2018)
IV.	<u>SCHEDULE B</u>			
1.	<u>PARENT EDUCATION EVENTS – LPS – NTE 160 HOURS FOR THE GROUP – F2103.140.050.0118 / F2103.149.050.0118 / A2020.140.050</u>			
	Lisa Adams-Dobrasz	Alisha Battaglia	Nicole Bilson	John Briglio
	Eda Buzzelli	Kim Campana	Linda Cessna	Ashley Chambers
	Marianne Clingersmith	Cari Dubois	Elizabeth Fagiani	Renwick Feagin
	Maria Fiore	Angela Frommert	Monique Gazy	Marissa Gee
	Megan Glasser	James Hutchinson	Robert Jagow	Timothy Johnson
	Chithra Kandaswami	Carleen Krysa	Christopher Kulbago	Jessica Kulbago-Onevelo
	Michael LeBlanc	Giannina Lucantoni-Slepian	Cassandra Lutey	Michael Mansour
	Anne Mardon	Michael McGrath	Julie McIntyre	Nadezda Mease
	Julia Meyers	Suzanne Miller	Maria Murgia	Jolene Nearhood
	Laurel Nolan	Paula Placek	Nicholas Ruffolo	Dawn Secic

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

IV. SCHEDULE B (cont'd.)

1. PARENT EDUCATION EVENTS – LPS – NTE 160 HOURS FOR THE GROUP – F2103.140.050.0118 / F2103.149.050.0118 / A2020.140.050 (Cont'd.)

Joseph Tiberi	Jocelyn Touma	Rashad Williams	Edward Wisniewski
Peter Yarussi	Mary Young	Amanda Zona	

2. PARENT AND FAMILY ENGAGEMENT ACTIVITIES – G J MANN – NTE 20 HOURS FOR THE GROUP F2103.140.067.0118

Caterina Antonacci	Deborah Blanchard	Briana Bolea	Lisa Bolea
Johanna Bolender	Carlos Bradberry	Amy Burkestone	Tammy Capatosto
Edward Carlo	Lisa Carruthers	Jennifer Castellani	Marissa Chapman
Carrie Cino	Laura Collier	Nicola Condino	Deanna Cudahy
Kary Dobbs	Mary Harris	Aaron Jocoy	Bonnie Kane
Laura Kashishian	Michael Kineke	Lori Knapp	Patricia Krolewski
Michael Kurilovitch	Christine Marrone	Linus McDonough	Ronni McGrath
Scott Misterkiewicz	Michelle Pirolli	Mary Pogel	Nancy Porto
Margaret Rhodes	Marissa Rogers	Joseph Sarkees	Shannon Savage
Linda Silvestri	Caren Stevens	David Tirabassi	Rhonda Vekich
Joanne Washcalus	Karen White	Thomas Zafuto	

3. PARENT AND FAMILY ENGAGEMENT ACTIVITIES – KALFAS – NTE 3 HOURS FOR THE GROUP F2103.140.159.0118

Geraldine Koch

4. ATHLETIC PLACEMENT PROCESS TESTING – NTE 16 HOURS – A2855.140.025

Robert Augustino

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

IV. SCHEDULE B (cont'd.)

5. ADDITIONS: POSITIVE BEHAVIOR / RESTORATIVE JUSTICE COMMITTEE – NSS – NTE 63 HOURS FOR THE GROUP – A2280.140.007

Tina Ligammare

6.	Richard Clark	Teena Clark	Maria Murgia	Susan Spencer
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7. ADDITIONS: NFHS – PARENT GROUP MEETINGS – NTE 24 HOURS FOR THE GROUP – F2103.140.007.0918

Goldie Burton	Mia Crumpton	Kathryn Fadel	Ebone Rose
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8. Annette Baumgarden

C400. MAXSCHOLAR CURRICULUM COORDINATOR (ELEM./21ST CENT.) - NIAGARA ST - NTE 60 HOURS PER GROUP F2103.140.098.2318

Rina Dunlap

C402. MAXSCHOLAR CURRICULUM COORDINATOR (ELEM/EMPIRE) – 79th ST. - NTE 60 HOURS PER GROUP - F2103.140.098.9718

Jamie Pero

ES1.	Christina Morinello	Ashely Rotella
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ES2.	Cheryl LaBelle	Joni Ann Orfano	James Zacher
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ES4.	Casey Harrison	Barbara Martin	Lisatta Reid
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ES5.	Kathryn Barto	Amy Heist	Sarah Ruffolo
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. SCHEDULE B (cont'd.)

EX3. ADDITIONS: EXTENDED DAY PROGRAM – NFHS – (10/02/17 – 12/22/17) – NTE 525 HOURS FOR THE GROUP – F2103.131.007.6618

Christa Ciccone

Jessica Collins

Robert Touchette

K1.

Rebecca Tantillo

IMS100.

Ken Krieger

N1.

Corey Bley

James Donoghue

NFHS400.

ADDITIONS: ALGEBRA 1 CIRCLE OF LEARNING – NFHS – NTE 100 HOURS FOR THE GROUP – F2103.140.098.0318

Alexandria Porter

T102.

ADDITIONS: EXTENDED LEARNING TIME – KALFAS – NTE 150 HOURS FOR THE GROUP – F2103.140.098.0318

Danielle Dionne

Lauren Falsetti

Linda Johnson

Domenica Kutis

Stan Mack

Rachelle Showers

Rebecca Tantillo

T105.

ADDITIONS: EXTENDED LEARNING TIME – GJ MANN – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0118

Briana Bolea

Laura Collier

Margaret Rhodes

Karen White

T106.

ADDITIONS: EXTENDED LEARNING TIME – CATARACT – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0318

Corrina Scozzaro

Kimi Watroba

T107.

EXTENDED LEARNING TIME – 79TH STREET SCHOOL – NTE 90 HOURS FOR THE GROUP – F2103.140.098.0318

Robert Aulet

Lyndie Granto

Lynn Pasek

Yolanda Williamson

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

V. SCHEDULE C WINTER COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Karyn Morrison	Assistant Unified Bowling	\$1759.50 Step 1
Stan Wojton	Varsity Unified Bowling	\$1759.50 Step 1

WINTER SUPPORT STAFF APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – \$50.69/PER DAY – NTE 30 EVENTS – A2855.141.098

Mia Bianco	Martin Campbell	Bryan DeVantier	Kasey Dixon
Brian Dowsey	Vicky Drylewski	Louise Dunning	Richard Dunning
Mark Edwards	Leslie Ellis	Thomas Filosofos, Sr.	Anne Marie Fowle
James Hutchinson	Betty Ivancic	Kaitlyn Jensen	Edward Kladke
Michael Kurilovitch	Teresa Kurilovitch	Carol Lucas	Gloria Mayes
William Mayes	Kelly Maynard	Eric Olander	Kelly Perri
Michele Pryor	Joseph Rizzo	Danae Robertson	Frank Rotundo
Nicole Granto-Sheehan	Mark Teoli	Daniel Weiss	Rasheen Wilson
David Zona			

VI. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018

1. NFHS – A2110.141.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Vitello	1.0	Choral, Musical Productions	\$1372

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

VI. APPOINTMENTS SCHEDULES D, E, F, G (Cont'd.)
SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 (Cont'd.)

2. MAPLE AVE – A2110.141.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Romel Griggs	.5	Fitness Club	\$279

3. ABATE SCHOOL – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Elizabeth Colangelo	1.0	Basketball Club	\$558

4. RECISION: ABATE SCHOOL – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Andrew Fisher	.5	Drama Club	\$279
Kristen Martell	.5	Set & Design Club	\$279
Annmarie Melloni	.5	Set & Design Club	\$270
Mary Kay Reygers	.5	Drama Club	\$279

A. SCHEDULE E – LUNCH DUTY – 2017 – 2018

1. ABATE – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Catherine Touma-D'Angelo	1.0	Lunch Duty	\$2989

B. RECISION: SCHEDULE E – LUNCH DUTY – 2017 – 2018

1. ABATE – A2110.141.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christopher Murgia	1.0	Lunch Duty	\$2989

C. REVISION: SCHEDULE F – DEPARTMENT CHAIRPERSON – 2017 – 2018

1. GASKILL PREPARATORY SCHOOL – A2110.141.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Diane Tunnicliff	1.0	Special Education	\$3587

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

PERSONNEL REPORT--CLASSIFIED STAFF

The Classified Report, Items I through IX was **approved** unanimously on the motion made by Mr. Restaino, seconded by Bishop Dobbs.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Keith Luzier	Custodian LPS	30 years 11 months	December 29, 2017
Carol Manzell	Secretary I Niagara St. School	20 years 1 month	November 29, 2017
Diane Trethewey	School Monitor Lunch 3 hrs. Abate	37 years 5 months	June 30, 2017

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Regina Walker	Phys. Ed. Associate 6.5 hrs. NFHS	20 years 9 months	November 6, 2017

III. PROMOTIONAL/PROVISIONAL APPOINTMENTS

	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
1	Wendy Tedesco <u>R</u>	Secretary II Assessment Office \$48,794 Step 4 w/Longevity A2020.164.006	Secretary III Business Office \$52,774 Step 2 w/Longevity A1310.164.003	November 20, 2017

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

IV. TEMPORARY APPOINTMENTS

<u>NAME:</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
William Lutey	Safety Officer Districtwide (various absences)	\$25,181 Step 1 A2110.169.098	November 20, 2017

V. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1621.162.067	December 1, 2017 – December 31, 2017
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1621.162.052	December 1, 2017 – December 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1621.167.052 (.6) A1621.167.015 (.4)	December 1, 2017 – December 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$31,669 Step 2 A1621.167.060	December 1, 2017 – December 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1621.167.045	December 1, 2017 – December 31, 2017
Sherri Huff	Porter Maple (Mark Palmer)	\$39,340 Step 1 w/Longevity A1621.162.060	December 1, 2017 – December 31, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1621.167.016	December 1, 2017 – December 31, 2017
Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1621.167.067	December 1, 2017 – December 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1621.167.016	December 1, 2017 – December 31, 2017
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1621.162.015	December 1, 2017 – December 31, 2017
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1621.162.015 (.5) A1621.162.052 (.5)	December 1, 2017 – December 31, 2017
Nathan Smith	Cleaner 7 Hours District-Wide – Niagara Street (Maria Carella)	\$31,025 Step 1 A1621.167.061	December 1, 2017 – December 31, 2017

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

V. EXTENSION OF TEMPORARY APPOINTMENTS (Cont'd.)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1621.167.045	December 1, 2017 – December 31, 2017
Bertha Travis	School Office Support Clerk Purchasing	\$27,515 Step 1 (pro-rated) A1345.164.008	December 1, 2017 – December 31, 2017
Daniel Tunnidcliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1621.162.058	December 1, 2017 – December 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$32,314 Step 3 A1621.167.050	December 1, 2017 – December 31, 2017

VI. INVOLUNTARY TRANSFER

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Connie Worthington	Safety Officer Districtwide CEC	Safety Officer Districtwide LPS	November 20, 2017

VII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
C Earl Smeal	Energy & Procurement Specialist Finance (Probationary)	Energy & Procurement Specialist Finance	December 21, 2017
Taylor Fleming	Pre-K Associate 5.5 Hours Niagara Street (Probationary)	Pre-K Associate 5.5 Hours Niagara Street	January 1, 2018
Jessica Cartonia	Pre-K Associate 5.5 Hours Niagara Street (Probationary)	Pre-K Associate 5.5 Hours Niagara Street	January 1, 2018
Katherine Luero	Asst. Child Care Associate 6 hrs. Cataract (Probationary)	Asst. Child Care Associate 6 hrs. Cataract	January 1, 2018

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>
Denise Claps	Sr. School Monitor 6 Hours G J Mann	(without pay)	Revised Dates: September 1, 2017 - NTE June 30, 2018
Tami Roscetti	Food Service Helper 3 Hours NFHS	Personal (without pay)	Revised Dates: May 1, 2017 – December 1, 2017

IX. ADDITIONAL HOURS

A. PARENT EDUCATION EVENTS – LPS – NTE 12 HOURS FOR THE GROUP – F2103.178.050.0118

Louisa Fasciano	Karen House	Marchica Robinson
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B. PARENT AND FAMILY ENGAGEMENT ACTIVITIES – G.J. MANN – NTE 10 HOURS FOR THE GROUP – F2103.177.067.0118

Julia Beccari	Austin Bouche	Maria Ganczewski
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The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

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

WHEREAS, The Committee on Special Education met on September September 27, October 3, 11, 12, 17, 18, 19, 23, 24, 25, 26, 27, 31, November 1, 6, 7, 8, 9, 2017 for the annual review of special education students and October 12, 13, 19, 23, 24, 25, 26, 27, 30, November 2, 6, 7, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached [\(BoardDocs, see "Meetings", 2017, 11/16/2017, 4, 4.08\)](#) recommendations made by the Committee on Special Education for the 2017-2018 school year.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

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

WHEREAS, The Committee on Pre-School Special Education met on October 26, 31, 2017 to review and initiate the placement of preschool students with disabilities, and

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 [\(BoardDocs, see "Meetings", 2017, 11/16/2017, 4, 4.09\)](#) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2017-2018 school year.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

SHORT-TERM CONTRACTS

The following Short-Term contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Cheryl Herman 353 Brentwood Drive Youngstown, NY 14174	Workshop – Poverty Simulation	\$50 per hour for 5 hours = \$250	September 29, 2017	Karen Waugaman	Maria Massaro 10/17/17 Mark Laurrie 10/17/17
2.	Living Wellness of Niagara 1517 Main Street Niagara Falls, NY 14305	Workshop – Yoga for Students	\$6,300	October 30, 2017 – June 1, 2018 Tues., Wed., Thurs.	Stan Wojton	Maria Massaro 10/17/17 Mark Laurrie 10/17/17
3.	Willie Price 91 Deuro Drive Niagara Falls, NY 14304	Course – Mentoring for Students	\$4,000	November 27, 2017 – February 1, 2018	Stan Wojton	Maria Massaro 11/8/17 Mark Laurrie 11/8/17
4.	William Powell 199 Lewis Street Rochester, NY 14605	Course – Mentoring for Students	\$3,000	November 21, 2017 – December 21, 2017	Stan Wojton	Maria Massaro 11/8/17 Mark Laurrie 11/8/17
5.	E.B. Lewis 1425 Mays Landing Road Folsom, NJ 08037	Presentation – Celebration of Literacy	\$1,200	November 7, 2017	Cathy Sullivan	Maria Massaro 11/9/17 Mark Laurrie 11/9/17
6.	Rachel DiNunzio 1360 Colvin Blvd. Tonawanda, NY 14223	Presentation – Literacy Celebration	\$1,000	November 9, 2017	Cathy Sullivan	Maria Massaro 11/9/17 Mark Laurrie 11/9/17
7.	James Ransome 107 Knollwood Road Rhinebeck, NY 12572	Presentation - Celebration of Literacy	\$1,250	November 9, 2017	Cathy Sullivan	Maria Massaro 11/9/17 Mark Laurrie 11/9/17
8.	Virginia Kroll 214 Maple Avenue Hamburg, NY 14075	Presentation – Literacy Celebration Day	\$1,000	November 9, 2017	Cathy Sullivan	Maria Massaro 11/9/17 Mark Laurrie 11/9/17

Note: Contracts that were **not** listed on STC chart for November 16th, but were approved for signing by the Superintendent are Jon Gatto, (Workshops - Developing Self Control-Oct 23rd, Student Motivation-Oct 30, Nov 1, Proxemics and The Classroom - Oct 25)

UNFINISHED BUSINESS

NONE.

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM OCCIDENTAL CHEMICAL CORPORATION

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

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Occidental Chemical Corporation has donated \$2,000 to the Niagara Falls City School District's STEM program; and

WHEREAS, They want to help local school children excel in Math and Science; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$2,000; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Mr. John Morrissey, Plant Manager
Occidental Chemical Corporation
4700 Buffalo Avenue
Niagara Falls, NY 14304

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.02 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE)

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

WHEREAS, A Special City School District Meeting/Election for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on **Tuesday, December 12, 2017**; and

6.02 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) (cont'd.)

WHEREAS, This Board at its **October 19, 2017**, Special 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 may appoint additional inspectors for one or more districts when in its opinion special circumstances exist requiring the services of such additional inspectors.** and

WHEREAS, The District has canvassed persons for appointment to these positions; therefore, be it

RESOLVED, That the Board of Education determines that special circumstances exist requiring the services of additional inspectors in certain districts because of the greater number of voters in those districts; and

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 special school election 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

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, December 11, 2017, be compensated \$25.00.

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

See below list of inspectors.

6.02 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) (cont'd.)

**SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION
December 12, 2017
Election Inspectors**

School Election District		3rd Legislative District		
1	Elect. Dist.	1,11	Board of Education Admin. Bldg. 630 – 66 th Street	D Roxanna Raverini R Richard Kohler D Bert C. Potts
2	Elect. Dist.	2, 3	LaSalle American Legion 8643 Buffalo Ave	D Gloria Critelli R Joan Dorgan D Carol Pennesi R Sharon A. Benavidez
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	R Marla McGahey D Karen Gallo R Russell Peters D Tammy Gallo
5	Elect. Dist.	6, 7	Geraldine J. Mann School 1330 95 th Street	R Alan Hall D Rita Dupree R Willie A. Price D Shirley Bathurst
6	Elect. Dist.	9, 10	79 th Street School 551 79 th Street	D Cheryl Toth I Donna M. Stamborski D Christine Juergens
7	Elect. Dist.	12	Community Education Center 6040 Lindbergh Avenue	D Margaret Castile R David Maginn D Carol A. Tucker

6.02 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) (cont'd.)

**SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION
December 12, 2017
Election Inspectors**

School Election District		4 th Legislative District		
8	Elect. Dist.	1	St. John AME Church 917 Garden Avenue	D Ruby Turner R Jacqueline Clinton D Nicole Laster
9	Elect. Dist.	2, 4	Veterans of Foreign Wars Pt. 917 2435 Seneca Avenue	D David Miles R Dorothy Cuddahee D Georgetta Hamilton I Michael Gallo
10	Elect. Dist.	3	Wrobel Towers 800 Niagara Avenue	D Eugene W. Frett I Willie B. Brown D Marilyn Lyman
11	Elect. Dist.	5, 6	Niagara Falls Public Library 1425 Main Street	D Brenda Hamilton R John W. Schappacher D Harinder S. Sandhu
12	Elect. Dist.	7, 8	Niagara Arts & Cultural Center 1201 Pine Avenue	R Betty J. Larratta D Karen R. Spencer R Kathleen J. Linnane D Wanda A. Adams
School Election District		5 th Legislative District		
13	Elect. Dist.	1, 2, 3	St. Raphael Parish Center 1018 College Avenue	R William S. Carroll D Karen S. Grose R Gayle A. Fadel D Jean M. Kennedy R Patricia A. Swift I David J. Lemke D Deborah Willis R Sally McCormick
14	Elect. Dist.	4	Spallino Towers 720 Tenth Street	D Carol Bax R Michael S. Gawel D Cynthia Harrison D Satnam Kaur

6.02 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) (cont'd.)

**SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION
December 12, 2017
Election Inspectors**

School Election District		5th Legislative District		
15	Elect. Dist.	5, 6	John Duke Senior Citizens Center 1201 Hyde Park Blvd.	D Rosemary Cosgrove R Nancy Stoianoff D Sheila Tallarico 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 Judith Delgrolice R Tawanda P. Bassham 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 D Helen Drain
18	Elect. Dist.	3,4,8	Cristoforo Columbo Society 2223 Pine Avenue	D Tana Shine R John Szczepczenski D Agnes Cicco R Jayne Kohler
19	Elect. Dist.	5	City Hall 745 Main Street	I Sharon Lee Smith D Mark Smith 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 R Norman Bock D Vincent Wright Sr.
22	Elect. Dist.	10	LaSalle Prep School 7436 Buffalo Avenue	D Phyllis Violanti R Carol Costantino D Jacinta Williams

6.03 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE)

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

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on **Tuesday, December 12, 2017**; and

WHEREAS, At the Regular Board Meeting of November 16, 2017, election inspectors were appointed to work the polls for that special meeting (vote); 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

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, December 11, 2017, be compensated \$25.00.

ANNUAL SCHOOL ELECTION December 12, 2017 <u>Additional Election Inspectors</u>				
3 rd Legislative District				
School Election District				
1	Elect. Dist.	1,11	R Vito G. Varalli R Edward Walek	
2	Elect. Dist.	2, 3	R Kenneth Bax	
3	Elect. Dist.	4,8,13	D James E. Babcock D Diane Humphrey D Maria Rychel I Jeanne Baxten R Peter Henry R Deanna M. Crawford R AnnaMarie Wojciechowski	
4	Elect. Dist.	5		
5	Elect. Dist.	6, 7	D Mary Walker D Janice Ambrose	
6	Elect. Dist.	3, 10	D Tecla Belardi R Vincent Mameli	
4 th Legislative District				
7	Elect. Dist.	12	I David Tucker R Ronda Grose	
8	Elect. Dist.	1	D Michael D. Watson D Brian S. Archie D LaToya Scott	

9	Elect. Dist.	2, 4	D Juanita Ewing D Georgia A. Robinson D Irene Wilson D Aune Jamieson D Joseph McGhee, Jr.
10	Elect. Dist.	3	D Harold Long D LaToya S. Scott D Saladin Allah
11	Elect. Dist.	5, 6	D Hazel Graham D Marjorie A. Silvaggi D Michael Trosky
12	Elect. Dist.	7, 8	
13	Elect. Dist.	1, 2, 3,	I Robert Turcotte
14	Elect. Dist.	4	D Karen Spencer
15	Elect. Dist.	5, 6	R Ronald C. Beningo Jr. D Nicole Marcolini-Zipp D Marie Appoloney

6th Legislative District

16	Elect. Dist.	1	D Barbara L. Aceti D Annette Reqester D Jane E. Schroder
17	Elect. Dist.	2	D Judith Delgrollice
18	Elect. Dist.	4	D Georgetta Hamilton
19	Elect. Dist.	5	D Trudy J. Christman
20	Elect. Dist.	6,7	D Jacki S. Todd D Vincent C. Wright II
21	Elect. Dist.	9	R Victoria Komorowski
22	Elect. Dist.	10	D Sally MacIver

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.04 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 FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE)

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

6.04 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 FOR THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION FOR A PUBLIC REFERENDUM (CAPITAL PROJECTS VOTE) (cont’d.)

WHEREAS, New York State Election Law allows the Niagara County Board of Elections 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-four (24) Ballot Marking Device (BMD) Voting Machines in connection with the District’s **Special City School District Meeting/Election for a Public Referendum (Capital Projects Vote) to be held December 12, 2017**; now therefore be it

RESOLVED, The Board hereby approves the Agreement with Niagara County, New York, attached hereto, providing for use of twenty-four (24) 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 ([BoardDocs, see “Meetings”, 2017, 11/16/2017, 6, 6.04](#)); 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.

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.05 APPROVAL TO PROVIDE ALUMNI INFORMATION TO THE NIAGARA FALLS EDUCATION FOUNDATION FOR THE PREPARATION OF UPDATED ALUMNI DIRECTORY

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

6.05 APPROVAL TO PROVIDE ALUMNI INFORMATION TO THE NIAGARA FALLS EDUCATION FOUNDATION FOR THE PREPARATION OF UPDATED ALUMNI DIRECTORY (cont'd.)

WHEREAS, In 2011 the City School District of the City of Niagara Falls ("District"), entered into an Agreement with Harris Connect, LLC for the preparation of an Alumni Directory at no cost to the District; and

WHEREAS, Subsequent to the execution of the Agreement, the District assigned and transferred the rights, obligations and benefits of the Agreement to the Niagara Falls Education Foundation ("NFEF") but remained committed to furnishing the required alumni information to complete the Directory; and

WHEREAS, The NFEF is negotiating a new Agreement with Harris Connect, LLC, now known as Publishing Concepts LP ("PC1"), for preparation of updated Directory at no cost to the NFEF; and

WHEREAS, NFEF requests the District to furnish it and PC1 updated alumni information for completion of the new updated Directory; and

WHEREAS, The Board is of the opinion that updating the Alumni Directory will be beneficial to the District; now therefore, be it

RESOLVED, The Board of Education hereby approves providing the Niagara Falls Education Foundation updated alumni information for the preparation of an updated Alumni Directory in a manner consistent with and in compliance with all laws and regulations and at no cost to the District; and further

RESOLVED, The furnishing of such alumni information is subject to such further restrictions and conditions as may be required by the Superintendent of Schools and the School District Attorney; and further

RESOLVED, The Superintendent and his staff be and are directed to furnish the requested alumni information to the Niagara Falls Education Foundation in accordance with this Resolution.

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-2018 NIAGARA FALLS TEACHER RESOURCE CENTER GRANT

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

WHEREAS, The Regents have once again made available monies for the operation of the Teacher Resource Centers; and

WHEREAS, District staff submitted a plan to meet the objectives of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$62,582 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Niagara Falls Teacher Resource Center Grant; and

RESOLVED, That the grant award of \$62,582 be credited to Revenue Account F3289.810.18 Niagara Falls TRC; and

RESOLVED, That the money be expended in the following function/object codes:

Appropriation	Description	Amount
F2070.131.007.8117	Salary – Hourly	\$14,400
F2070.140.045.8117	Schedule B	15,000
F2070.149.007.8117	Substitutes	2,043
F2070.409.007.8117	Travel	2,000
F2070.425.007.8117	Purchase Services	7,200
F2070.540.007.8117	Supplies	16,236
F2070.802.096.8117	Certified Retirement	3,144
F2070.803.096.8117	FICA/Medicare	2,559
TOTAL		\$62,582

Revenue Code: F3289.810.18

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Niagara Falls Teacher Resource Center
3. Funding Source: The State Education Department
4. Total Budget: \$62,582
5. Total Staff: 0
6. Number of Clients Served: 550
7. Major Objectives:
 - To maximize the use of alternative instructional approaches which teacher use with children in order to improve children's acquisition of knowledge.
 - To enhance the professional growth of teachers and to make them knowledgeable about educational research and how this research may be used to improve instruction in their classrooms.

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-2018 NIAGARA FALLS TEACHER RESOURCE CENTER GRANT (cont'd.)

- To improve the skills of teachers in curriculum writing and in the production of curricular materials.
 - To train teachers in the use of computers and computer-related materials and make them aware of how this knowledge may help them both in the classroom and personally.
 - To instruct teachers in the content areas of science, math, and computer and other technology but also in other content areas as needed in order to enhance their teaching in the classroom.
 - To increase the number of sites available for teacher participation in professional learning and to expand the availability of professional materials for teachers in order that they may enhance their classroom instruction and personal and professional growth.
8. Outcomes:
- After participating in workshops on research-based instructional strategies and content, teachers will demonstrate increased knowledge and change their instructional practice.
 - Teacher Center Study Groups and District Initiative workshops will offer teachers the opportunity to collaboratively learn new instructional strategies aimed at increasing student achievement.
 - Teachers will be able to integrate more technology into classroom instruction.
 - Teachers will use the Teacher Resource Center for the primary source of professional learning offerings and resource materials.

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION 1003(A) BASIC SCHOOL IMPROVEMENT GRANT

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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

6.07 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION 1003(A) BASIC SCHOOL IMPROVEMENT GRANT (cont'd.)

WHEREAS, Official notification of approval of the application and award in the amount of \$420,000 has been received; therefore be it

RESOLVED, That the Niagara Falls Board of Education accepts the funds for the 2017-2018 Title I School Improvement Grant; and

RESOLVED, That the grant award of \$420,000 be credited to Revenue Account F4289.030.18 Title I School Improvement Grant; and

RESOLVED, That the money be expended in the following function/object codes:

Account Code	Description	Budget
F2103.132.098.0318	TEACHERS - PER DIEM	\$26,500
F2103.140.098.0318	TEACHERS - SCHEDULE B	\$113,621
F2103.167.098.0318	HOURLY STAFF - DIST. WIDE	\$2,904
F2103.177.098.0318	CLASSROOM ASSOC.	\$1,255
F2103.404.098.0318	PURCHASED SERVICES	\$236,140
F2103.540.098.0318	SUPPLIES	\$35,910
F2103.409.098.0318	TRAVEL	\$3,670
TOTAL		\$420,000

Revenue Code F4289.030.18

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: \$420,000
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.

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—06/30/18

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs 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 6, 2017 through June 30, 2018; and

WHEREAS, The fee for these services shall be at the rate of \$195 per each hour served, not to exceed an annual total amount billed of \$15,000.00 (75 total hours) and will be billed monthly; therefore be it

RESOLVED, That the Agreement 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 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 Agreement; 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 6th day of July, 2017 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 The Summit Center, Inc. 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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—06/30/18 (cont'd.)

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 consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder which shall include but not be limited to the following:

- a. small and large group professional development as defined by the District
- b. consultation services related to the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

- 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 monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$195 per hour. Total billable hours for services shall not exceed seventy-five (75) hours. 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.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—06/30/18 (cont'd.)

7. Term of Agreement: This Agreement shall be effective from July 6, 2017 through June 30, 2018, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days (30) 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.

The Summit Center, Inc.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

President

On this _____ day of _____ 2017, 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 _____ 2017, 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 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

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/6/17—06/30/18 (cont'd.)

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2017 – 2018 SCHOOL YEAR

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

WHEREAS, The District is obligated to provide appropriate transportation services to students with special needs; and

WHEREAS, The District has provided transportation supports for special needs students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aries Transportation Services, Inc. who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$300.00 per day; and

WHEREAS, The Agreement shall be effective for a term commencing November 8, 2017 and ending June 30, 2018; therefore be it

WHEREAS, Aries shall, to the fullest extent permitted by law indemnify and hold harmless the City School District of the City of Niagara Falls,(referred in this Agreement as the Niagara Falls School 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 Transportation Agreement excepting, however, the negligent acts or omissions of the Niagara Falls School District, its agents, servants and/or employees.

WHEREAS, Aries shall maintain general liability insurance in amounts acceptable to the Niagara Falls School District. All policies shall name the Niagara Falls School District as an additional part insured. A Certificate of insurance shall be filed with the Niagara Falls School District prior to the commencement of services and after each renewal date of the policies listed on

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

the certificate. The certificate shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days' prior written notice is given to the Niagara Falls School District.

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aries Transportation Services, Inc. to provide transport by qualified professionals 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 \$300.00 per day for a period commencing November 8, 2017 and ending June 30, 2018; 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 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.



Committed to Compassionate Service

**85 River Rock Drive, Suite 302
Buffalo, NY 14207**

Transportation Agreement between Aries Transportation Services and Niagara Falls School District

The following agreement is made between Aries Transportation Services, Inc. 85 River Rock Dr. Buffalo, NY 14207 and The Niagara Falls, NY School District.

Aries Transportation Services agrees to provide door to door transportation services for a Niagara Falls student and his aide from his home on 9th St. in Niagara Falls, to the Aspire program located at 4635 Union Rd., Cheektowaga.

Requirements

- Aries Transportation will pick up the student and his aide at 3121 9th St. Niagara Falls at approximately 8:00 AM and will transport them to the Aspire program located at 4635 Union Rd. Cheektowaga. Upon dropping the student off at Aspire, Aries will then return the aide to the student's home on 9th St. in Niagara Falls.
- At approximately 1:30 PM, Aries will pick up the aide from 9th St and travel to the Union Rd. location to pick up the student and transfer him home.
- Transportation will be required each day that the Niagara Falls School district is in session for the 2017 – 2018 school year unless a representative from the School District contacts Aries to cancel a particular day or days.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2017 – 2018 SCHOOL YEAR (cont'd.)

Requirements

- All Aries drivers shall be capable, skilled and hold all necessary licenses and permits as may be required by applicable Federal, State and Local laws – including, but not limited to, NYS DOT 19A Certification. All Aries' drivers are subject to pre-employment drug screen and criminal background checks. Additionally, they are subject to random drug and alcohol testing per DOT guidelines.
- Aries Transportation will provide a vehicle capable of transporting a wheelchair client along with an aide that follows all Medicaid and NYS DOT requirements for this classification of vehicle. **Aries will not be providing a yellow School Bus.**
- Aries shall, to the fullest extent permitted by law indemnify and hold harmless the City School District of the City of Niagara Falls,(referred in this Agreement as the Niagara Falls School 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 Transportation Agreement excepting, however, the negligent acts or omissions of the Niagara Falls School District, it's agents, servants and/or employees.
- Aries shall maintain general liability insurance in amounts acceptable to the Niagara Falls School District. All policies shall name the Niagara Falls School District as an additional part insured. A Certificate of insurance shall be filed with the Niagara Falls School District prior to the commencement of services and after each renewal date of the policies listed on the certificate. The certificate shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days' prior written notice is given to the Niagara Falls School District.

Cost

- Aries Transportation will charge a fee of **\$300 per day** for this transportation. Aries will only bill for days that the student is actually transported to school. Aries will not charge for cancellations. Bills will be sent weekly.

This agreement will remain in effect until August 31, 2018. This agreement can be terminated by either party for any reason by providing a 30-day written notice of termination. The terms of this agreement can be modified at any time with the written agreement of both parties.

Date

Aries Transportation Services, Inc.

Date

Niagara Falls School District

The vote on the motion was as follows:

Ayes – Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino, and Mr. Vilardo

Nays – ***None***

Motion Carried

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR

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

WHEREAS, The District is obligated to provide Reading instruction to students enrolled in Special Classes; and

WHEREAS, Cengage Learning will provide 6 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$15,750.00; and

WHEREAS, The Agreement shall be effective for a term commencing November 16, 2017 and ending August 31, 2018; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Cengage Learning be approved; and

RESOLVED, That the agreed upon fee for the period November 16, 2017 through August 31, 2018 is \$15,750.00; 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 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 16th day of November, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Cengage Learning 10650 Toeppen Drive Independence, KY 41051

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 Cengage Learning as an independent contractor to render to the District the services, and Cengage Learning hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

2. Professional services and duties of the Name: Cengage Learning 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 coaching services for the Reach reading program in the Fall of 2017.
- b) Two (2) days of coaching services for the Reach reading program in the Winter of 2018.
- c) Two (2) days of coaching services for the Reach reading program in the Spring of 2018.
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Cengage Learning shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Cengage Learning shall not be an employee of the District. Cengage Learning 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 Cengage Learning. Upon receipt of payment invoices, the District shall pay to Cengage Learning its services hereunder a sum not to exceed \$15,750.00. Payment in 3 equal payments upon receipt by the District of invoices submitted by Cengage Learning indicating the services rendered to date of the invoice. Payment checks payable to the order of the Cengage Learning shall be deemed full payment to, and acquittance by Cengage Learning.

5. Indemnification. To the fullest extent permitted by law, Cengage Learning 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. Cengage Learning 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. Cengage Learning 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 the District shall receive 30 days notice if and when coverage afforded under the policies is canceled but replaced by another policy. If a coverage is canceled and not replaced by another policy, at least thirty days' prior written notice shall be given to the District.

7. Term of Contract. This contract shall be effective from November 16, 2017 to August 31, 2018, 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.

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2017 - 2018 SCHOOL YEAR (cont'd.)

8. Assignment: The services to be rendered by Cengage Learning under this Agreement are unique and personal. Accordingly, Cengage Learning 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

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2017, 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 _____ 2017, 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, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Restaino,
and Mr. Vilardo

Nays – *None*

Motion Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 None

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.

COMMENTS/REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mark Laurrie
November 16, 2017

During the Hazmat incident at Wegman's last month, the District conducted a Shelter In Place drill; the air handlers were shut at three schools in the adjacent area. Today, through the Police Chief, the District was informed of an incident on Willow Avenue and practiced a Shelter In Place at Hyde Park, which went smoothly. The suspect was apprehended. There was no significant danger; the incident last approximately 15 minutes.

Niagara Falls Memorial Medical Center held a press conference today regarding the revitalization of homes in its area and the sale of the South Junior property and the former Board of Education Administration Building. The District was acknowledged for its involvement and sitting on the committee.

Voter Registration Day is Monday, November 20.

Saturday, November 18 at 3:30 p.m. I will be reading with children; there are usually 30 families that participate. Spike the Wolverine will also participate and arts and crafts will be offered.

The District has received nine prep and high school level students from Puerto Rico as result of the last two hurricanes.

Compliments to the NFT and students getting ready for the Annual Firefighter Telethon and Toy Fund. Students were successful selling logos to elevate spirit of the event.

COMMENTS/REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mark Laurrie
November 16, 2017

The Governor invited the District to participate in his press conference today to announce award of the \$500,000 Empire State Advantage funds to Maple Avenue, 79th St., G J Mann and Cataract Elementary for after school/summer programming. Staff are discussing the possibility of offering programs during spring recess.

I have a lot to be thankful for: this great school district, my job and being part of this organization. Happy Thanksgiving!

COMMENTS BY BOARD MEMBERS

Mr. Jocoy – Very Happy Thanksgiving to everyone.

Mr. Paretto – Happy Thanksgiving. Just want everyone to know how important it is to pass this capital improvement. Mr. Laurrie spoke earlier about jobs possibly up for hire, and the important thing is, yes, we are in charge of education and taking care of kids and employees but to do what we are doing it is very important of whoever is left to pass this \$55 million project and get this off the ground. Some folks didn't have a good 12 months passed in union halls and as citizens. This is an opportune time to get kids to apprentice programs and to go to work now, if passed. We are affecting a better way of life, and I am proud to be part of it and putting Niagara Falls back to work. Three hundred jobs is so important after factories and plants close; I just wish it was longer term. Please know how important it is to get out to vote.

Mr. Barstys – I would like to congratulate Mr. Laurrie on his degree and the \$500,000. Have a blessed Thanksgiving.

Bishop Dobbs – I would like to congratulate all the students on a wonderful job and obtaining a perfect score; it is phenomenal. Congratulations, too, to the staff and teachers, on all the hard work. Have a very nice Thanksgiving holiday and be safe and enjoy your families.

Mr. Restaino – I am hoping that in the not too distant future we can revisit Policy 3120. I was engaged in conversation with Judie as we were looking at what we are doing and wondering what type of effort we had to be able to publish what we are doing, hence the policy and restriction on what we can and can't accomplish. We are trying to be more technological, so hope to revisit this. Happy Thanksgiving. Thanks for all the hard work and to the staff, you do a great job. Have a good evening, too.

COMMENTS BY BOARD MEMBERS (cont'd.)

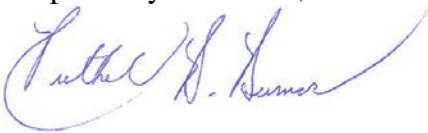
Mr. Vilardo – 1) I was contacted by Mr. Biggerstaff of the Small City Schools Association regarding sitting on a committee for the Maisto lawsuit money. Mr. Laurie cannot attend, so I was asked to fill in for him. With your approval I will sit on the committee. Mr. Laurie stated it is important to have Board representation, too, as it has been all superintendents represented, it is good to have a board member representing the District. 2) On the December agenda I would like to see naming of streets surrounding NFHS sports complex. 3) I commend the students and staff on awards tonight; kids' eyes light up as they are recognized. Happy Thanksgiving.

ADJOURNMENT

The November 16, 2017 Regular meeting was adjourned in memory of the following who recently passed away on the motion made by Mr. Restaino, seconded by Bishop Dobbs; approved unanimously by those present.

- *Mrs. Mary Rose Thomas, mother of Lisa Szalach (Health teacher @ NFHS)
- *Mrs. Betty J. Nicholson, mother of Lillie Morrisette (Child Care Assoc. @ Hyde Park)
- *Mrs. Laura Martinez, mother of Lawrence Martinez, retired Administrator
- *Mrs. Georgia Ellen Brass, mother of Georgia aka Gigi (Custodian), and mother-in-law of Daniel Littere (General Repairer)
- *Mr. John E. McKean, father of Lisa Granieri (TA at Maple - PEP teacher) and father-in-law of Ray Granieri (IS Administrator) and father-in-law of Mark (Laura) Laurie (Superintendent) and grandfather of Matt Laurie (substitute teacher @ LPS)

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

Linda Hohmann, Clerk Pro Tem
Note Taker

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

PUBLIC HEARING - MINUTES

DATE: November 30, 2017

KIND OF MEETING: Public Hearing – Stewardship Capital Project

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

CALL TO ORDER: The meeting was called to order at 7:02 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, and Mr. Restino

MEMBERS ABSENT: Mr. Bass, Mr. Petrozzi and Mr. Vilardo

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Smeal, Mr. Granieri and Mrs. Glaser

Superintendent Laurrie opened the Hearing with remarks.

He discussed the election process.
He presented background information on the project.
He introduced Brian Trott from Clark Patterson Lee

Mr. Trott presented a PowerPoint presentation that highlighted various aspects of the process.

Superintendent returned to comment on the following:

The impact of QZAB funding.
The potential for expedited SED review.
He thanked those in the audience for their participation.

PUBLIC COMMENTS

The floor was opened for comment.

Mr. Marcus Latham of Niagara Falls Teachers spoke in support of the project.

PUBLIC COMMENTS (cont'd.)

Mr. Russell Quarantello of IBEW Local 237 spoke in favor of the project.

Mr. Anthony Paretto, NFBOE member, spoke in favor of the project.

Mr. Vincent Cancemi, NFBOE member, asked about specific tasks planned to be completed during the project. Mr. Trott, Mr. Smeal, and Mr. Giarrizzo addressed his concerns.

ADJOURNMENT

There were no other speakers or public comment and the hearing was adjourned at 7:20PM

Joseph A. Giarrizzo, Note Taker

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

BOARD REVIEW SESSION
December 13, 2017

PRESENT: Mr. Vilardo, Mr. Paretto, Bishop Dobbs, Mr. Petrozzi, Mr. Cancemi, Mr. Bass, Mr. Barstys (6:33 p.m.), Mr. Jocoy (7 p.m.)

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Smeal, Mr. Wojton, Mr. Ventry, Mr. Massaro, Mr. Roscetti, Mrs. Glaser, Mrs. Tompkins, Mrs. Buchman, Mrs. Smith-Gottlieb and Mrs. Wagner, Niagara Falls Memorial Medical Center

Work-based Learning

Mr. Laurrie made introductory comments regarding the need to give students more than a diploma at graduation time. It is time that the District become a leader in providing an endorsement of a trade, Microsoft Office (MOS) or earning of 24 college credits; it is a testament to public education and the work that occurs in getting a high school diploma. Students need to leave the District with a career path and more in their pocket. To that end, endorsement type programs are occurring and in the works with the NFHS team that signify more than Regents work but the next step in life. We owe this to the community, the parent and our students.

Under Mrs. Tompkins, who is in charge of special education at NFHS and to meet a State mandate on special ed. students, she embraced and developed a work-based learning program which is being presented tonight.

Mrs. Wagner of Niagara Falls Memorial Medical Center discussed the four-year grant , Closing the Gap, that addresses reducing the drop-out rate and encourages continuing education.

Mrs. Tompkins stated last September she received a presentation from Niagara Falls Memorial Medical Center, as a resource to NFHS. Since 2013 the District has put forth effort toward Career Development and Occupational Studies (CDOS) and non-diploma exiting criteria, formerly IEP. The work basis was added to it to prepare students to exit NFHS work ready. Some components needed to be in place; a Career Plan, developed in conjunction with the counselors and with self-contained teachers, and CTE course work in business, allows 216 hours of CTE course work and work-based learning (4 hours are required).

A transitional component is important because not all students attend a two or four-year college. If a student is on a Regents track or local track, they will receive an accompanying diploma. This credential may also stand alone.

Last year, staff went into community to talk to businesses about CDOS and to explain CTE.

An overview was provided of what has been done for students and the opportunities provided at Memorial Medical Center, Antonio's, The Quality Inn and the Wingate Hotel. Students' shadowing experience was two hours at a time; this year the Quality Inn and Wingate were added businesses. Students are learning job skills for each hour out in the community and also learning toward graduate credit. The Wolverine Closet was also started to provide appropriate clothing; we now provide items beyond just clothing.

A diagram of Career Clusters was shared with the Board; three to four of the clusters have already been met.

The Board asked if students are on a Regents track? Mrs. Tompkins stated students are on both tracks. It has to be in tandem; we have to offer Regents and CDOS. A student could land with a Regents, local and CDOS endorsement. We put them on track and also offer the CDOS like an intervention safety net which has transformed into something bigger now. CDOS is available to all students; it is not only full-day, self-contained students whom have access but also CTE students have access. The job coach works alongside the teacher to complete the hours required.

Student reflections were shared; most students expressed a favorable experience and desire to hold such a job in the future.

Mr. Laurie commented that it is about the attitude that you take to the job; promptness and other intangible things are being taught. The program could not be done without the Hospital and our other partners. **Mrs. Tompkins was asked to provide the Superintendent with a list of partners to whom he would like to send thank you letters for helping to fulfill the CDOS requirements.** When the regulations on CDOS came in from the State there were many questions on how to do this; now we have found the perfect mixture to meet the State requirement with gusto and fidelity and preparing students to take a diploma, whatever kind it is, with the endorsement.

Policy 3120 - School District Standards And Guidelines For Webpage Publishing/Copyrighted Materials/Intellectual Property

Mrs. Glaser discussed the District's current policy and how it differs from what other Districts in Western New have in place. She noted, specifically, the District requires "signed and dated written consent" be obtained from the parent/eligible student prior to releasing such information (unless otherwise authorized by FERPA). She explained that this requirement does not lend itself to social media and the world today—what "is" or "about" to happen. In practice each time a student image were to be used would require a new, signed dated form. In the District's web-based, Facebook, Twitter,

Instagram world this is impractical at best. A revised policy would bring the District in step with standard practice and allow the District to create a practice and standards manual and allow us to be more effective in messaging.

A sneak peek of the new District website coming in January developed by Mrs. Glaser and Ms. Spacone was shared.

There are new State regulations requiring districts to become fully ADA compliant by January. This requires the District to not only look at being accessible to the blind with optical readers, but to also make the site accessible to the color blind, motor impaired and other disabled. Not in just captioning photos, but the District must tab through every page; every document will have to comply with a stylized template with titles, subtitles and headings required for such machines. All videos from the OSC must be subtitled; though Mr. Meranto feels student generated videos are exempt.

Samples were shared of other districts' policies addressing consent or non-consent for photos on website. Some are on an opt-out basis or are included in the district's FERPA. Lew-Port has two options: use for district publications, website and yearbook, or for district publications and yearbook only. Our district's consent says it will not post on its website.

Expansion of the District's social media presence has occurred as directed. 2,421 people looked at District posts in one week; 973 of which took some post-engagement action (Like, Comment, Share); Twitter impressions are 4,984.

Mr. Laurie suggested to the Board the following: 1) In coordination with counsel and Ms. Massaro the Board will receive the most protective, yet advanced policy possible, 2) Mrs. Glaser to work with the schools so that all touch on at least one of the social media outlets so that there is presence by all schools. By February 8, 2018, we will present a revised policy and a revised level of schools participating on social media. Recommended action to the Board will be presented on February 22, 2018, if necessary.

In further regard to ADA compliance and what is forthcoming, Mrs. Glaser attended a BOCES seminar on the new requirements and has had discussions with Ms. Spacone and Mr. Granieri on the new requirements. Flipping to a new template will address some of the new requirements. Ms. Spacone is going through schools, Mrs. Glaser, the department listings on the District's website. Any attachment on the website has to be created, for which there is need for a particular software. A determination will also have to be made on the OSC videos. A meeting with all involved staff will be held to see what has to be done, how and why. In regard to compliance, Mrs. Glaser stated there will be a disclaimer on webpages; anyone searching without success or finding information inaccessible, may contact her to provide the desired information.

Naming Rights

Mr. Laurrie stated the attorneys have been researching the legality of naming rights and are prepared to provide scenarios, if it comes to fruition. Staff were asked to reach out to some groups that might be able to give a value to potential of naming of the complex. We reached out to Earl Wells and the 3M Group, as recommended by Mr. Petrozzi. On suggestion of Mr. Restaino, the Richardson Group was also contacted, and they toured the facility to put things together, but they are not ready to come forth with a potential value.

There have also been requests from four or five families for naming fields, roads, buildings for loved ones or those who have contributed to the community.

The policy was amended and approved last year; the Superintendent recommended the Board move forward using that policy and convene the committee to at least address the names of the four or five families who have submitted letters and form documents asking for consideration of naming. Thursday, January 4th was suggested as the meeting day for the committee to convene and use the policy to reflect on the names offered.

President. Vilardo concurred; all were in favor.

Mr. Paretto asked if the Board would be informed of the names of the families/individuals ahead of that time. Mr. Laurrie answered yes. **Mr. Laurrie will send the names to the entire Board with the letters of request.**

Capital Projects

Mr. Laurrie thanked the voters who supported the capital projects. He was pleased that there were almost 1,000 voters considering the weather. The PEGs rose to the occasion, as did the Building & Trades, and our active and retired NFT members. He noted in the last capital project eight of ten 10 alternates were possible, as were change orders; all were done in a transparent way and results were seen. This phase is better; we are pleased with the architect, construction manager and financial advisor.

Mr. Giarrizzo reported there will be an initial meeting on Tuesday, December 19 to begin the process. The District is required to file Letters of Intent with the SED laying out the different buildings affected. This will be followed by a Scope of Work for each of the projects, with the preliminary budget of Phase 1. Timing is important because the District has to wait for the five-year window to open to submit. QZAB projects must be finished to generate State Aid. Next week's meeting will be with the architect and financial advisor to set the timeline, followed by the Letter of Intent to look at the project and look at kitchen area at 79th and work with that consultant. Resolution 6.14 tonight is presented for Seeler Engineering, whom was used on the last project, for a benefit analysis toward a PLA. It will also will look at non-economic benefits and how the project is coordinated and run. With this agreement Seeler will act as the District's

representative with the trades to allow for smooth efficient operation over the two to three years of the project.

The agreement for next week's vote is almost identical to the former IT project but is \$1,000 more or \$11,000.

Subsequent to Board approval on the 21st, the process can begin on the 22nd.

In regard to QZABs, it will be interesting to see what the federal government does, keep or discard the program. If the program continues, Mr. Carella has to find 10% educational match. At places like NFHS where concrete work is needed around the apron; because the five-year clock has not run out, though it does in May or June, that work can't be entertained. All facilities will be looked at with that clock in mind.

Mr. Trott has sent all numbers in to the SED to make sure we were correct; they all came back favorable. Maximum cost allowance (MCA) was asked to be reviewed; one (Cataract) came back with an increase by four times. The MCA increased on a couple other buildings, as well. This will help on the District's local share.

There is also an application which also must be filed with the OSC to exceed the debt limit.

The next steps are:

1. January, and once a month, the project(s) will be discussed. In January the team will define what will happen in Phase 1.
2. Resolution 6.14 pertains to the Smart Schools Bond Act Phase II Renovation and Rehabilitation Project. Mr. Giarrizzo and Mr. Granieri updated the Board on the expenditure of the \$8.8 million in funds. At the High School and Prep Schools there will be upgrade to current cameras, installation of additional cameras, upgrade to the entry security system and installation of security film to glass at building entryways. At the remaining schools, including the CEC and Administration Buildings there will be installation of additional cameras, upgrade to the entry security system and installation of security film to glass at building. At the request of the Office of Facilities and Planning, the District must submit a SEQR for the Smart Schools Phase II submission dealing with infrastructure. This is a negative declaration, as the District is not changing anything; the action will not result in a significant adverse environmental impact.

The \$11,000 cost will be added to resolution 6.14.

Review of Agenda

Mr. Laurie reviewed the December 21, 2018 Regular Meeting Agenda:

Presentations:

Special Recognition of three employees (Louise Dunning, Sam Fruscione, and Elizabeth York) followed by a brief Agenda Review and presentation of the Adult Education Program booklet. The Class of 2021 raised \$2,000 for Hospice; a check will be presented to Hospice.

Short-term contracts:

1. The Research Foundation for SUNY – workshop – mental/social support for Empire State Grant with 79th St., G. J. Mann, Cataract and Maple to provide mental and social support between January 8, 2018 and June 1, 2018.
\$4,765
2. Nathaniel Dett Chorale for the Martin Luther King Jr. Celebration keynote speaker on January 11, 2018.

Resolutions:

6.01 - Receipt of Gift – Teachers Desk – Provides Pre-k and kindergarten students with Olaff motif bicycle helmets.

6.02 – 6.10 – Acceptance of Funds:

- Federal IDEA Funding for the Education of Students With Disabilities Grant – Sections 611 and 619 (\$1.9 million and \$100,265)
- Mentor Teacher/Internship Program \$14,400
- Expanded Pre-k Program (3 year olds) \$425,000
- Statewide Universal Pre-K Grant Statewide grant \$289,000
- Universal Pre-k Grant \$1.6 million
- ESEA Title I Grant - \$4.4 million
- ESEA Title II-A - \$480,000
- Title III – LEP - \$17,594

6.11 and 6.12 – The District previously approached the City and Social Services to work with its highly at-risk students (24- 30 students). Mr. Anthony Restaino has budgeted funds to continue to match; the City, however, has not. An error on page 45 of 6.11 was noted and will be corrected, and the resolution will be resent to the Board.

6.13 – Contract for PD services for Mathematics: Access Math. For work with 200 elementary teachers over 14 days. Mr. Carella noted last year Saturday PD sessions were held for teachers in order to alleviate the problem with limited substitutes. This was successful and will continue into this year. The contractor is familiar with the District's Investigations 3 program and will provide staff development that will mimic the model to do in-depth research and study

around a unit. Services are paid through the Title 1 grant. \$2,000 per day per presenter. The Indemnification Clause will be revised to include the District as an additional insured.

6.14 – Add the \$11,000 cost

6.15 - SEQRA for Smart Schools for upgrades/replacements and wiring work.

The Superintendent asked the Board for permission to add Resolution 6.16 (Approval of Healthy Behavior Program and Be Proud, Be Responsible Curriculum) to the agenda. The revised Health Behavior Program will utilize the Be Proud Be Responsible Curriculum 2010 Fifth Edition. Parents will have the ability to opt out of the program. Feedback continues to be positive. Mr. Jocoy asked how the District will evaluate the program. The Superintendent answered a population health group will be consulted on this task down the line. Mr. Petrozzi asked for an explanation on how the District will monitor what is being done by outside groups. The Superintendent stated that presentations will be done during the school day, always, and in conjunction with a staff member. That group, if interested, will work at the high school only and only teach the Be Proud fifth edition. Teachers will be instructed on the curriculum. If something untoward occurs, a report will be made to the school administrator and the Superintendent. The Central TSAs will also be asked to be a part of those classes as an additional monitor of what is being presented.

In January additional parent group meetings will be scheduled for parents to be informed of the program. In addition, a committee will be convened this summer to review the program's progress. UB Law School has also contacted the District about its interest in talking to high school students about consent and what it means.

The Board expressed no objection to the addition of resolution 6.16.

Future Agenda

The Unified Sports presentation will be moved to January 25; Mrs. Capone will present student achievement results on January 18, as well as how the ELP impacted students who attended the program 50% of the time. Ms. Conte's AP Government students will also make a presentation. The first budget presentation will be made on January 25.

Personnel Reports were reviewed by Ms. Massaro.

Superintendents Notes:

Concerning the Maisto Case, the State decided not to appeal the Appellate Court and now returns the decision to Justice O'Connor who needs to look at inputs to see if

outputs we are not getting have value. In regard to Small City Schools arrears, Mr. Biggerstaff has agreed to come to the District on February 22 to speak to the Board on the matter.

The District has discovered it is responsible for 12 fire hydrants that are on its property, the NFHS sports field complex and the high school. This has been verified with the Water Board Supervisor. After discussion it was agreed the Water Board would be asked to flow test the 12 hydrants in the spring.

There has been discussion with the Special Education Department regarding the dire substitute situation. We are looking at a model at Niagara St. to have CSE meetings after school (in this week's Personnel Report). We are also going after athletic departments, as right now it is customary to schedule Sectional games at 3:30 p.m. and 4 p.m. causing a loss of instruction and a need for substitutes to cover for coaches. Section VI will be approached on this matter.

Congratulations are in order to the NFHS Music Department students, who study under Veronica Schucker and Brian Chmaj. In all, 22 students performed 27 solo auditions at our Niagara County Music Educators Association Music Festival. All of the students scored between 89-100 points, with the bulk of scores between 95-100. Based on these scores, some students will represent NFHS in the All-County Ensemble Festivals this winter.

The following is a list of our highest scores, as well as names of all auditioning students:

- Grant Asklar scored 100 on both his classical saxophone and jazz saxophone solos
- Emma Cook and Julia Pitaressi both scored 100 on their vocal solos.
- Karissa Drake and Carly Washcalus both scored 99 on their vocal solos.
- Mckenzie Gilmore scored 99 on her vocal jazz solo

Appreciation is extended to Mrs. Dumas and her team for a smooth, seamless election.

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
December 21, 2017

Minutes

Present: M. Laurrie, R. Barstys, E. Bass (6:00), J. Cancemi, K. Dobbs, A. Jocoy (6:00), A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, R. Holody, A. Massaro, M. Massaro, J. Roscetti, E. Smeal,

Updates on Community Education

Mrs. Muzzi distributed the first draft of the Community Education Program brochure that lists 76 course offerings and 4 field trip offerings. The brochures are being printed and will be in homes the first week in January. She is structuring programs and procedures in-house right now. She will be going out to market the program extensively in January by going to community centers and civic groups. We will be utilizing three schools for these programs. There is no other district or college that has this amount of classes. Mr. Laurrie said that there is a meeting planned for the first week in January so that everything is in order. He feels the District owes something to the voting public, who owns our schools, with a nominal fee for them to come in and use our schools. Mrs. Muzzi added that instructor recruitment never ends and if anyone comes forward to teach, please send them her way.

Review of Agenda

A review of the agenda was held.

Mr. Laurrie informed the Board of the loss of QZAB Bonds. We could have generated aid using these bonds. We will still be able to proceed without the QZAB bonds. Mr. Giarrizzo is looking at how we structure debt – either in two pieces or one piece. We are trying to maximize our 9 percent reimbursement. Mr. Laurrie would like to credit Mr. Giarrizzo, Mrs. Holody, and Mr. Ganci, and also the State. Clark Patterson Lee went to the State at an early point and the State adjusted some of our MCA's in a favorable way.

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

DECEMBER 2017 MEETINGS - MINUTES

DATE: December 13, 2017

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 (6:33 p.m.), Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy (7 p.m.), Mr. Paretto, Mr. Petrozzi, and Mr. Vilardo,

MEMBERS ABSENT: Mr. Restaino (*excused*)

STAFF PRESENT: Mr. Laurie, Ms. Massaro, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Smeal, Mr. Wojton, Mr. Ventry, Mr. Massaro, Mr. Roscetti, Mrs. Glaser

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Work Based Learning – *Mr. Laurie, Ms. Lynne Tompkins, Ms. Monica Smith-Gottlieb, and Mrs. Kim Wagner*
- Policy 3012 – *Mrs. Glaser*
- Naming Rights –*Mr. Laurie/Board*
- Capital Projects – *Mr. Giarrizzo/Mr. Smeal*
- Agenda Review – December 21, 2017 Regular Meeting – *Mr. Laurie /Ms. Massaro*

BOARD REVIEW SESSION

December 13, 2017 Board Review Session concluded at approximately 7:55 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

This meeting was not tape-recorded

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

DECEMBER 2017 MEETINGS - MINUTES

DATE: December 13, 2017

KIND OF MEETING: Statutory Meeting – Capital Projects Referendum Vote

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

CALL TO ORDER: The meeting was called to order by President Vilardo at 8:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Pareto, Mr. Petrozzi, Mr. Restaino (*arrived during BRS, time was not recorded*), and Mr. Vilardo

MEMBERS ABSENT: None

STAFF PRESENT: Mr. Laurie, Ms. Massaro, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Smeal, Mr. Wojton, Mr. Ventry, Mr. Massaro, Mr. Roscetti, Mrs. Glaser

PURPOSE OF STATUTORY MEETING

Board President Vilardo explained that the purpose of the Statutory Meeting was being held to examine and tabulate the statements of the result of the Special School District Meeting/Election – Capital Projects-Bond Resolution vote in the school election districts and to officially declare the results of the canvass.

District Clerk Ruthel Dumas submitted the tabulation of the results of the Special School District Meeting/Election – Capital Projects-Bond Resolution Vote – for Board review. The results were reviewed.

APPROVAL OF RESOLUTION CANVASSING THE RETURNS OF THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION (CAPITAL PROJECTS –BOND RESOLUTION VOTE) HELD ON DECEMBER 12, 2017, IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK

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

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, duly adopted a bond resolution on **October 19, 2017**, subject to approval at a Special City School District Meeting/Election to be held on **December 12, 2017**; and

WHEREAS, A proposition for such approval was duly submitted at such Special Meeting /Election in the following form:

PROPOSITION

Shall the bond resolution adopted by the Board of Education of the City School District of the City of Niagara Falls, New York, on October 19, 2017, authorizing the reconstruction and construction of improvements to school facilities, as well as site work, equipment, furnishings, machinery and apparatus, at a maximum estimated cost of **\$55,000,000**, authorizing the issuance of **\$55,000,000** bonds of said School District to pay the cost thereof; providing that such sum, or so much thereof as may be necessary, shall be raised by the levy of a tax upon the taxable real property of such School District and collected in annual installments as provided by Section 416 of the Education Law; providing that, in anticipation of said tax, obligations of the School District shall be issued and that such obligations may be issued in excess of the constitutional debt limit of the School District; pledging the faith and credit of said School District for the payment of the principal of and interest on said bonds; determining that the period of probable usefulness thereof and maximum maturity of the serial bonds therefor is thirty years; delegating the power to authorize and sell bond anticipation notes and to fix the details of and to sell serial bonds; containing an estoppel clause and providing for the publication of an estoppel notice, be approved?

WHEREAS, The aforesaid proposition appeared upon the voting machine labels in the following abbreviated form:

PROPOSITION

Shall the October 19, 2017 bond resolution authorizing the issuance of \$55,000,000 bonds to pay the cost of the reconstruction of and improvements to school facilities, site work and incidental costs, at a maximum estimated cost of \$55,000,000 (30 year maximum maturity); authorizing issuance of bonds in excess of the constitutional debt limit providing for a tax levy therefor in annual installments; pledging the District's faith and credit for debt service; delegating power with respect to bonds and notes; and providing for an estoppel procedure, be approved?

WHEREAS, It is required that the proposition for approval of the resolution shall have been approved by at least sixty per centum vote, of the qualified voters voting thereon; and

WHEREAS, The voting at such special meeting/election was conducted by voting machines at the polling places established for each City School District Election District as set forth on Appendix A attached hereto and hereby made a part hereof; and

APPROVAL OF RESOLUTION CANVASSING THE RETURNS OF THE SPECIAL CITY SCHOOL DISTRICT MEETING/ELECTION (CAPITAL PROJECTS –BOND RESOLUTION VOTE) HELD ON DECEMBER 12, 2017, IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK (cont'd.)

WHEREAS, Statements of the canvass of the votes upon the aforesaid proposition have been delivered to the Clerk of the Board of Education of said City School District; and

WHEREAS, Said Board of Education has examined and tabulated the statements of the result of the special meeting in the aforesaid School Election Districts; and

WHEREAS, Such Board of Education has duly canvassed the returns as contained in such statements; 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: It is hereby determined that, based upon all of the aforesaid statements of the result of the special meeting/election, the number of qualified persons voting at the special meeting/election is **948**; the number of “YES” votes for the aforesaid proposition is **811**; and that the number of “NO” votes for said proposition is **137**; and that the number of votes required to adopt the proposition is **60%** of the number of qualified votes cast or at least **569 votes**; and that, accordingly, the yea votes exceed the required number by **242** votes, which constitute an **85%** voter approval rate, it is hereby determined that the aforesaid proposition is declared to be ***adopted***.

Section 3: This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi,
Rev. Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle (Vote at LaSalle American Legion, 8643 Buffalo Avenue)	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	9501 Colvin Blvd.
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.
8	4th	*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	5th	*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	6th	*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.

***HANDICAPPED ACCESSIBLE**

ELECTION DISTRICT	POLLING SITE	Proposition No. #1 - Capital Projects	YES	ABS BAL	NO	ABS BAL	AFFIDAVIT VOTERS	ABSENTEE VOTERS 2017	VOTERS 2017
	TOTAL		750	61	73	64	1	125	822
	TOTAL COMBINED		811		137				948
1	BOE Admin Bldg	Shall the October 19, 2017 bond resolution	24	2	0	3	0	5	24
2	LaSalle American Legion	authorizing the issuance of \$55,000,000 bonds	103	3	20	5	0	8	123
3	Grace Lutheran	to pay the cost of the reconstruction of and	65	5	3	11	0	16	68
4	LaSalle Sr. Ctr.	improvements to school facilities, site work and	31	0	3	3	0	3	34
5	GJ Mann	incidental costs, at a maximum estimated cost	70	3	1	4	0	7	71
6	79th Street	of \$55,000,000 (30 year maximum maturity);	32	3	0	2	0	5	32
7	CEC	authorizing issuance of bonds in excess of the	8	2	2	0	0	2	10
8	St. John AME	constitutional debt limit providing for a tax levy	15	2	1	1	0	3	16
9	VFW Pt. 917	therefor in annual installments; pledging the	20	4	2	0	0	4	22
10	Wrobel	District's faith and credit for debt service;	20	0	6	0	0	0	26
11	NF Pub. Library	delegating power with respect to bonds and	16	0	3	1	0	1	19
12	NACC	notes; and providing for an estoppel procedure,	26	7	3	2	1	9	28
13	St Raphael Ctr.	be approved?	147	5	9	8	0	13	156
14	Spallino		21	3	6	1	0	4	27
15	John Duke Ctr.		38	2	3	3	0	5	41
16	Hyde Park		18	6	4	2	0	8	22
17	Gaskill Prep		17	3	2	2	0	5	19
18	CColumbo		24	4	1	3	0	7	25
19	City Hall		9	1	2	5	0	6	11
20	Niagara Street		19	4	2	4	0	8	21
21	Packard Ct.		19	1	0	1	0	2	19
22	LaSalle Prep		8	1	0	3	0	4	8
	TOTAL		750	61	73	64	1	125	822
	TOTAL COMBINED		811		137				948
1 Affidavit Voter Included: Verified registration with Board of Elections (Dec 13, 2017)									

STATEMENT BY THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
December 13, 2017

Concerning the Maisto Case, the State decided not to appeal the Appellate Court and now returns the decision to Justice O'Connor who needs to look at inputs to see if outputs we are not getting have value. In regard to Small City Schools arrears, Mr. Biggerstaff has agreed to come to the District on February 22 to speak to the Board on the matter.

The District has discovered it is responsible for 12 fire hydrants that are on its property, the NFHS sports field complex and the high school. This has been verified with the Water Board Supervisor. After discussion it was agreed the Water Board would be asked to flow test the 12 hydrants in the spring.

There has been discussion with the Special Education Department regarding the dire substitute situation. We are looking at a model at Niagara St. to have CSE meetings after school (in this week's Personnel Report). We are also going after athletic departments, as right now it is customary to schedule Sectional games at 3:30 p.m. and 4 p.m. causing a loss of instruction and a need for substitutes to cover for coaches. Section VI will be approached on this matter.

Congratulations are in order to the NFHS Music Department students, who study under Veronica Schucker and Brian Chmaj. In all, 22 students performed 27 solo auditions at our Niagara County Music Educators Association Music Festival. All of the students scored between 89-100 points, with the bulk of scores between 95-100. Based on these scores, some students will represent NFHS in the All-County Ensemble Festivals this winter.

The following is a list of our highest scores, as well as names of all auditioning students:

- Grant Asklar scored 100 on both his classical saxophone and jazz saxophone solos
- Emma Cook and Julia Pitaressi both scored 100 on their vocal solos.
- Karissa Drake and Carly Washcalus both scored 99 on their vocal solos.
- Mckenzie Gilmore scored 99 on her vocal jazz solo

Appreciation is extended to Mrs. Dumas and her team for a smooth, seamless election.

EXECUTIVE SESSION

At 8:20 p.m., Mr. Barstys motioned to convene in Executive Session to discuss matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons or corporation, and litigation; seconded by Bishop Dobbs. All were in favor; motion carried unanimously.

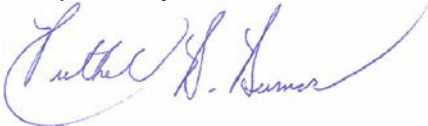
EXECUTIVE SESSION CONCLUDES/BOARD REVIEW SESSION RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Barstys, seconded by Bishop Dobbs. All were in favor; motion carried unanimously.

ADJOURNMENT

The December 13, 2017, Statutory Meeting was adjourned at approximately 9:22 p.m.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

Patti Felton, Note Taker

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

DECEMBER 2017 MEETINGS - MINUTES

DATE: December 21, 2017

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.

CALL TO ORDER: The Regular Meeting was called to order at 6:00 p.m. by President Nicholas Vilardo.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass (6:00), Mr. Cancemi, Bishop Dobbs, Mr. Jocoy (6:00), Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

STAFF PRESENT: M. Laurrie, R. Carella, J. Giarrizzo, R. Granieri, R. Holody, A. Massaro, M. Massaro, J. Roscetti, and E. Smeal

CLERK PRO TEM: Mr. Restaino motioned that Patti Felton serves as Clerk Pro Tem in the absence of District Clerk Ruthel Dumas, seconded by Bishop Dobbs; motion carried unanimously.

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Updates on Community Education – *Mr. Laurrie/Mrs. Muzzi*
- Agenda Review – December 21st Regular Meeting – *Mr. Laurrie /Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Staff

Presentation by Class of 2021

Top Donors

David Wagner
Carly Washcalus
Matt Sarkees
Keiona Barron
Marissa Jackson
Lena Dzialak

Honorable Mention

Mike Murgia
Frank Rotella
Jacob Capotosto
Anesha Miles
Amanda Jocoy
Caitlyn Metzger
Karissa Drake
Emma Cook

Mr. Laurrie and the Board recognized the following as outstanding employees for demonstrating commitment to the students of the Niagara Falls City School District:

Recognition of Outstanding Staff

Louise Dunning
Sam Fruscione
Elizabeth York

ORAL COMMUNICATION:

Mr. Marcus Latham, President of NFT, commended Mrs. Glaser for the wonderful job she did on the *School Days* book. He further thanked Mr. Laurrie for his support.

WRITTEN COMMUNICATIONS

Thank you notes were received from the Following:

- Mr. Larry and Mrs. Andrea Martinez for the kind letter of expression on their mother's passing
- Ms. Lillie Morrisette and family for remembering their mother in such an honorable way

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Cancemi seconded the motion.

November 2017 Board Meetings

11/9 BRS/Public Hearing (Healthy Behaviors)
11/16 ARS/Regular Meeting
11/30 Public Hearing (Capital Projects Program)

The motion was approved by unanimous vote.

BUDGET TRANSFER #5

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #5. Mr. Cancemi 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 \$2,559,275.71 among the following fund, function, object, and location codes:

General Fund:	\$ 2,520,537.71
Special Aid Funds:	\$ 38,338.00
Capital Projects Fund	\$ 400.00

The motion was approved by unanimous vote.

BIDS

None

TREASURER'S REPORT

The Treasurer's Report for October 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for December 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #1 - 10 & Addendum Items #1 - 3 and sub #s ES1- ES12, EX1 - EX3, T105, A1 - A3, H1- H3, K1 - K3, N1 - N3.

Mr. Paretto seconded the motion.

I.	<u>ABOLISHMENTS</u>			
	<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	1	Special Education Mann (.5)/Abate (.5)	A2250.133.056 A2250.133.067	January 2, 2018
II.	<u>CREATIONS</u>			
	<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	2	Special Education Mann (1.0) Abate (.5)/Maple (.5)	A2250.133.056 A2250.133.067/A2250.133.060	January 2, 2018
	1	Elementary Healthy Behaviors Educator Districtwide	A2110.138.098	January 2, 2018

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

III.	<u>PROBATIONARY APPOINTMENT</u>			
	<u>NAME</u> Danielle Narkiewicz <u>R</u>	<u>POSITION/LOCATION</u> Teacher Special Education Abate (.5)/Maple (.5)	<u>SALARY/ACCT. CODE</u> \$49,366 Step 3 – 30M A2250.133.067/A2250.133.060	<u>EFFECTIVE DATES</u>
IV.	<u>REGULAR SUBSTITUTES (60-DAY CONVERSIONS)</u>			
	<u>NAME</u> John E Eagan	<u>POSITION/LOCATION</u> Teaching Assistant NFHS (Carolyn McClendon)	<u>SALARY/ACCT. CODE</u> \$32,373 A2250.143.045	<u>EFFECTIVE DATES</u> September 7, 2017 – NTE June 30, 2018 (converted on 12/6/17)
	Casey Harrison	Teacher Grade 6 Cataract (Christine Crooks)	\$41,659 Step 1 – BA A2101.120.057	December 13, 2017
V.	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Lisa Carruthers	Teacher Special Education Abate (.5) A2250.133.056 Mann (.5) A2250.133.067	Mann (1.0) A2250.133.067	January 2, 2018
	Martin DeRosa <u>S</u>	Teacher Physical Education Kalfas (.4) A2110.120.059 Cataract (.4) A2110.120.057 79 th St. (.2) A2110.120.065	Teacher Health NFHS (Lisa Szalach) A2110.130.045	January 2, 2018
	Christopher Murgia	Teacher on Special Assignment Abate (.5) A2110.138.056 Hyde Park (.5) A2110.138.058	Teacher on Special Assignment Gaskill (1.0) A2110.138.049	February 1, 2018
	Kathleen Urban	Teacher on Special Assignment Gaskill Prep. (1.0) A2110.136.049	Interim Level 5 Administrator (10 month Vice Principal) LaSalle Prep A2020.150.050 \$107,355	February 1, 2018
	John Weatherston <u>S</u>	Teaching Assistant NFHS (Raquela Aversa) A2250.133.067	Teacher Physical Education Kalfas (.4) - A2110.120.059 Cataract (.4) - 2110.120.057 79 th (.2) - A2110.120.065 (Nicholas Ruffolo)	January 2, 2018
VI.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Lisa Szalach	Teacher Health NFHS A2110.130.045	TSA-Elementary Healthy Behaviors Educator Districtwide A2110.138.098	January 2, 2018

VII. SCHEDULE B

2. REVISED TRC: "FIELD TRIPS? YIKES!" – NOVEMBER 2017 – NTE 3 HOURS EACH – \$60.00/HOUR – F2070.131.007.8118

3. TRC COURSE – EDUCATING ENGLISH LANGUAGE LEARNERS: ESTABLISHING A NEW VISION, BUILDING ACADEMIC LITERACIES AND EVIDENCE-BASED ASSESSMENT – NTE 12 HOURS – F2070.131.007.8118

4. TRC ON-LINE COURSE – ELL, COLLABORATION AND THE DEMOGRAPHICS OF THE STUDENTS OF THE NFCSD – NTE 18 HRS. – F2070.131.007.8118

5. SPEECH PAPERWORK – NTE 20 HOURS – F2250.140.098.0718

6. SPEECH PAPERWORK – NTE – 50 HOURS – F2250.140.098.0718

7. PRIDE PROGRAM – NIAGARA ST. – 6 HOURS PER WEEK F2103.140.098.2318

8. NIAGARA STREET SCHOOL AFTER SCHOOL CSE MEETINGS – NTE 6 MEETINGS EACH – F2250.140.098.0718

Dianne Jasek (Teacher)

Christina Magnuson (Teacher)

Maria Meranto (Psychologist)

9. 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – GPS – NTE 50 HOURS FOR THE GROUP – F2103.140.098.2418

Selena Haney

10. 21st CENTURY GRANT – PRIDE TEACHERS – LPS – NTE 50 HOURS EACH – F2103.140.098.2418

Dawn Secic

11. 21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – LPS – NTE 250 HOURS FOR THE GROUP – F2103.140.098.2418

Edward Wisniewski

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

VII. SCHEDULE B (Cont'd.)

A1. 21ST CENTURY - ABATE ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP - F2103.140.098.2318

Kristen Martell	Annmarie Melloni	Devon Printup	Sarah Rizzo
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ES1. EMPIRE STATE ELEMENTARY – 79TH STREET ACADEMIC TEACHERS – GRS. 3-6 – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Cheryl LaBelle	Lynn Pasek
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ES2. EMPIRE STATE ELEMENTARY – 79TH STREET ENRICHMENT TEACHERS – GRS. 3-6 – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Sheila Chille	Yolanda Williamson
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ES5. EMPIRE STATE ELEMENTARY – CATARACT ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Elizabeth Canada	Thomas Marcantonio	Barbara Martin	Diane Pati
Stephanie Polka			

ES6. EMPIRE STATE ELEMENTARY – CATARACT SITE COORDINATOR – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Casey Harrison	Philip Mohr
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ES7. EMPIRE STATE ELEMENTARY – GJ MANN ACADEMIC TEACHERS – GRS 3-6 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Lisa Bolea

ES8. EMPIRE STATE ELEMENTARY – GJ MANN ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Lisa Carruthers	Carrie Cino	Marissa Rogers
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ES10. EMPIRE STATE ELEMENTARY – MAPLE ACADEMIC TEACHERS – GRS. 3-6 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Michele Walker

ES11. EMPIRE STATE ELEMENTARY – MAPLE ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

AmyLynn Benjamin	Linda Blake	Holly Rodgers-Parker
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ES11. EMPIRE STATE ELEMENTARY – MAPLE CLASSIFIED STAFF – NTE 175 HOURS FOR THE GROUP - \$15.22 PER HOUR – F2103.140.098.9718

Grace Stewart	Kathy Violanti
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. SCHEDULE B (Cont'd.)

EX3. ADDITIONS: EXTENDED DAY PROGRAM – NFHS – (10/02/17 – 12/22/17) – NTE 525 HOURS FOR THE GROUP – F2103.131.007.6618

Donald Bass	Jessica Collins	Julia Conti	Nicole Granto-Sheehan
Ebone Rose	Joseph Tieri		

FC1. FAMILY AND COMMUNITY ENGAGEMENT PROGRAM – NTE 275 HOURS FOR THE GROUP – F2103.140.007.1918

Schamille Beaman	Marc Daul	Kristen Grandinetti	Katharine Guthrie
Danae Robertson	Joseph Tiberi		

H1. 21ST CENTURY GRANT – HYDE PARK ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

John Caldwell	Dana Donato	Daniel Giancola	Gail Guthrie
Anthony Kutis	Susanna Mills	Beckie Richards	Andrea Tomala

H2. 21ST CENTURY GRANT – HYDE PARK ACADEMIC TEACHERS – GRS. 5-6 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Dana Donato	Kelly Gawron	Daniel Giancola	Gail Guthrie
Anthony Kutis	Michael Montanaro		

IA100. INTERIM ASSESSMENT CREATION: GLOBAL HISTORY – NFHS – F2103.140.098.0318

Erik Olander	Erin Schwenkbeck
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IA200. INTERIM ASSESSMENT CREATION: ALGEBRA 1 – NFHS – F2103.140.098.0318

Deanna Matsulavage	Michael White
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IA300. INTERIM ASSESSMENT CREATION: EARTH SCIENCE – NFHS – F2103.140.098.0318

Kathryn Canterbury	Karen Syruws
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IA400. INTERIM ASSESSMENT CREATION: LIVING ENVIRONMENT – NFHS – F2103.140.098.0318

Bhawna Chowdhary	Joelle Constantino
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. SCHEDULE B (Cont'd.)

K1. 21ST CENTURY GRANT – KALFAS ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Amy Beckett	Lauren Falsetti	Linda Johnson	Stanley Mack
Linda Olsen	Rebecca Tantillo		

K2. 21ST CENTURY GRANT – KALFAS ACADEMIC TEACHERS – GRS. 5-6 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Amy Beckett	Linda Johnson	Stanley Mack	Rebecca Tantillo
Lauren Falsetti			

N1. ADDITIONS: 21ST CENTURY GRANT – NIAGARA STREET ENRICHMENT TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Sharon Gazy	Joseph Jacob	Edward Kladke	Mary Kohfal
Kassie Ligammari (Sillett)	Zoe Pelletieri	Daniel Weiss	

N2. ADDITIONS: 21ST CENTURY GRANT – NIAGARA STREET ACADEMIC TEACHERS – NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318

Sharon Gazy	Edward Kladke	Zoe Pelletieri	Daniel Weiss
Tammy Zaker			

PI2 PARENT INVOLVEMENT – ABATE – JANUARY 2018- MARCH 2018 - NTE 6 HOURS EACH – F2103.140.056.0118

Donna Nadrowski	MaryKay Reygers
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T100. EXTENDED LEARNING TIME – ABATE – GRS. K-4 - NTE 150 HOURS FOR THE GROUP – F2103.140.098.0118

Janyl Drozek	Sarah Rizzo	Sara Strangio	Bridget Wagner
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T102. EXTENDED LEARNING TIME – KALFAS – GRS. K-4 - NTE 150 HOURS FOR THE GROUP – F2103.140.098.0318

Deborah Hicks	Corinna Scozzaro	Michelle Rawleigh	Shannon Savage
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T103. EXTENDED LEARNING TIME – HYDE PARK – GRS. K-4 - NTE 160 HOURS FOR THE GROUP – F2103.140.098.0318

Sophia Williams

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

VII. SCHEDULE B (Cont'd.)

T105. EXTENDED LEARNING TIME – GJ MANN – GRS. K-2 - NTE 90 HOURS FOR THE GROUP – F2103.140.098.0118

Marissa Chapman Christine Marrone

T106. EXTENDED LEARNING TIME – CATARACT – GRS. K-2 - NTE 90 HOURS FOR THE GROUP – F2103.140.098.0318

Casey Harrison Stephanie Polka

TIPS100. TEACHERS INCREASING PARENTAL SUPPORT (TIPS) – NFHS – NTE 5 HOURS – F2103.140.045.0118

Laurie Metler

VIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Renee Bodkin	Teacher Special Ed. NFHS	Personal (without pay)	November 13 &14, 2017
Monique Gazy	Teacher English LaSalle Prep	Medical (without pay)	November 8, 2017 – December 6, 2017
Tessa Zaepfel	Teacher Grade 4 Kalfas	Personal (without pay)	November 6 & 7, 2017

IX. SCHEDULE C

ADDITION: WINTER SUPPORT STAFF APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – \$50.69/PER DAY – NTE 30 EVENTS A2855.167.025

James Judge

X. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2017 – 2018 NFHS – A2110.141.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Veronica Schucker	1.0	Music Club	\$558

NFHS SKI CLUB CHAPERONE (6 TRIPS) - \$40.74 EACH - A2110.141.045

Cheree Copelin Alexandria Porter

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

ADDENDUM

1. **21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – GPS – NTE 300 HOURS FOR THE GROUP – F2103.140.098.2418**

Kristina Bordeleau	Frank Coney	Sara Englander	Nicole Ennett
Melissa Franke	Kristian Green	Louis Jacklin	Angelica Martin
Kristen Mihalko-Hyland	Meagan Millar	Ann Marie Orfano	Rebecca Yots
David Zona			

2. **21ST CENTURY GRANT – TEACHERS/COUNSELORS/PSYCHOLOGISTS – LPS – EXTENSION – JANUARY 2, 2018 – JUNE 15, 2018– NTE 300 HOURS FOR GROUP – F2103.140.098.2418**

Eda Buzzelli	Renwick Feagin	Monique Gazy	Jessica Kulbago-Onevelo
Dawn Secic	Mark Teoli		

3. **EXTENDED DAY PROGRAM – SITE COORDINATOR – NFHS - EXTENSION - JANUARY 2, 2018 – JUNE 15, 2018 – NTE 200 HOURS – F2103.140.007.6618**

Marc Catanzaro

21ST CENTURY GRANT – SITE COORDINATORS – LPS – EXTENSION – JANUARY 2, 2018 – JUNE 15, 2018 - NTE 700 HOURS TOTAL – F2103.140.098.2418

John Briglio	Nicholas Ruffolo
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21ST CENTURY GRANT – PRIDE TEACHERS – LPS – EXTENSION – JANUARY 2, 2018 – JUNE 15, 2018 - NTE 700 HOURS TOTAL FOR GROUP – F2103.140.098.2418

Alisha Battaglia	Cari DuBois	Maria Fiore	Jolene Lambert
Giannina Lucantoni-Slepian	Paula Placek	Justin Speidel	

21ST CENTURY GRANT – PRIDE TEACHERS – GPS – EXTENSION – JANUARY 2, 2018 – JUNE 15, 2018 - NTE 700 HOURS EACH – F2103.140.098.2418

Steven Hepfer	Nicol Lodick	Christine Lodovico
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM (cont'd.)

21ST CENTURY GRANT – SITE COORDINATORS – GPS – EXTENSION – JANUARY 2, 2018 – JUNE 15, 2018 - NTE 200 HOURS TOTAL – F2103.140.098.2418

Steve Zafuto

ES1. EMPIRE STATE ELEMENTARY – 79TH STREET ACADEMIC TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Robert Aulet
Jerri Presutti

Lisa Graff
Sarah Rizzo

Megan Muth
Patricia Thompson

Jacquetta Nalls-Hooks

ES2. EMPIRE STATE ELEMENTARY – 79TH STREET ENRICHMENT TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 200 HOURS FOR THE GROUP – F2103.140.098.9718

Robert Aulet
Lyndie Grant
Lynn Pasek

Kathy Costanzo
Jacquetta Nalls-Hooks
Terri Ryan

Robert Costanzo
Kathleen LaRock
Yolanda Williamson

Lisa Graff
Megan Muth

ES3. EMPIRE STATE ELEMENTARY – 79TH STREET SITE COORDINATOR – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 140 HOURS FOR THE GROUP – F2103.140.098.9718

Lyndie Grant

Anargyros Halaris

ES4. EMPIRE STATE ELEMENTARY – CATARACT ACADEMIC TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Thomas Marcantonio

ES5. EMPIRE STATE ELEMENTARY – CATARACT ENRICHMENT TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 200 HOURS FOR THE GROUP – F2103.140.098.9718

Theresa Gutierrez
Kenneth White

Mary Kurek

Courtney McCreary

Corinna Scozzaro

ES6. EMPIRE STATE ELEMENTARY – CATARACT SITE COORDINATOR – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 140 HOURS FOR THE GROUP – F2103.140.098.9718

Noelle Gaetano

Mary Kurek

ES7. EMPIRE STATE ELEMENTARY – GJ MANN ACADEMIC TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Johanna Bolender
Maria Ganczewski

Edward Carlo
Linus McDonough

Lisa Carruthers
Linda Silvestri

Carrie Cino
Caren Stevens

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

ADDENDUM (cont'd.)

ES8. EMPIRE STATE ELEMENTARY – GJ MANN ENRICHMENT TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 200 HOURS FOR THE GROUP – F2103.140.098.9718

Deborah Blanchard	Briana Bolea	Lisa Bolea	Carlos Bradberry
Amy Burkestone	Marissa Chapman	Laura Collier	Maria Ganczewski
Patricia Krolewski	Michael Kurilovitch	Cheryl LaBelle	Christine Marrone
Michelle Pirolli	Nancy Porto	Margaret Rhodes	Linda Silvestri
Caren Stevens	Rhonda Vekich	Joanne Washcalus	Karen White
Thomas Zafuto			

ES9. EMPIRE STATE ELEMENTARY – GJ MANN SITE COORDINATOR – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 140 HOURS TOTAL – F2103.140.098.9718

Laura Kashishian

ES10. EMPIRE STATE ELEMENTARY – MAPLE ACADEMIC TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 175 HOURS FOR THE GROUP – F2103.140.098.9718

Colleen Caprio	Judith Conner	Sandra Dingwall	Lisa Granieri
Terri Gregg	Romel Griggs	Marquetta Hunter	Michael Johnson
MaryAnn Kramer	Trisha LaSota	Ronni McGrath	Mary Ellen McKean
Colleen Ponticello	Christopher Robins	Thomas Sauvageau	Lori Spanbauer

ES11. EMPIRE STATE ELEMENTARY – MAPLE ENRICHMENT TEACHERS – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 200 HOURS FOR THE GROUP – F2103.140.098.9718

Colleen Caprio	Judith Conner	Sandra Dingwall	Jeanine Donato-Catanzaro
Lisa Granieri	Terri Gregg	Romel Griggs	Michael Johnson
MaryAnn Kramer	Trisha LaSota	Ronni McGrath	Mary Ellen McKean
Colleen Ponticello	Christopher Robins	Thomas Sauvageau	Nancy Scirto
Lori Spanbauer	Kathy Violanti	Michele Walker	

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

ADDENDUM (cont'd.)

ES12.	<u>EMPIRE STATE ELEMENTARY – MAPLE SITE COORDINATOR – EXTENSION - JANUARY 2, 2018 – JUNE 1, 2018 NTE 140 HOURS FOR THE GROUP – F2103.140.098.9718</u>			
	Lisa Granieri	Angela Manella		
EX1.	<u>EXTENDED DAY PROGRAM – CEC – EXTENSION - JANUARY 2, 2018 – JUNE 15, 2018 – NTE 150 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Brandi Brown	Elizabeth Carroll	Jessica Collins (McKinney)	Richard Hoffman
	Matthew Leo			
EX2.	<u>EXTENDED DAY PROGRAM – NFHS - EXTENSION - JANUARY 2, 2018 – JUNE 15, 2018 – NTE 100 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Deanne Giambra	Bonnie Kane	Corinna Scozzaro	
EX3.	<u>EXTENDED DAY PROGRAM – NFHS – EXTENSION - JANUARY 2, 2018 – JUNE 15, 2018 NTE 800 HOURS FOR THE GROUP – F2103.131.007.6618</u>			
	Christine Barstys	Catherine Burke	Goldie Burton	Nicole Campbell (Lasut)
	Brian Carey	Bryan Collins	Marc Daul	Judith Deull
	Adrian Ennett	Michael Evans	Randy Gall	Victoria Grant
EX3.	<u>EXTENDED DAY PROGRAM – NFHS – EXTENSION - JANUARY 2, 2018 – JUNE 15, 2018 NTE 800 HOURS FOR THE GROUP – F2103.131.007.6618 (Cont'd.)</u>			
	Kate Johnston	Stosh Kajfasz	Denise Karski	Terese Loiacano
	Dean Melson	Kenneth Nossavage	Tammy Novak	Michele O'Connor
	Alexandria Porter	William Rodgers	Ebone Rose	Holly Spanbauer
	Alan Stockings	Michael Vilardo	Dennis Wilson	
T105.	<u>EXTENDED LEARNING TIME – GJ MANN – ADDITION OF HOURS NTE 140 HOURS FOR THE GROUP – F2103.140.098.0118</u>			
	Caterina Antonacci	Lisa Bolea	Jennifer Castellani	Mary Harris
	Lori Knapp	Michelle Pirolli	Nancy Porto	Rhonda Vekich
	Joanne Washcalus			
A1.	<u>21ST CENTURY GRANT – ABATE ENRICHMENT TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 200 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Peter Carlo	Andrew Fisher	Samuel Fruscione	Donna Nadrowski

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

ADDENDUM (cont'd.)

A1.	<u>21ST CENTURY GRANT – ABATE ENRICHMENT TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 200 HOURS FOR THE GROUP–F2103.140.098.2318 (Cont'd.)</u>			
	Laura Piazza	Mary Kay Reygers	James Stypa	Cathy Touma-D'Angelo
	Kristina Zaffran			
A2.	<u>21ST CENTURY GRANT – ABATE ACADEMIC TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Mallory Davis	Susan Dineen	Pamela Garabedian	Margaret Robideau
A3.	<u>21ST CENTURY GRANT – SITE COORDINATORS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 140 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Elizabeth Colangelo	Mallory Davis		
H1.	<u>21ST CENTURY GRANT – HYDE PARK TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 200 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Robert Augustino	Tiffany Bradberry	John Caldwell	Carrie Cino
	Kelly Gawron	Daniel Giancola	Gail Guthrie	Loretta Hylton
	Terri Ryan			
H2.	<u>21ST CENTURY GRANT – HYDE PARK ACADEMIC TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Carrie Cino	Andrea Tomala		
H3.	<u>21ST CENTURY GRANT – HYDE PARK SITE COORDINATORS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 140 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Carrie Cino	Christopher Murgia		
K1.	<u>21ST CENTURY GRANT – KALFAS TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 200 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Thomas Filosofos	Valerie Klender	Corinna Scozzaro	
K2.	<u>21ST CENTURY GRANT – KALFAS ACADEMIC TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Thomas Filosofos	Geraldine Koch	Linda Olsen	
K3.	<u>21ST CENTURY GRANT – KALFAS SITE COORDINATORS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 140 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Thomas Filosofos	Sara Morreale		
N1.	<u>21ST CENTURY GRANT – NIAGARA STREET TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 200 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Raquela Aversa	Jennifer Everts	Kelly Gawron	Lenny LeBlanc
	Matthew Thompson	Amanda Vail	Tammy Zaker	

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

ADDENDUM (cont'd.)

N2.	<u>21ST CENTURY GRANT – NIAGARA STREET ACADEMIC TEACHERS – EXTENSION JANUARY 2, 2018 – JUNE 1, 2018 - NTE 175 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Jessica Fortunate	Sandra Peters	Kassie Sillett	
N3.	<u>21ST CENTURY GRANT – NIAGARA STREET SITE COORDINATORS – EXTENSION – JANUARY 2, 2018 – JUNE 1, 2018 - NTE 140 HOURS FOR THE GROUP – F2103.140.098.2318</u>			
	Ashley Andreana	Corey Bley	Stefany Critelli	Rina Dunlap
	Tina Ligammare	Angela Ruffolo	Amanda Vail	Tammy Zaker

Mr. Barstys asked that the record show that he would be abstaining on all personnel actions, within the report, for Christine Barstys.

Mr. Barstys' vote on the Certificated Report is in the affirmative on all items with the exception of any action for Christine Barstys in which he abstains.

The vote on the motion was as follows:

Ayes: Mr. Barstys (exception: abstain on action for Christine Barstys), Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items I through XI.
Mr. Cancemi seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u> Deborah Pucci	<u>POSITION/LOCATION</u> Classroom Associate G J Mann	<u>YEARS OF SERVICE</u> 27 years 3 months	<u>EFFECTIVE DATE</u> December 22, 2017
	Perry Robinson	General Repairer Maintenance	39 years 11 months	February 24, 2018
II.	<u>PROBATIONARY APPOINTMENT</u>			
	<u>NAME</u> Ryan J Mang R	<u>FROM:</u> General Laborer Maintenance \$49,085 A1621.162.016	<u>TO:</u> Groundskeeper Maintenance \$51,215 (Step 4 w/longevity) A1620.162.016	<u>EFFECTIVE DATE</u> December 22, 2017 (probationary period ends March 21, 2018)
	<u>PROMOTIONAL APPOINTMENT</u>			
	<u>NAME</u> Daniel Tunnickliff	<u>FROM:</u> Cleaner (7 Hours) Maple Ave.	<u>TO:</u> Cleaner (8 Hours) NFHS	<u>EFFECTIVE DATE</u> October 1, 2017
III.	<u>PROMOTIONAL/PROVISIONAL APPOINTMENT</u>			
	<u>NAME</u> Kristin Lodick R	<u>FROM:</u> Secretary I Abate \$43,509 (Step 4 w/longevity) A2020.164.056	<u>TO:</u> Secretary II Assessment \$44,676 (Step 3 w/longevity) A2020.164.006	<u>EFFECTIVE DATE</u> December 22, 2017
IV.	<u>PROVISIONAL APPOINTMENT</u>			
	<u>NAME</u> Kory Keiper R	<u>POSITION/LOCATION</u> Auto Mechanic Maintenance	<u>SALARY/ACCOUNT CODE</u> \$48,414 (Step 1) A1621.162.016	<u>EFFECTIVE DATE</u> January 2, 2018 (pending pre-employment requirements)
V.	<u>TEMPORARY APPOINTMENT</u>			
	<u>NAME</u> Adam M Alfearie	<u>POSITION/LOCATION</u> Temporary General Laborer (Ryan Mang)	<u>SALARY/ACCT. CODE</u> \$42,054 (Step 1) A1621.162.016	<u>EFFECTIVE DATE</u> December 22, 2017
	Carolyn Felts	Temporary Cleaner – 8 hrs.	\$31,669 A1621.167.045	November 20, 2017
	Bonnie O'Leary	Temporary Cleaner – 8 hrs. (Daniel Tunnickliff)	\$31,026 A1621.167.045	November 20, 2017
	David Spacone Jr	Temporary Groundskeeper	\$48,060 A1621.162.016	December 22, 2017

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

VI. **REVISED: TEMPORARY APPOINTMENT – SCHOOL BOARD ELECTION PREPARATION FOR THE SCHOOL BOARD ELECTION (MAY 16, 2017) – 8 HOURS @ \$20.00/HR. A1060.463.028**

John Owens

VII. **EXTENSION OF TEMPORARY APPOINTMENTS**

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$49,296 Step 1 w/Longevity A1621.162.067	January 1, 2018 - January 31, 2018
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1621.162.052	January 1, 2018 - January 31, 2018
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1621.167.052 (.6) A1621.167.015 (.4)	January 1, 2018 - January 31, 2018
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$31,669 Step 2 A1621.167.060	January 1, 2018 - January 31, 2018
Sherri Huff	Porter Maple (Mark Palmer)	\$39,340 Step 1 w/Longevity A1621.162.060	January 1, 2018 - January 31, 2018
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1621.167.016	January 1, 2018 - January 31, 2018
Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1621.167.067	January 1, 2018 - January 31, 2018
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1621.167.016	January 1, 2018 - January 31, 2018
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1621.162.015	January 1, 2018 - January 31, 2018
Mark Palmer	Custodian Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1621.162.015 (.5) A1621.162.052 (.5)	January 1, 2018 - January 31, 2018
Nathan Smith	Cleaner 7 Hours District-Wide – Niagara Street (Maria Carella)	\$31,025 Step 1 A1621.167.061	January 1, 2018 - January 31, 2018
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1621.167.045	January 1, 2018 - January 31, 2018

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

VII. EXTENSION OF TEMPORARY APPOINTMENTS (Cont'd.)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Bertha Travis	School Office Support Clerk Purchasing	\$27,515 Step 1 (pro-rated) A1345.164.008	January 1, 2018 - January 31, 2018
Kaylee Ulrich	Cleaner 7 Hours District-wide - LPS (Maria Strangio)	\$32,314 Step 3 A1621.167.050	January 1, 2018 - January 31, 2018

VIII. INVOLUNTARY TRANSFER

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Gloria Jackson	Asst. Child Care Associate Cataract A2250.0173.050	Asst. Child Care Associate 79 th St. A2250.173.065	January 2, 2018

IX. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Gail Favaloro	Pre-K Classroom Assoc. 5.5 Hrs Abate (Probationary)	Pre-K Classroom Assoc. 5.5 Hrs Abate	January 1, 2018
Rebecca Hedgepath	School Monitor Lunch 3 Hours Abate (Probationary)	School Monitor Lunch 3 Hours Abate	January 1, 2018
Janice Mistretta	Pre-K Classroom Assoc. 5.5 Hrs 79 th St. (Probationary)	Pre-K Classroom Assoc. 5.5 Hrs 79 th St.	January 1, 2018
Marc Morgan	Asst. Child Care Assoc. 6 Hrs NFHS (Probationary)	Asst. Child Care Assoc. 6 Hrs NFHS	January 1, 2018
Roberta Rubin	Senior School Monitor 7 Hrs. Gaskill (Probationary)	Senior School Monitor 7 Hrs. Gaskill	January 1, 2018
Brenda Wyrosdick (Huffman)	Health Associate 6.5 Hours Abate (Probationary)	Health Associate 6.5 Hours Abate	January 1, 2018

X. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Richard Allen	Food Service Worker Gaskill	Personal (without pay)	November 21, 2017 – June 30, 2018
Alida Barreto	Special Ed. Associate NFHS	Medical (without pay)	December 12, 2017 NTE June 30, 2018

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

X.	<u>LEAVE OF ABSENCE (Cont'd.)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATE</u>
	Ronald Carr	Cleaner – 7 hrs. CEC/Central Office	Personal (without pay)	December 14, 2017
	Andrea Greig	Nurse Districtwide	Medical (without pay)	December 19, 2017 NTE March 23, 2018
	Deborah LaGamba	Pre-K Associate Maple Ave.	Medical (without pay)	December 13, 2017 – January 31, 2018
	Crayuana Page	Pre-K Classroom Assoc. Abate	Personal (without pay)	December 4-8, 2017
	Kimberly Rubin	Lunch Associate Hyde Park	FMLA (without pay)	November 7, 2017
	Margaret Rowles	Library Associate Abate	Medical (without pay)	November 28, 2017 – January 12, 2018
XI.	<u>ADDITIONAL HOURS</u>			
1.	<u>PARENT & FAMILY ENGAGEMENT ACTIVITIES – KALFAS – NTE 2 HOURS (\$14.71 Per Hour) – DECEMBER 7, 2017 – F2103.177.059.0118</u>			
	William Quinn			
PI1.	<u>PARENT INVOLVEMENT – ABATE – JANUARY 2018 – MARCH 2018 - \$17.79 PER HOUR - NTE 6 HOURS – F2103.177.056.0188</u>			
	Pamela Fuller			

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Bishop Dobbs moved for approval of the following resolution.
Mr. Cancemi seconded the motion.

WHEREAS, The Committee on Special Education met on October 18, 19, 25, November 7, 8, 9, 13, 14, 15, 16, 17, 20, 21, 22, 28, 29, 30, December 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 2017 for the annual review of special education students and October 30, November 6, 7, 13, 14, 15, 16, 20, 21, 22, 27, 28, 29, 30, December 4, 5, 6, 7, 8, 12, 13, 14, 15, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on 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 Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 12/21/17, 4, 4.08](#)) made by the Committee on Special Education for the 2017-2018 school year.

The motion was approved by unanimous vote.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Bishop Dobbs moved for approval of the following resolution.
Mr. Cancemi seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on November 14, 15, 16, 2017 and December 4, 5, 7, 12, 2017 to review and initiate the placement of preschool students with disabilities, and

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", 2017, 12/21/17, 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 2017-2018 school year.

The motion was approved by unanimous vote.

SHORT-TERM CONTRACTS

The following Short-Term contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	The Research Foundation for SUNY UB Commons, Suite 211 520 Lee Entrance Amherst, NY 14228-2567	Workshop – Mental/Social Support for Empire State Grant	\$4,765.00	January 8, 2018 – June 1, 2018 (50 Days)	Stan Wojton	Maria Massaro 12/12/17 Mark Laurrie 12/12/17
2.	Nathaniel Dett Chorale 319 York Lane University 4700 Keele Street Toronto, ON M3J 1P3	Rev. Dr. Martin Luther King, Jr. Presentation	\$5,700	January 11, 2018	Judie Glaser	Maria Massaro 12/19/17 Mark Laurrie 12/19/17

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM THE TEACHER'S DESK

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

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, The Teacher's Desk is a store in Buffalo, New York where teachers shop free for new books, school supplies, and teacher resources for students in their classrooms; and

WHEREAS, This donation is worth \$18,380; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of Disney *Frozen* 3D Bike Helmets, worth \$18,380; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to

Mr. John Mika
The Teacher's Desk
22 Northampton Street
Galesburg, IL 61401

NAEIR
560 McClure St.
Buffalo, NY 14209

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.02 ACCEPTANCE OF FUNDS FOR THE 2017-2018 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTION 611

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

WHEREAS, The Federal government, through the State Education Department, has made funds available for ESEA Section 611 - Federal IDEA Funding for The Education of Students With Disabilities Grant; and

WHEREAS, Section 611 allocates money to school districts for the purpose of providing supportive services to students with disabilities; and

WHEREAS, Official notification of approval of the application and award in the amount of \$1,993,102 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Federal IDEA Funding for the Education of Students with Disabilities Grant - Section 611 Grant; and

RESOLVED, That the grant award of \$1,993,102 be credited to Revenue Account F4256.070.18; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2250.132.098.0718	PER DIEM	\$41,096
F2250.140.098.0718	SCHEDULE B	\$50,000
F2250.133.045.0718	TEACHER - NFHS	\$195,919
F2250.133.049.0718	PSYCHOLOGIST-GPS	\$52,453
F2250.133.007.0718	PSYCHOLOGIST INTERNS	\$45,000
F2250.133.057.0718	TEACHER - CATARACT	\$76,421
F2250.133.058.0718	TEACHER - HYDE PARK	\$41,852
F2250.133.067.0718	PSYCHOLOGIST - MANN	\$22,793
F2250.138.006.0718	CSE CHAIRPERSON	\$57,198
F2250.143.056.0718	TA - ABATE	\$32,373
F2250.143.057.0718	TA - CATARACT	\$48,559
F2250.143.059.0718	TA - KALFAS	\$32,373
F2250.143.061.0718	TA - NIAG STR	\$64,746
F2250.143.065.0718	TA - 79TH	\$32,373
F2250.143.067.0718	TA - MANN	\$32,373
F2250.147.058.0718	PSA - HYDE PARK	\$52,360
F2250.147.067.0718	PSA - MANN	\$52,360
F2250.149.098.0719	DIST WIDE SUBS	\$1,500
F2250.164.007.0718	SECRETARY/CLERICAL	\$79,294
F2250.177.045.0718	ASSOC: NFHS	\$35,398
F2250.177.061.0718	ASSOC: NIAG ST	\$16,305
F2250.404.007.0718	CONSULTANTS	\$512,674
F2250.409.007.0718	TRAVEL/CONFERENCES	\$8,676
F2250.540.007.0718	SUPPLIES	\$28,250
F2250.803.096.0718	FICA/MEDICARE	\$89,283
F2250.800.096.0718	CLASSIFIED PENSION ERS	\$23,716
F2250.802.096.0718	CERTIFIED PENSION TRS	\$101,981
F2250.807.096.0718	HEALTH INSURANCE	\$149,471
TOTAL		\$1,993,102

6.02 ACCEPTANCE OF FUNDS FOR THE 2017-2018 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTION 611 (cont'd.)

Revenue Code: F4256.070.18

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: Federal IDEA Funding for the Education of Students with Disabilities
3. Funding Source: The State Education Department
4. Total Budget: \$1,993,102
5. Total Staff: 23.29
6. Number of Clients Served: 1,405
7. Objectives
 - Increase the number of students passing the Standards
 - Increase the number of students receiving a Regent's Diploma
 - Decrease the number of students requiring Special Education Services
 - To develop staff awareness of cultural differences through diversity training
 - To establish 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)
8. Major Evaluation
 - Conduct Annual Review of children

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.03 ACCEPTANCE OF FUNDS FOR THE 2017-2018 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTION 619

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

WHEREAS, The Federal government, through the State Education Department, has made funds available for the education of students with disabilities through the 2017-2018 Federal IDEA – Section 619 Funding; and

WHEREAS, Official notification of approval of the application and award in the amount of \$100,265 has been received; therefore be it

6.03 ACCEPTANCE OF FUNDS FOR THE 2017-2018 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTION 619 (cont'd.)

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Federal IDEA Funding for the Education of Students with Disabilities Grant – Section 619; and

RESOLVED, That the grant award of \$100,265 be credited to Revenue Code: F4256.730.17; and

RESOLVED, That the money be expended in the following function/object codes:

Section 619

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2250.133.058.7318	TEACHER	0.25	\$ 23,946
F2250.143.056.7318	PEP TA	0.45	14,568
F2250.404.007.7318	CONTRACTUAL		59,051
F2250.540.007.7318	SUPPLIES		2,379
F2250.409.007.7318	TRAVEL		<u>321</u>
			\$100,265

Revenue Code: F4256.730.17

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: Federal IDEA Funding for the Education of Students with Disabilities
3. Funding Source: The State Education Department
4. Total Budget: \$100,265
5. Total Staff: 0.7
6. Number of Clients Served: 400
7. Objectives
 - Increase the number of students passing the Standards
 - Increase the number of students receiving a Regent's Diploma
 - Decrease the number of students requiring Special Education Services
 - To develop staff awareness of cultural differences through diversity training
 - To establish 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)
8. Major Evaluation
 - Conduct Annual Review of children

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.04 ACCEPTANCE OF FUNDS FOR THE 2017-2018 MENTOR TEACHER /INTERNSHIP PROGRAM

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 2017-2018 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$14,400 be credited to Revenue Account F3289.220.18 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2103.140.098.2218	Schedule B	\$4,000
F2103.149.098.2218	Substitutes	6,656
F2103.404.007.2218	Purchase Services	3,500
F2103.540.007.2218	Supplies	<u>244</u>
TOTAL		\$14,400
Revenue Account: F3289.220.18		

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: 2017-18 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.

6.04 ACCEPTANCE OF FUNDS FOR THE 2017-2018 MENTOR TEACHER /INTERNSHIP PROGRAM (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.05 ACCEPTANCE OF FUNDS FOR THE 2017-2018 EXPANDED PRE-KINDERGARTEN – 3 YEAR OLDS

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 \$425,984 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Universal Pre-Kindergarten – 3 Year Old Grant; and

RESOLVED, That the grant award of \$425,984 be credited to Revenue Account F3289.330.18 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2510.133.056.3318	PRE-K TEACHER	2.00	\$191,564
F2510.138.007.3318	GRANT COORDINATOR	0.10	9,578
F2510.132.098.3318	SCHEDULE B		2,432
F2510.150.007.3318	PRE-K ADMINISTRATOR	0.20	11,113
F2510.164.007.3318	SECRETARY	0.25	14,768
F2510.177.056.3318	ASSOCIATES	4.00	64,000
F2510.404.056.3318	PURCHASED SERVICES		22,500
F2510.540.056.3318	SUPPLIES		40,000
F2510.800.096.3318	ERS		7,877
F2510.802.096.3318	TRS		21,469
F2510.803.096.3318	FICA/MEDICARE		22,449
F2510.804.096.3318	WORKER'S COMP		7,172
F2510.806.096.3318	UNEMPLOYMENT		7,630
F2510.807.096.3318	HEALTH		3,432
TOTAL		6.55	\$425,984

Revenue Code: F3289.330.18

6.05 ACCEPTANCE OF FUNDS FOR THE 2017-2018 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: \$425,984
5. Total Staff: 6.55
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. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.06 ACCEPTANCE OF FUNDS FOR THE 2017-2018 STATEWIDE UNIVERSAL PREKINDERGARTEN GRANT

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 \$289,131 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Statewide Universal Full-Day Prekindergarten Grant; and

RESOLVED, That the grant award of \$289,131 be credited to Revenue Account F3289.320.18 Statewide Universal Prekindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

**6.06 ACCEPTANCE OF FUNDS FOR THE 2017-2018 STATEWIDE
UNIVERSAL PREKINDERGARTEN GRANT (cont'd.)**

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.133.058.3218	INSTRUCTIONAL	\$19,493
F2510.150.007.3218	PRE-K COORDINATOR	\$10,500
F2510.150.061.3218	PRE-K ADMINISTRATOR	\$6,000
F2510.150.056.3218	PRE-K ADMINISTRATOR	\$223,000
F2510.164.007.3218	CLERICAL	\$11,000
F2510.177.058.3218	ASSOCIATE	\$3,480
F2510.404.007.3218	CONTRACTUAL	\$965
F2510.540.007.3218	SUPPLES	\$3,524
F2510.409.007.3218	TRAVEL	\$2,753
F2510.807.096.3218	HEALTH	\$1
		\$289,131

Revenue Code: F3289.320.18

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: \$289,131
5. Total Staff: 1.50
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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

**6.07 ACCEPTANCE OF FUNDS FOR THE 2017-2018 UNIVERSAL PRE-
KINDERGARTEN (UPK) GRANT**

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

6.07 ACCEPTANCE OF FUNDS FOR THE 2017-2018 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT (cont'd.)

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 \$1,687,067.87 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Universal Pre-Kindergarten Grant; and

RESOLVED, That the grant award of \$1,893,671 be credited to Revenue Account F3289.310.18 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.133.056.3118	INSTRUCTIONAL – ABATE	\$189,363
F2510.133.058.3118	INSTRUCTIONAL - HYDE PARK	\$100,137
F2510.133.059.3118	INSTRUCTIONAL - KALFAS	\$286,461
F2510.133.060.3118	INSTRUCTIONAL - MAPLE	\$95,782
F2510.133.061.3118	INSTRUCTIONAL - NIAGARA STR	\$157,644
F2510.133.065.3118	INSTRUCTIONAL - 79TH	\$163,265
F2510.133.067.3118	INSTRUCTIONAL - MANN	\$1165,522
F2510.164.007.3118	ADMINISTRATION SECRETARY	\$19,156.40
F2510.177.056.3118	ASSOC - ABATE	\$76,886.54
F2510.177.057.3118	ASSOC - CATARACT	\$45,131.46
F2510.177.058.3118	ASSOC - HYDE PARK	\$59,987.40
F2510.177.059.3118	ASSOC - KALFAS	\$78,104.40
F2510.177.060.3118	ASSOC - MAPLE	\$62,282.22
F2510.177.061.3118	ASSOC - NIAG ST	\$59,222.46
F2510.177.065.3118	ASSOC - 79TH	\$60,188.70
F2510.177.067.3118	ASSOC - GJ MANN	\$62,030.60
		\$1,687,067.87

Revenue Code: F3289.310.18

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: \$1,687,067.87
5. Total Staff: 33.10
6. Number of Clients Served: 413 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.

6.07 ACCEPTANCE OF FUNDS FOR THE 2017-2018 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.08 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA TITLE I GRANT

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

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 \$4,457,045 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2017-2018 ESEA Title I Grant; and

RESOLVED, That the grant award of \$4,457,045 be credited to Revenue Account F4126.010.18 ESEA Title I Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2103.132.098.0118	SUMMER (PER DIEM)		\$28,250
F2103.133.045.0118	TEACHER-NFHS	3.50	\$330,630
F2103.133.049.0118	TEACHER-GPS	2.00	\$136,095
F2103.133.050.0118	TEACHER-LPS	4.50	\$299,860
F2103.133.056.0118	TEACHER – ABATE	2.00	\$160,879
F2103.133.058.0118	TEACHER - HYDE PARK	1.00	\$67,483
F2103.133.059.0118	TEACHER-KALFAS	1.00	\$100,137
F2103.133.061.0118	TEACHER – NSS	1.00	\$63,903
F2103.133.065.0118	TEACHER - 79 TH	1.00	\$69,740
F2103.133.067.0118	TEACHER – MANN	3.00	\$192,409
F2103.140.007.0118	SCHEDULE B AFTER SCHOOL (HOMELESS)		\$10,000
F2103.140.096.0118	SCHEDULE B SPEC TEAM (NON-FOCUS)		\$185,982
F2103.140.098.0118	SCHEDULE B (SCH YR / SUMMER WORK)		\$145,000
F2103.143.052.0118	PEP TA – CEC	0.50	\$16,187
F2103.143.056.0118	PEP TA – ABATE	3.00	\$97,119
F2103.143.057.0118	PEP TA - CATARACT	2.00	\$64,747
F2103.143.058.0118	PEP TA – HP	3.00	\$97,119

**6.08 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA
TITLE I GRANT (cont'd.)**

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2103.143.059.0118	PEP TA - KALFAS	2.00	\$64,746
F2103.143.060.0118	PEP TA - MAPLE	2.00	\$64,746
F2103.143.061.0118	PEP TA - NIAG STR	4.00	\$129,492
F2103.143.065.0118	PEP TA - 79 TH	2.00	\$64,746
F2103.143.067.0118	PEP TA - MANN	2.00	\$64,746
F2103.164.007.0118	SECRETARY	0.50	\$25,147
F2103.167.096.0118	SUMMER NURSE - ELP PROGRAM (FOCUS)		\$5,808
F2103.171.067.0118	CLASSROOM ASSOC. ESL - MANN	1.00	\$20,000
F2103.171.096.0118	SUMMER CLASS ASSOC. ELP (FOCUS)		\$2,510
F2103.404.098.0118	PURCHASE SERVICES - DIST-WIDE		\$255,724
F2103.409.007.0118	TRAVEL - DISTRICTWIDE STAFF		\$6,000
F2103.409.074.0118	TRAVEL - NIAGARA CATHOLIC		\$5,837
F2103.409.079.0118	TRAVEL - CATHOLIC ACADEMY		\$3,784
F2103.540.007.0118	SUPPLIES-VARIOUS DISTRICT-WIDE		\$182,852
F2103.540.096.0118	SUMMER ELP SUPPLIES		\$4,224
F2103.800.096.0118	ERS		\$785
F2103.802.096.0118	TRS		\$3,736
F2103.803.096.0118	SOCIAL SECURITY		\$3,291
F2103.807.096.0118	HEALTH BENEFITS		\$109,919
		41.00	\$3,083,633
F2103.138.007.0118	TSA - DISCTRICT WIDE	1.50	\$148,028
F2103.138.045.0118	TSA - NFHS	2.00	\$191,564
F2103.138.049.0118	TSA - GASKILL	2.00	\$159,318
F2103.138.050.0118	TSA - LASALLE	1.00	\$83,183
F2103.138.056.0118	TSA - ABATE	1.00	\$84,073
F2103.138.057.0118	TSA - CATARACT	1.00	\$84,515
F2103.138.058.0118	TSA - HP	0.50	\$50,069
F2103.138.060.0118	TSA - MAPLE	0.50	\$47,448
F2103.138.061.0118	TSA - NIAG. ST.	1.00	\$97,960
F2103.138.065.0118	TSA - 79TH	1.00	\$97,959
F2103.138.067.0118	TSA - MANN	1.00	\$97,959
		12.50	\$1,142,076
F2103.140.045.0118	P & F ENGAGE. SCHEDULE B - NFHS		\$4,865
F2103.140.049.0118	P & F ENGAGE. SCHEDULE B - GASKILL		\$2,919
F2103.140.050.0118	P & F ENGAGE. SCHEDULE B - LASALLE		\$1,217
F2103.140.056.0118	P & F ENGAGE. SCHEDULE B - ABATE		\$2,473
F2103.140.058.0118	P & F ENGAGE. SCHEDULE B - HYDE PARK		\$811
F2103.140.059.0118	P & F ENGAGE. SCHEDULE B - KALFAS		\$1,460
F2103.140.060.0118	P & F ENGAGE. SCHEDULE B - MAPLE		\$811
F2103.140.065.0118	P & F ENGAGE. SCHEDULE B - 79TH		\$730
F2103.140.067.0118	P & F ENGAGE. SCHEDULE B - MANN		\$811
F2103.149.050.0118	PARENT EDU. - FOCUS - LASALLE		\$3,649
F2103.149.057.0118	PARENT EDU. - FOCUS - CATARACT		\$4,987
F2103.149.058.0118	PARENT EDU. - FOCUS - HYDE PARK		\$3,244
F2103.149.059.0118	PARENT EDU. - FOCUS - KALFAS		\$4,916
F2103.149.061.0118	PARENT EDU. - FOCUS - NIAGARA ST.		\$1,622
F2103.149.065.0118	PARENT EDU. - FOCUS - 79TH		\$3,649

**6.08 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA
TITLE I GRANT (cont'd.)**

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2103.168.007.0118	CLASS/CLERICAL DIST/PARENT COMMITTEE		\$6,000
F2103.177.050.0118	HRLY P & F ENGAGE. - LPS		\$250
F2103.177.056.0118	HRLY P & F ENGAGE. - ABATE		\$401
F2103.177.057.0118	HRLY P & F ENGAGE. - CATARACT		\$998
F2103.177.058.0118	HRLY P & F ENGAGE. - HYDE PARK		\$1,247
F2103.177.059.0118	HRLY P & F ENGAGE. - KALFAS		\$245
F2103.177.060.0118	HRLY P & F ENGAGE. - MAPLE		\$226
F2103.177.065.0118	HRLY P & F ENGAGE. - 79TH		\$267
F2103.177.067.0118	HRLY P & F ENGAGE. - MANN		\$199
F2103.178.050.0118	HRLY PARENT EDU. - LASALLE (FOCUS)		\$250
F2103.178.058.0118	HRLY PARENT EDU. - HYDE PARK (FOCUS)		\$624
F2103.178.061.0118	HRLY PARENT EDU. - NIAGARA ST. (FOCUS)		\$186
F2103.428.049.0118	PARENT EDU. - GASKILL		\$6,000
F2103.428.050.0118	PARENT EDU. - LASALLE		\$750
F2103.428.058.0118	PARENT EDU. - HYDE PARK		\$500
F2103.428.061.0118	PARENT EDU. - NIAGARA ST.		\$5,000
F2103.429.045.0118	P & F ENGAGE. MENTAL HEALTH SERVICES - NFHS		\$3,000
F2103.429.061.0118	P & F ENGAGE. PARENT MEETINGS - NIAGARA ST.		\$1,065
F2103.543.049.0118	PARENT EDU. - PARENT SEMINAR SUPPLIES - GPS		\$600
F2103.543.050.0118	PARENT EDU. - PARENT SEMINAR SUPPLIES - LPS		\$723
F2103.543.057.0118	PARENT EDU. - PARENT SEMINAR SUPPLIES - CAT		\$421
F2103.543.058.0118	PARENT EDU. - PARENT SEMINAR SUPPLIES - HP		\$1,553
F2103.543.065.0118	PARENT EDU. - PARENT SEMINAR SUPPLIES - 79TH		\$217
F2103.544.045.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - NFHS		\$2,323
F2103.544.049.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - GPS		\$83
F2103.544.050.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - LPS		\$1,490
F2103.544.056.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - ABATE		\$1,370
F2103.544.057.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - CAT		\$2,106
F2103.544.058.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - HP		\$1,034
F2103.544.059.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - KAL		\$1,057
F2103.544.060.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - MAPLE		\$745
F2103.544.061.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - NSS		\$2,729
F2103.544.065.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - 79TH		\$1,209
F2103.544.067.0118	P & F ENGAGE - PARENT MEETING SUPPLIES - MANN		\$1,138
F2103.544.074.0118	P & F ENGAGE. - SUPPLIES - NIAGARA CATHOLIC		\$1,010
F2103.544.079.0118	P & F ENGAGE. - SUPPLIES - CATH. ACAD.		\$554
F2103.544.084.0118	P & F ENGAGE. - SUPPLIES - CHRIST THE KING		\$16
			<hr/>
			\$85,750
F2103.404.073.0118	NON-PUB CONTRACTED SRVS - SACRED HEART		\$4,685
F2103.404.074.0118	NON-PUB CONTRACTED SRVS - NIAG. CATH.		\$44,760
F2103.404.075.0118	NON-PUB CONTRACTED SRVS - STELLA NIAGARA		\$6,683
F2103.404.076.0118	NON-PUB CONTRACTED SRVS - SUMMIT EDU.		\$108
F2103.404.077.0118	NON-PUB CONTRACTED SRVS - CANTALICIAN CTR		\$2,373
F2103.404.078.0118	NON-PUB CONTRACTED SRVS - CANISUIS HS		\$3,557
F2103.404.079.0118	NON-PUB CONTRACTED SRVS - CATH. ACAD. NF		\$25,643
F2103.404.080.0118	NON-PUB CONTRACTED SRVS - ST. AMELIA		\$754
F2103.404.081.0118	NON-PUB CONTRACTED SRVS - STANLEY FALK		\$26,944
F2103.404.083.0118	NON-PUB CONTRACTED SRVS - CHRISTIAN ACAD.		\$4,206

**6.08 APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA
TITLE I GRANT (cont'd.)**

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2103.404.088.0118	NON-PUB CONTRACTED SRVS - ST. PETER'S RC		\$540
F2103.404.089.0118	NON-PUB CONTRACTED SRVS - ST. JOHN LUTHERAN		\$6,788
F2103.404.090.0118	NON-PUB CONTRACTED SRVS - HOLY GHOST		\$5,499
F2103.540.073.0118	SUPPLIES - SACRED HEART		\$594
F2103.540.074.0118	SUPPLIES - NIAGARA CATHOLIC		\$2,000
F2103.540.076.0118	SUPPLIES - SUMMIT EDU.		\$5,279
F2103.540.084.0118	SUPPLIES - CHRIST THE KING		\$862
F2103.540.088.0118	SUPPLIES - ST. PETER'S RC		\$1,508
F2103.540.089.0118	SUPPLIES - ST. JOHN LUTHERAN		\$540
F2103.540.091.0118	SUPPLIES - ST. STEPHENS		\$2,263
		0.00	\$145,586
GRAND TOTAL			\$4,457,045

Revenue Code: F4126.010.18

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: \$4,457,045
5. Total Staff: 53.50
6. Number of Clients Served: 7,000
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.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.09 ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA TITLE II-A GRANT

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

6.09 ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA TITLE II-A GRANT

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 \$480,644 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 ESEA Title II-A Grant; and

RESOLVED, That the grant award of \$480,644 be credited to Revenue Account F4289.430.18 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>
F2103.132.098.4318	PER DIAM	\$54,213
F2103.138.045.4318	TSA	\$98,366
F2103.138.007.4318	TSA	\$69,740
F2103.138.058.4318	INST. COACH – ELA	\$49,626
F2103.138.059.4318	INST. COACH - ELA/MATH	\$97,517
F2103.138.060.4318	INST. COACH – ELA	\$47,891
F2103.140.098.4318	SCHEDULE B	\$60,000
F2103.425.074.4318	NIAG CATHOLIC – SUBS/TEACHERS	\$2,291
F2103.425.079.4318	CATHOLIC ACADEMY – SUBS/TEACHERS	\$1,000
GRAND TOTAL		\$480,644

Revenue Code: F4289.430.18

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: \$480,644
5. Total Staff: 10 Instructional
6. Number of Clients Served: 7,000 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.

6.09 ACCEPTANCE OF FUNDS FOR THE 2017-2018 ESEA TITLE II-A GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.10 ACCEPTANCE OF FUNDS FOR THE 2017-2018 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT

Mr. Restaino moved for approval of the following resolution. Mr. Paretto 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 \$17,594 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2017-2018 Title III – LEP Grant; and

RESOLVED, That the grant award of \$17,594 be credited to Revenue Account F4289.290.18 Title III - LEP; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account</u>	<u>Description</u>	
F2103.140.098.2918	Schedule B	\$9,651
F2103.151.098.2918	Dept. Chairperson Stipend	3,587
F2103.404.098.2918	Contractual	4,042
F2103.540.098.2918	Supplies	314
TOTAL		\$17,594

Revenue Code: F4289.290.18

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: \$17,594
5. Total Staff: 4
6. Number of Clients Served: 105 LEP students

6.10 ACCEPTANCE OF FUNDS FOR THE 2017-2018 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT (cont'd.)

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

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.11 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 1/2/18 – 12/31/18 (*REVISED*)

Mr. Cancemi moved for approval of the following resolution. Mr. Bass 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 Five Thousand Dollars (\$5,000.00) per month for twelve (12) 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 \$2,500.00) per month commencing January 15, 2018, and continuing on the 15th day of each month until December 31, 2018; and

6.11 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 1/2/18 – 12/31/18 (REVISED)

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.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

THIS AGREEMENT made this 21st day of December 2017, 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.

6.11 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 1/2/18 – 12/31/18 (REVISED)

- 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.

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 2, 2018, through December 31, 2018. Payment shall be made as follows: the sum of \$5,000.00 on the first day of each month commencing on the 2nd day of January 2018 and continuing on the 1st day of each and ever month thereafter until the 1st day of December 2018, 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.

6.11 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 1/2/18 – 12/31/18 (REVISED)

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 \$2,500.00 then and in such event the District shall pay the Second Party the sum of \$2,500.00 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, 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, 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 2, 2018, through December 31, 2018, 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.
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.

By _____

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

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

6.11 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 1/2/18 – 12/31/18 (REVISED)

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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.12 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

Mr. Cancemi moved for approval of the following resolution. Mr. Bass 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

6.12 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.)

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 \$2,500.00 per month for twelve (12) 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 Five Thousand Dollars (\$5,000.00) per month for 12 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

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 21st day of December, 2017, 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.

6.12 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.)

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.
 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 twelve-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 2, 2018 and will be in effect until December 31, 2018.

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, 2017 for the services provided from January 2, 2018 through December 31, 2018.
- d. For the services provided in 2018, Social Services shall reimburse the District quarterly in the amount of \$7,500.00, payable on March 15, 2018, June 15, 2018, September 15, 2018, and December 15, 2018.

6.12 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.)

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.

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.
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

6.12 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.)

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 Services

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

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. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND ACCESS MATHEMATICS FOR JANUARY 2, 2018 – FEBRUARY 28, 2018

Mr. Cancemi moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The goal of the Access Mathematics workshops is to provide school and District staff the knowledge and strategies necessary to deliver effective mathematics instruction for all pupils; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations and resources, and explore how the NYS assessments inform professional development and pedagogical needs; and

WHEREAS, Access Mathematics math consultants will provide 14 days of on-site technical assistance to District staff to support the implementation of District adopted resources aligned to NYS Mathematics Standards; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Access Mathematics, a copy of which is hereto attached which provides, among other things, for services to support District mathematics instruction for a term commencing January 2, 2018 and terminating February 28, 2018 for an amount not to exceed \$28,000.00; 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 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 21st day of December, 2017, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Access Mathematics.

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 Access Mathematics as an independent contractor and Access Mathematics hereby accepts such engagement, to render to the District the services for mathematics professional development, subject to the terms and conditions hereinafter set forth.

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND ACCESS MATHEMATICS FOR JANUARY 2, 2018 – FEBRUARY 28, 2018 (cont'd.)

2. Professional services and duties of the Name: Access Mathematics shall provide and render to the District the following services:

- a) Access Math will provide professional development for teachers at the elementary and high school levels. Services for Elementary teachers, grades Kindergarten through Five, will focus on preparing for upcoming units of study, to include the math content and use of Investigations 3 curriculum resources.
- b) High School support will include various workshops on developing students' mathematical reasoning skills.
- c) Related duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Access Mathematics possesses a thorough knowledge of the New York State Learning Standards and the Instructional Shifts embedded in the Standards, and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. Access Mathematics shall not be an employee of the District. Access Mathematics 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 Access Mathematics for its services hereunder a sum not to exceed Twenty-Eight Thousand Dollars (\$28,000) for 14 sessions of professional development payable as follows: \$14,000 on February 23, 2018, and the balance of \$14,000 on March 9, 2018, provided all 14 days of professional services have been completed. Payment checks payable to the order of Access Mathematics shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Access Mathematics 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. Access Mathematics 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. Access Mathematics 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 January 2, 2018 and Terminate on February 28, 2018 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.

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND ACCESS MATHEMATICS FOR JANUARY 2, 2018 – FEBRUARY 28, 2018 (cont'd.)

8. Assignment: The services to be rendered by Access Mathematics under this Agreement are unique and personal. Accordingly, Access Mathematics 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.

Access Mathematics

City School District of City of
Niagara Falls

President

President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.14 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT SMART SCHOOLS BOND ACT PHASE II RENOVATION AND REHABILITATION PROJECT

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

WHEREAS, the Board of Education of the City School District of the City of Niagara Falls (the "Board") has considered the impact to the environment of following Scope of Work to be completed:

1. Niagara Falls High School Building (SED # 4008000043)
 - Upgrade current cameras
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building entryways

6.14 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT SMART SCHOOLS BOND ACT PHASE II RENOVATION AND REHABILITATION PROJECT (cont'd.)

2. Gaskill Preparatory School Building (SED #4008000001)
 - Upgrade current cameras
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building entryways
3. LaSalle Preparatory School Building (SED # 4008000020)
 - Upgrade current cameras
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building entryways
4. Harry F. Abate Elementary School Building (SED # 4008000038)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building entryways
5. Cataract Elementary School Building (SED # 4008000039)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building entryways
6. Hyde Park Elementary School Building (SED # 4008000026)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
7. Geraldine J. Mann Elementary School Building (SED # 4008000011)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
8. Maple Avenue Elementary School Building (SED # 4008000015)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
9. Seventy-Ninth Street Elementary School Building (SED # 4008000005)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
10. Niagara Street Elementary School Building (SED # 4008000045)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
11. Henry J Kalfas Elementary School Building (SED #4008000014)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building
12. Community Education Center Building (SED # 4008000033)
 - Install additional cameras
 - Upgrade entry security system
 - Installation of security film to glass at building

6.14 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT SMART SCHOOLS BOND ACT PHASE II RENOVATION AND REHABILITATION PROJECT (cont'd.)

13. District Administration Building (SED #4008000024)

- Install additional cameras
- Upgrade entry security system
- Installation of security film to glass at building

WHEREAS, the Board has reviewed the Scope of Work set forth above as one Proposed Action, and has further consulted with its Architects and legal counsel with respect to the potential for environmental impacts resulting from the Proposed Action; and

WHEREAS, the Board has relied on the statement of facts contained in the State Education Department Project Descriptions (Form FP-PD) and reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR Part 617 of the Environmental Conservation Law, Article 8 (“SEQRA”) and concluded that the project involves:

- Maintenance or reconstruction involving no substantial changes in an existing facility or structure (6 NYCRR §617.5(c)(1));
- Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes (6 NYCRR §617.5(c)(2)); therefore, be it

RESOLVED, The Proposed Action, individually and cumulatively, (i) in no case, has a significant adverse impact on the environment based on the criteria contained in 6 NYCRR Part 617; (ii) are not a Type I action as defined in 6 NYCRR Part 617; (iii) does not constitute substantial changes to the existing facilities and (iv) involves routine activities of educational institutions, and, therefore, does not exceed the thresholds for a Type II Action established under 6 NYCRR Part 617; and

RESOLVED, The Board hereby determines the Proposed Action is a Type II action in accordance with SEQRA regulations; and

RESOLVED, No further review of the Proposed Action is required under SEQRA; and

RESOLVED, This resolution shall be effective immediately.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion Carried

6.15 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND SEELER ENGINEERING, P.C. FOR PREPARATION OF PROJECT LABOR AGREEMENT BENEFIT ANALYSIS FOR THE DISTRICT “STEWARDSHIP CAPITAL PROJECT” (*REVISED*)

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

WHEREAS, The District is proceeding with preparation of plans and specifications for The Stewardship Capital Project; and

WHEREAS, In anticipation of commencing construction in 2018, consideration should be given to utilizing a Project Labor Agreement during the construction period; and

WHEREAS, To assist the District in determining whether a Project Labor Agreement is appropriate, an analysis of the potential benefits in using a Project Labor Agreement is necessary; and

WHEREAS, Both economic and non-economic benefits will be analyzed to determine potential costs savings and benefits by using a Project Labor Agreement; and

WHEREAS, The Superintendent recommends retaining Seeler Engineering, PC to prepare the Project Labor Agreement Benefit Analysis for The Stewardship Capital Project at a cost not to exceed \$11,000; therefore, be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Seeler Engineering, P.C. for preparation of Project Labor Agreement Benefits Analysis for The Stewardship Capital Project, a copy of which is attached ([BoardDocs, see “Meetings”, 2017, 12/21/17, 6, 6.15](#)) is hereby approved; 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 of Schools and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education is authorized to execute the Contract; and be it further

RESOLVED, That the District Clerk is directed to obtain the signature of the President of the Board on said Contract.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays: *None*

Abstention: Mr. Vilardo

Motion Carried

6.16 APPROVAL OF HEALTHY BEHAVIOR PROGRAM AND BE PROUD, BE RESPONSIBLE CURRICULUM

Mr. Bass moved for approval of the following resolution. Mr. Cancemi seconded the motion.

WHEREAS, At the direction of the Board of Education, the Superintendent prepared a revision to the District's current Health Education Program so as to incorporate therein an age appropriate K-12 comprehensive sexual education and family life education curriculum; and

WHEREAS, The revised curriculum provides students an opportunity to learn healthy behavior attitudes and habits as well as learning and developing the skills necessary to achieve such healthy behavior attitudes and habits; and

WHEREAS, The program and curriculum affords students, opportunities to learn, develop and practice medical and dental protocols for good health, and encourages them to practice abstinence of sexual activity, or if participating in such activity, it raises their awareness as to health benefits resulting from the use of contraceptives, including condoms, and increases strategies to reduce barriers which prevent their use, so as to prevent contracting and transmitting sexually transmitted diseases, all for maintaining a healthy body to insure a happy and productive life, and

WHEREAS, The curriculum is designed to provide students accurate information about human sexuality including accurate information concerning the acquired immune deficiency syndrome (AIDS), the nature of the disease, methods of transmission and prevention, stressing abstinence as the most appropriate and effective premarital protection against it; and

WHEREAS, The curriculum also provides students opportunities to develop and understand their values, attitudes, and insights about sexuality and family life; help in developing relationships and interpersonal skills; and assistance in exercising responsibility regarding sexual relationships, including dealing with pressures to become prematurely involved in sexual intercourse; and

WHEREAS, No student shall be required to receive the instructions and information concerning the methods of prevention of aids, provided his /her parent(s) or guardian files a written request with the District that the student be permitted to opt-out of the program; and

WHEREAS, The revised Health Behavior Program will utilize the Be Proud, Be Responsible, 2010 Fifth Addition Curriculum, which has been demonstrated effective in instilling healthy behavior habits and in reducing risky sexual attitudes of males and females of all races; and

WHEREAS, Implementation of the Program and the Curriculum and the instruction and services will be provided by appropriate school personnel and/or health services providers trained, and supervised as is required by applicable laws and/or regulations; and

6.16 APPROVAL OF HEALTHY BEHAVIOR PROGRAM AND BE PROUD, BE RESPONSIBLE CURRICULUM (cont'd.)

WHEREAS, The Program recognizes the need for the support of school personnel, parents, students and community to be successful, affording each an opportunity to assist students to achieve the desired healthy behavior attitudes, habits and skills by recognizing and incorporating in the curriculum various family and community initiatives and programs; and

WHEREAS, As an expansion of the existing Health Education program, the curriculum will be continually reviewed, assessed, evaluated and modified by the Board, when and if necessary, so as to better assist students in achieving the desired healthy attitudes for a more healthier and happy life.

WHEREAS, The Board, after reviewing the Program, and revised curriculum, is of the opinion that it is a necessary and much needed Program and curriculum and its implementation is in the best interest of the District and its students; and

WHEREAS, Action by the Board is required at this time so as to commence implementation of the Program in January 2018; therefore be it

RESOLVED, That this Board hereby approves the Health Behavior Program and the Be Proud, Be Responsible, 2010 Fifth Addition Curriculum therein, as presented by the Superintendent, a copy of which is hereto attached; and further

RESOLVED, The Board does hereby approve implementation of the Program and all provisions therein in accordance with and as required in the Program, *including but not limited to the provision permitting a student to opt-out of the program*, said implementation to be at such time or times as determined appropriate by the Superintendent; and further

RESOLVED, That the Superintendent is directed to develop a procedure and process for the assessment and evaluation of the effectiveness of the Healthy Behavior Program and Curriculum acceptable to this Board, and when accepted to implement the evaluation by the Board in accordance with the procedure and process, at designated and fixed times, and be it further

RESOLVED, that the Superintendent be and he hereby is authorized and directed to continue to review the Healthy Behavior Program and recommend changes and modifications thereto that may be required to improve the Program, all to be approved by this Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy,
Mr. Pareto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays: *None*

Motion 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

Mr. Laurie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
December 21, 2017

There is a Hockey tournament December 29th and 30th with the Wolverines in their quest to win the Cataract Classic.

Arrangements were made for PFC Michael West, NFHS Class of 2015, to surprise his nephew and sister at Cataract. This was very touching.

During the recent closure, teachers from NFHS, led by Mrs. Sweitzer and Mrs. Rotella-Zafuto, arranged to make breakfast for prep and elementary schools. Two snow days were built in the calendar so we will see where we are at the end of each month.

Mrs. Carolyn Blose's last day is tomorrow. She has one of the hardest jobs in the District as Transportation Director. Mr. Laurie would like to extend a gigantic thank you to Mrs. Blose in the Transportation Office.

Mr. Laurie discussed the Healthy Behaviors initiative. He explained that we are going to engage in an outside firm, not connected with the District, to evaluate this total program. We will review at six month intervals. At every point, Mr. Laurie will provide the Board members with data. At any point if the data shows it's not working, we will redirect our efforts. The background began with a survey that was administered to 2400 students. The survey was professionally scored by an outside agency. From the 2015 survey, we began a journey including working with outside agencies. We are in the process of locating a mobile health van at NFHS and a dental site to start at the elementary schools. Mr. Laurie believes this will give reinforcement to our students in terms of healthy behaviors. Elementary students need information on healthy practices. Thank you Board members for allowing us to bring more 3 year olds into the school district. We are the only district bringing 3 year olds, and we are doing this using local funds.

COMMENTS BY BOARD MEMBERS

Mr. Barstys thanked Mrs. Blose for her years of service. He also thanked Mr. Smeal, Mr. Giarrizzo, and Mrs. Holody for overcoming the hiccup on QZAB. Merry Christmas and Happy New Year, Happy Holidays. Go Bowling Team!

ADJOURNMENT

The December 21, 2017 Regular meeting was adjourned at 6:55 p.m. on the motion made by Mr. Restaino, seconded by Bishop Dobbs in memory of the following; approved unanimously.

*Mr. Gildo Tiberi, father of Joseph Tiberi, ENL Teacher at LaSalle Prep and NFHS; and uncle of Linda Silvestri, ENL teacher at GJ Mann; and uncle of Loretta Silvestri-Lewis, retired NF teacher - Reading and 1st & 4th grades

*Mr. Ronald W. Fulgenzi, retired teacher

*Mr. Myles P. Blest, retired teacher and husband of Barbara Blest, retired teacher

*Mr. Thomas T. Fisher, grandfather of Thomas J. Fisher, teacher @ Kalfas

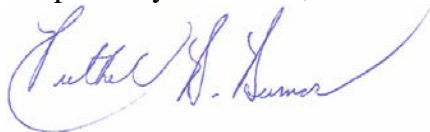
*Joseph A. Olscamp, Sr., brother of Maria Taylor, Special Ed teacher @ NFHS

*Mrs. Veronica Smith, wife of Charles E. Smith (retired maintenance)

*Mr. George Richard Evans, brother of Rick Evans, teacher @ Hyde Park

*Mrs. Elizabeth M. Kramarz, mother of the late MaryAnn DeMartin (former secretary) and mother-in-law of Fred DeMartin (retired maintenance), and grandmother of AnneMarie and Frank Orfano, teacher and administrator, respectively, and mother-in-law to Thomas Patti (retired teacher)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

Patti Felton, Clerk Pro Tem
Note Taker

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

Regular Board Meeting Notes
(To Be Included in Official Proceedings)
January 25, 2018

Called to order at 7:05 p.m. by Mr. Vilardo, Board President.

Board Members Present: Ronald Barstys, Earl Bass, Vincent Cancemi, Kevin Dobbs, Arthur Jocoy, Anthony Paretto, Russell Petrozzi, Robert Restaino (7 p.m.), and Nicholas Vilardo

Absent: None

Staff Members Present: Mark Laurrie, Maria Massaro, Joseph Giarrizzo, Rebecca Holody, Richard Carella, Earl Smeal, Angelo Massaro, James Roscetti, Ray Granieri, Judie Glaser

ORAL COMMUNICATIONS – Special Presentations – Presentation by Students and Recognition of Outstanding Staff

A presentation was made by Mr. Giulio Colangelo and his NFHS Business Class students to the Encompass Federal Credit Union for outstanding service to the students in the Niagara Falls City School District. EFCU was also welcomed as an Adopt-A-School Partner.

Mr. Laurrie and the Board recognized the following as outstanding employees for their outstanding service to the District and for demonstrating commitment to the students of the Niagara Falls City School District:

Recognition of Outstanding Staff

David Bowes
Francis Coney, Jr.
Debora Russell

Induction in the Hall of Fame of Board President

Mr. Vincent Cancemi, Board member, was inducted in the Hall of Fame of Board Presidents for his service and leadership as President of the Niagara Falls Board of Education for the 2016-2017 School Year. A portrait of Mr. Cancemi will be hung in the Executive Board Room adjacent to the Board Auditorium in Central Office.

ORAL COMMUNICATION – *None*

WRITTEN COMMUNICATIONS – *None*

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION

Item 4.01 Minutes – July, August, and December 2017 Meetings:

- **approved** unanimously on the motion made by Mr. Restaino, seconded by Mr. Cancemi.

Item 4.02 Budget Transfer #6:

- **approved** unanimously on the motion made by Mr. Restaino, seconded Mr. Cancemi.

Item 4.03 Bids - *None*

Item 4.04 Treasurer's Report for November 2017: **Received and filed.**

Item 4.05 Budget Status Report for January 2018: **Received and filed.**

Item 4.06 Personnel Report Certificated:

The Certificated Report, Items I through VI and the Addendum were **approved** unanimously on the motion made by Mr. Restaino, seconded by Mr. Barstys.

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

Item 4.07 Personnel Report Classified:

The Classified Report, Items I through XII, was **approved** unanimously on the motion made by Mr. Barstys, seconded by Mr. Paretto.

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

Items 4.08, 4.09 CSE, CPSE Reports

- **approved** unanimously on the motion made by Mr. Cancemi, seconded by Bishop Dobbs.

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION (cont'd.)

Item 4.10 Short Term Contracts

The following Short Term Contracts were **approved** unanimously on the motion made by Mr. Restaino, seconded by Bishop Dobbs.

1. David Fusani, Ph.D. – Workshop - March 7, 12, 2018
2. David Fusani, Ph.D. – Workshop - April 18, 23, 2018
3. Boy Scouts of America – Workshop - January 8 - June 1, 2018
4. James Filosofos - Stationery Engineer Trainer - 8-10 Classes beginning January 11, 2018

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

5. UNFINISHED BUSINESS – *None*

6. NEW BUSINESS – SUMMARY OF BOARD ACTION

ITEM 6.01

The following resolution was **approved** unanimously on the motion made by Mr. Restaino, seconded by Mr. Bass:

6.01 Approval of Receipt of Gift From Sirius

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

ITEM 6.02

The following resolution was **approved** unanimously on the motion made by Bishop Dobbs, seconded by Mr. Paretto:

6.02 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 15, 2018**

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

6. NEW BUSINESS – SUMMARY OF BOARD ACTION (cont'd.)

BOARD MEMBER LEFT THE MEETING

Mr. Restaino left the meeting at 7:25 p.m.

ITEMS 6.03, 6.04, 6.05

The following resolutions were **approved** unanimously by those present on the motion made by Mr. Cancemi, seconded by Bishop Dobbs:

6.03 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

6.04 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

6.05 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

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Vilardo

Nays – *None*

Motion Carried

ITEMS 6.06, 6.07, 6.08, 6.09

The following resolutions were **approved** unanimously by those present on the motion made by Mr. Barstys, seconded by Mr. Cancemi:

6.06 Approval of Agreement Between the City School District of the City of Niagara Falls and the Mental Health Association of Erie County, Inc. for the *Too Good For Violence Program*

6.07 Approval of Contract With the Niagara Falls Boys & Girls Club to Provide Services Required Under the New York State After-School Program Grant 1/29/18—6/30/18

6.08 Approval of Contract for Professional Evaluation Services by Independent Contractor for Grant Evaluation—NMG Evaluation, Inc., 1/29/18 – 8/31/18

6.09 Approval of Municipal Cooperation Agreement With the City of Niagara Falls, New York for the Services of a Police Officer to Serve as School Resource Officer (*revised*)

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Vilardo

Nays – *None*

Motion Carried

6. NEW BUSINESS – SUMMARY OF BOARD ACTION (cont'd.)

ITEMS 6.10

The following resolution was **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Barstys:

6.10 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

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Vilardo

Nays – *None*

Motion Carried

ITEMS 6.11

The following resolution was **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Paretto:

6.11 Approval of the Corrective Action Plan (CAP) in Response to the District External Audit Report for the Fiscal Year 2016-2017

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Vilardo

Nays – *None*

Motion Carried

BOARD MEMBER RETURNS

Mr. Restaino returned to the meeting at 7:35 p.m.

SUPERINTENDENT'S REPORTS:

Mr. Laurie stated:

- he will recommend an ESL teacher. NFHS and LPS have welcomed 17 displaced students from Puerto Rico;
- the District is doing very well with respect to the flu season. This year we have 44 cases of flu; last year at this time, there were 49;
- in February, parent information nights will be held concerning the Healthy Behaviors curriculum;
- tomorrow (January 26), Elf Jr. will be presented at NFHS by the prep drama students. More than 100 students are taking part; he is very proud of their work.
- he thanks BFT for their work on "Operation Paperback and Girls on the Run," in collaboration with the University at Buffalo.
- congratulations are extended to Mr. Jocoy on receiving the Town of Niagara Business & Professional Association Award and to Mr. Restaino on becoming a grandfather.

BOARD MEMBERS' COMMENTS:

Board members congratulated all award recipients, Mr. Restaino on becoming a grandfather, and Mr. Jocoy on receiving the Town of Niagara Business & Professional Association award.

Mr. Bass:

- Reported that he spoke to the Young Men's Group at Abate School and found the participants to be an impressive group of young men in grades four to six.

Mr. Paretto:

- Wishes Ms. Coty a speedy recovery
- Kudos to budget staff for their work.

Mr. Cancemi:

- Congratulated the Unified Sports initiative; he is glad to hear of it
- Expressed thanks to NFT for its charitable work

Bishop Dobbs:

- Is pleased to see the Unified Sports program

Mr. Restaino:

- Thanked the Board for their congratulations
- Feels the Board is moving in the right direction in recognizing worthy people
- Thanked the overworked, under recognized clerical staff, especially, in the Administration offices.

Mr. Vilardo:

- Unified Sports is a great partner and is a great service to our students.

ADJOURNMENT

The January 25, 2018 Regular meeting was adjourned at 7:45 p.m. on the motion made by Mr. Restaino, seconded by Mr. Cancemi in memory of the following; approved unanimously.

*Mrs. Jennifer Lynn Kahley, niece of Dorothy Giovannucci, cleaner at Abate and cousin of Lynne Emmick, Support Clerk, in the administration building. Her daughter, Kaylee Emerson, is a student at Hyde Park Elementary

*Mr. Paul A. Hoyt, uncle of Daniel Littere (General Repairer) and Georgia aka Gigi Littere (Custodian)

*Mr. James J. Lombardi, retired teacher and father of Jerri Presutti (teacher @ 79th St.)

*Ms. Janette M. Dunlap, retired teacher

*Mrs. Elanda Del Zoppo, mother of Gerald P. Del Zoppo (teacher @ 79th St.)

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

BOARD REVIEW SESSION
February 8, 2018

PRESENT: Mr. Vilardo, Mr. Paretto, Bishop Dobbs, Mr. Petrozzi, Mr. Cancemi, Mr. Barstys, Mr. Bass

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Massaro, Mr. Roscetti, Mrs. Glaser, Mr. Smeal

GUESTS: Dr. Molly Ranahan and Mr. David Monroe, Community Connections of New York (CCNY Inc.); Ms. Karen Hall, P2 Collaborative WNY

Mr. Keyon Lee addressed the Board regarding his interest in gaining the Board's participation on a Task Force he and Councilman Scott are forming in Niagara Falls to make the Sexual Offender Registry available in schools and to community block clubs and to strategize ways to increase awareness of sex offenders (when they are released and where they are being located). Mr. Laurrie thanked Mr. Lee for coordinating the grass roots effort. He informed Mr. Lee that in each school a computer is dedicated to parents in the community to access the Registry. Additionally, the District has tried to move bus stops for children. Mr. Laurrie applauds the effort and stated he is happy to be part of the task force; in a legal, civil way I want to keep children safe and want to join you. The concept will be brought before the Niagara Falls City Council next Wednesday.

Comprehensive Health Program Evaluation

Mr. Laurrie introduced the presentation by stating the last 18 months have been spent talking about the Comprehensive Health Plan. This evening there is a parent meeting at NFHS and a forum at Abate regarding the new curriculum. Out of a forum came how to evaluate what is happening with the program. On February 22 the Board will receive a resolution recommending CCNY Inc. as the program evaluator of the Comprehensive Health Curriculum and Plan to determine if it is making a difference.

Mr. Monroe, Director of Evaluation and Analytics at CCNY Inc. provided background information on CCNY Inc. It is an outcomes and analytics company established in 2008 that provides evaluation, measurement and quality improvement tools to organizations. It specializes in working with behavioral health and human service organizations to measure, monitor and improve outcomes. Its clients include: ECDSS, ECDMH, Niagara County DMH, Chemung County, District of Columbia (Child and Family Dept. and

Behavioral Health), local foundations, local and regional service provider organizations. It offers an expert, multi-disciplinary team with backgrounds in social work, education, public health, information technology, business analytics and public administration.

The evaluation paradigm used is the Utilization Focused Evaluation method. An approach based on the principle that an evaluation should be judged on its usefulness to its intended users.

Dr. Ranahan reviewed the preliminary timeline (2018-2021) for this evaluation model. This will show how work corresponds with the implementation of the different components of the health program. Our job is to work with each component to figure what is being done. Development of the logic models and evaluation plan, for the next three years, would occur in April and then data collection tools/process would be completed by May. By the end of July 2018 an interim plan will be in place showing what the program looks like and what is hoped to be achieved. Over the next three years there would be a regular schedule for pre/post surveys with engagement in focus groups beginning with the fall of 2018. By February 2019 we will have the first interim report of results. The first yearly report will be due in July 2019; 2020 will follow the same schedule. By the end of 2021 we will look at the impact of the intervention (program) and have conducted focus groups with different stakeholders. In the beginning of the first academic year, we will convene stakeholders to gain how things have changed. In July 2021, we will look at the three-year picture.

Mr. Laurie stated he had one directive which was to receive reports at 6 month intervals. This is a multiyear process which requires time for instruction to occur and results to be realized. I want in-depth objective data to show the community what the Board did to change student behavior for a long time.

Bishop Dobbs asked if information obtained from students in the mobile clinics would be considered. Yes, the data obtained from students would be collected and evaluated.

Mr. Barstys asked Mr. Monroe if CCNY Inc. were a 501(c) (3)? Mr. Monroe answered yes.

Mr. Petrozzi questioned the development of a three-year plan while the contract term is one full year. Mr. Monroe stated clients are set up so that if it is their desire to not to continue with CCNY Inc. they can go with someone else with the information provided.

The Board asked if six months were a realistic period. Mr. Monroe answered from an education standpoint at six months everyone will be learning the curriculum. A plan of this magnitude you try to implement but sometimes things change. In six months we will see how the evaluation process is going and what we know at that point, but to see a change in the population at six months is not realistic.

Mr. Vilardo asked outside of pre/post surveys and the mobile clinic how will you get information to evaluate the program. Mr. Monroe stated in addition to the surveys, there will be focus groups to obtain quantitative and qualitative data which gives us a rich picture of what's going on. We may find really valuable information.

How will you determine if the change is successful? Through the evaluation plan we would determine how to collect data, what to collect and the process to use the data; in addition to hard data obtained from focus groups. All that together you can determine results.

Benchmarking was mentioned, I would assume you would benchmark immediately. Yes we've had the opportunity to evaluate the Youth Risk Behavior Survey (YRBS), so a survey of that length twice a year would be too much, but being able to extract portions of a validated survey would help with benchmarking.

Mr. Laurie thanked Mr. Monroe, Dr. Ranahan and Ms. Hall for coming before the Board. He expressed his comfort with contracting with CCNY; it is important that the public know the District takes this seriously. The Board will have the resolution before it on February 22.

Policy 3120

Mrs. Glaser reiterated the purpose of the District's current policy and what it is:

- For anything not specifically designated as "directory information" by the District, the District must receive a "signed and dated written consent" from the parent/eligible student prior to releasing such information (unless otherwise authorized per FERPA);
- However, even if student photographs are designated as directory information per FERPA, due to privacy and safety concerns, **the District requires specific affirmative written parent/eligible student consent prior to posting student photographs on District/school/classroom Web Pages.** Whenever possible, group photographs of students and/or the use of photographs where the student is not easily identifiable is preferable to the use of individual student photographs for safety reasons
- Web Pages shall not include a student's full name, telephone number, address, e-mail address or post such information of other family members or friends. Posting of student names will be limited to first name only. Permission forms from parents are strongly suggested;

Again, this is impractical in this day and age with social media it is meant to be instant not what happened yesterday.

Suggested for the Board's consideration is that parents be given two options:

Photographs ,Videos, Interviews District Website Release (all grades)

I give my permission to the Niagara Falls City School District that photographs, and/or video tapes and/or interviews of my child may be taken and used by the District only for public relations, educational, or other purposes consistent with the purposes and mission of the District, including use of any photograph and/or image and/or interview on the District Website or other District electronic resources such as social media. I understand that my permission allows the District to use my child's first and last name for public relations and educational purposes. I further agree that said materials will become the property of the District and I hereby release and discharge the District and its representatives from any and all claims that may result by reason of taking of such photographs and/or videotapes and/or interviews.

AND/OR

Media Release (all grades)

I give permission to the Niagara Falls City School District School to use my child's photograph, likeness and/or work and/or interviews in any compilations to be distributed within the community. Specifically photographs of students may be used in the District newsletter(s), in pamphlets or brochures, or on flyers. Such images may also be distributed to local media, either print or video, or may be used on the OSC-TV Channel 21, or be used or distributed in like manner.

If in the future you wish to reverse any permission, you may do so by notifying your child's principal in writing.

Mrs. Glaser noted Williamsville and North Tonawanda School Districts follow this practice; Lancaster and Ken-Ton are passive, permission is assumed unless the District is informed otherwise. She also remarked teachers are quite aware of who in the classroom has no consent, and she is advised of this when covering a classroom activity for public relations purposes.

An informal poll of the Board was taken to acquire each members' preference for obtaining authorization: Mr. Bass - signed; Mr. Paretto - passive; Mr. Cancemi - passive, Mr. Petrozzi – passive; Mr. Barstys - passive; Bishop Dobbs – signed; Mr. Vilardo – signed. Mr. Massaro cautioned the Board in establishing a passive authorization in relation to website and social media; he recommends there be an affirmative consent to use a student's name and photo on the District's website.

Mr. Laurie concluded the discussion by stating tonight's presentation opens the door to establishing a procedure so the District is ready for its implementation in September when a formal policy change is made.

Mr. Cancemi asked that the Board be provided with copies of both passive and signed authorization forms.

2018-19 General Fund Budget

Mr. Laurie stated there have been two changes that increased the gap slightly since the last presentation. From “Future Considerations” Maintenance Equipment (\$125,000) has been removed and added to the appropriation section and an increase in TRS (\$60,000) due to clarification of rate from 10.4% to 10.63%.

An option to consider in regard to maintenance equipment is a separate referendum for vehicle/equipment purchase or lease. Mr. Paretto asked what kind of savings leasing offers to the District. Mr. Giarrizzo stated there is none; it will cost the District more due to the finance fee on top of the lease. A vehicle depreciation schedule was provided and will be distributed to the Board in its next packet.

Mr. Giarrizzo provided to the Board budget information received today that identifies pieces of the Governor’s proposal; similar information is expected for the Senate and Assembly.

Naming/Sponsorship Rights

Mr. Laurie introduced the conversation by stating the last discussion on this topic involved two phases: 1) honorary naming, for which there is a Board policy and 2) designating a Board Member to assemble a group of stakeholders and serve as the Board’s Chairperson. Mr. Cancemi will serve as the Chairperson and select ten (10) individuals representative of the following stakeholder groups: parent, student, teacher, administrator, other district personnel. Mr. Cancemi will consider and obtain recommendation from existing groups/individuals with which the District has a relationship: NFT Union, ASC Union, Athletic Director, District Parent Committee, and Mrs. Glaser. Mr. Paretto asked if the final decision lays with the Board. Yes and then discussion will occur on locations and the manner in which naming occurs.

Mr. Massaro presented a District Naming Rights Legal Analysis consisting of Naming Rights Consideration, Issues, Legal Position and Policy Amendment Recommendation.

He reported his discussion with NYSSBA and it being of the opinion that there is nowhere in the State where there is selling of naming rights.

Consideration – The Board inquired into the legality of selling naming rights to its facilities.

Conclusion - The Board of Education shall be permitted to sell naming rights to its facilities and determine a reasonable value for the naming of each facility or portion of facility it seeks to name upon resolution of four (4) issues:

1. New York State Constitution

The District must avoid violating the NYS Constitutional prohibition against the use of public property for private gain applicable to school Districts

- NYS Court of Appeals – if public good is the primary effect (such as a stadium), then public money may be expended without violating the constitution
- Commissioner of Education – accepts for the use of a school project to take pictures but not to sell
- Attorney General and NYS Comptroller Decisions

Legal Position

- Niagara Falls City School District facilities are used primary for school purposes and then community purposes.
- Facilities are not for commercial use
- Action Steps: Secure opinion from NYSSBA/NYSED

2. New York State Statute

The District must have express statutory authority to enter into a contract for naming of facilities

In the alternative, authority to enter into a contract for naming of facilities must be able to be reasonably inferred from other express statutory authority conferred to the District

For example – The statutory authority to operate a cafeteria in each school provides the reasonably inferred authority to regulate sugar content and therefor enter into a pouring rights agreement

Legal Position

Although the Authority to sell naming rights is not expressly given to Districts, the authority may be reasonably inferred as necessary for the District to raise money to perform, and exercise its power to “care...control...maintain...” all school property used for educational, social, or recreational work of the District -2503 (3), 2503 (6)

3. Contract

The Board of Education is prohibited from entering into a long term agreement/contract which binds future Boards.

Future Boards must be able to remove a name and/or rename the facility,

- (a) Belden case
- (b) County Building Plaque case

Legal Position

Right to Terminate

The District shall have the right to terminate the Contract each year by serving Notice of Termination.

This termination clause must not be so onerous as to effectively prevent and/or deny a “future board” its right to terminate the contract without substantial hardship to the District

4. Consideration for Future

Future Boards must be able to terminate the relationship for any reason without it resulting in a significant burden.

A significant burden would negate the right of Future Boards to terminate the contract.

Legal Position

In the event of termination of the contract, the District shall reimburse the party an amount equal to the amount allocated for each year of the contract. The recommendation is that this amount be held by the District in a special fund.

Policy Amendment Recommendations

Amend the current naming rights policy to include a procedure which allows the District to determine fair value for the facilities and create a contract with the following provisions:

Term

Contract shall not exceed 10 years

Will avoid objection to a name in perpetuity (Gaskill, Abate, Mann, Kalfas etc.)

Special Fund

Any contractual amounts will be deposited into a special fund for each facility:

To be used for capital improvements/maintenance

Satisfies the requirement that naming rights be for educational purposes maintaining or constructing facilities

Only an amount equal to the sum of the total received, divided by the number of years of the contract may be used each year for maintaining or improving the facility.

Term of the Contract

Contract year shall be between September 1 and August 31 of each calendar year

This allows each new Board the opportunity to exercise its right as to the contract (including termination or continuation).

The District shall have the right to terminate the contract each year by serving Notice of Termination to the vendor between July 1 and September 1 of each year.

The contract shall terminate August 31 following the date of the vote to terminate.

This will allow for yearly reimbursement rather than partial reimbursement.

Reimbursement

If the contract is terminated by the District, it shall reimburse the vendor an amount equal to the amount allocated for each year remaining on the contract.

Should the contract be terminated with 2 or less years remaining, the District shall not be obligated to reimburse the party.

Reimbursement will be made from the special fund for each facility under contract. Each fund should have sufficient balances to make the reimbursement

Other Provisions as Necessary

Mr. Laurie commended Mr. Massaro for the analysis presented. This is a good summary of the issue, and there is no better way to move forward than to present this to the SED and NYSSBA to see where we fall.

Mr. Barstys concurred; this is an outstanding job. I understand the logic behind naming different fields, that any money they put up for naming rights goes to that field, but are we pigeon holing ourselves with that? Can we put moneys into a general fund for management/maintenance? Or if money is for one field, can it be used toward partial FTE of worker maintaining that field? Yes but for maintenance and capital improvements it should not be put in the General Fund. If used to fund the worker's time, it would free up general funds to purchase uniforms and/or equipment for students. That is a good selling point.

Counsel was directed to proceed with its inquiry to the SED and NYSSBA.

Review of Agenda

Bid 16: Facility Paint Supplies – Bid award is recommended to Sherwin-Williams. 45% off catalog pricing is received

Short-Term Contracts:

1. Copelin - \$5,000 paid through the Family & Community Engagement Grant (FCEG) for mentoring young males at Niagara St. School and working with parents. A minimum of ten (10) sessions will be provided.
2. The Conference & Event Center of Niagara Falls for Abate's graduation \$8 per student for the event
3. Modie Cox – "Because I Tried" program. \$6,000. He will mentor 30 additional students, 15 2-hour session starting March 1.
4. Katherine Muldoon – \$1,5000 to coordinate the Fine Arts Festival this year.
5. NU - \$600 for Visual Thinking Strategies staff development day at the Castellani Art Museum on February 28.
6. Northpointe Council – Paid through the FCEG at NFHS for 48 hours of programming for students in need of drug and alcohol counseling

Resolutions:

- 6.01 – Approval of Resolution Supporting the Reality Check and Tobacco 21 Program
- 6.02 – Approval of Contract: CCNY Inc. for one year. Correction will be made to the end date (8/31/18). The contract term is 3/1/18 – 2/28/19.
- 6.03 – Approval of Contract: Truancy Prevention Programs – R. Cunningham Consultants Inc. – Correction will be made to page 11 – removal of Deputy Superintendent

Personnel Reports

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staff. The concept of job sharing was questioned. Mr. Laurie stated this is a good idea because of the area (Speech), it is not affecting a whole grade level. Providers are familiar with students with which they work. Makes for better attendance and continuity for kids.

Question was raised regarding the involuntary transfer of a TSA to a 10-month VP position and the days of work required for this assignment. Ms. Massaro stated the 10-month administrative positions require 200 work days per year; an individual is responsible to use 15 days over the summer, which are part of the salary. Some individuals in this assignment do receive per diem for extra days worked. Mr. Petrozzi asked if the District were not better off just making this a 12-month assignment. Staff concurred with this suggestion.

The appointment of staff to the Edge Program was questioned. Ms. Massaro stated this is for mentoring their own group of students beyond teaching duties and hours. This is a new initiative; Edge is the group training the staff.

The Board's approval was sought in allowing the individual being recommended for the Mechanic position to commence work prior to the effective day (February 26, 2018). The Board gave its approval for the individual to commence employment prior to February 26, 2018.

Future Agenda items

March 8 – Mr. Granieri will be making a recommendation for new business software. Budget and capital projects discussion is also planned.

Superintendent's Report:

The Walk Against Child Abuse is scheduled for April 19.

Bald for Bucks is tomorrow at 79th St.

Mrs. Glaser is working on Schoolseums; she is starting at LaSalle to get memorabilia compiled for public viewing. We appreciate her efforts on this task.

Thank you to NFT for purchasing, for every grade 7-12 classroom, magnets affixed to white boards that provide the Crisis Services phone number. There will be a PSA next week on this as well.

Mr. Earl Bass and Mr. Anthony Surace are acknowledged for their quick response in attending to an unresponsive Ken-West cheerleader at last week's Senior Night.

In regard to the leak at Hyde Park School, staff have been informed that the repair cost is \$50,000. We are now in communication with NYSIR regarding the District only being

responsible for the \$10,000 deductible. Another potential course of action is to submit this project to the SED as an emergency project and receive 88% aid. Mr. Giarrizzo and Mr. Smeal will investigate further and see what is the best option. The Board is acknowledged for allowing staff to react to the leak without affecting the school cafeteria operations. Mr. Bass referenced social media posts on this situation and asked if an auto call was placed to parents. Mr. Laurie will check with Mrs. Kerins on initiating such a call; if not, he will make the call or write a letter on the matter.

A motion was made for Executive Session at 7:33 p.m. by Mr. Paretto to discuss Personnel Matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons or corporation and contract negotiation with collective bargaining unit under Taylor Law. Mr. Bass seconded the motion. All were in favor.

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

Regular Board Meeting Notes
(To Be Included in Official Proceedings)
February 22, 2018

Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m. The following topics were presented:

- Capital Projects Update
- 2018-2019 General Fund Budget
- Review of Agenda

Regular Board Meeting was called to order at 7:05 p.m. by Mr. Vilardo, Board President.

Board Members Present: Ronald Barstys, Earl Bass, Vincent Cancemi, Kevin Dobbs, Anthony Pareto, Russell Petrozzi, Robert Restaino, and Nicholas Vilardo

Absent: Arthur Jocoy, Jr. (excused)

Staff Members Present: Mark Laurrie, Maria Massaro, Joseph Giarrizzo, Rebecca Holody, Richard Carella, Earl Smeal, Angelo Massaro, James Roscetti, Ray Granieri, Judie Glaser, and Edward Ventry

ORAL COMMUNICATIONS – Special Presentations –Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following outstanding employees for their exceptional service to the District and for demonstrating commitment to the students of the Niagara Falls City School District:

Recognition of Outstanding Staff

Marjorie Breed

Senior School Monitor/Cataract Elem.

Romel Griggs

Physical Ed. Teacher at Maple and Hyde Park

Philip Ricotta

Senior General Repairer/Maintenance Dept.

Mr. Laurrie and the Board recognized the outstanding service of Mr. David Spacone, retired Director of Facilities for Maintenance. During the presentation Mr. Laurrie highlighted Mr. Spacone's many contributions to the District; he was very involved and instrumental in the many decisions made during previous capital projects. Some members of the maintenance staff were present to applaud their former supervisor for a job well done. Everyone wished him well on his retirement.

Special Presentation

David Spacone

Retired Director of Maintenance Facilities

ORAL COMMUNICATION

Mr. Marcus Latham, president of the Niagara Falls Teachers Union, spoke on the tragedy that took place in Parkland, Florida, where seventeen students were gunned down at their school. He supports the safety measures that need to be implemented that were alluded to by Mr. Laurie. In addition, Mr. Latham stated that students need help, and he encouraged the hiring of more counselors. He stated that counselors in the schools now need clerical staff to help with the paperwork so that they can concentrate on helping students. He stated that there have been some extreme incidents that required constant counseling; he elaborated. He stated that we need to be preventive for the safety of our students and staff to avoid a tragedy. He asked that consideration be given to his suggestion for more counselors and clerical help.

WRITTEN COMMUNICATIONS – *None*

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION

Item 4.01 Minutes – January 2018 Meetings:

- **approved** unanimously by those present on the motion made by Mr. Cancemi, seconded by Mr. Restaino.

Item 4.02 Budget Transfer #7:

- **approved** unanimously by those present on the motion made by Mr. Restaino, seconded Mr. Barstys.

Item 4.03 Bid #16 – Facility Paint Supplies

- **approved** unanimously by those present on the motion made by Mr. Restaino, seconded Mr. Paretto.

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

Item 4.04 Treasurer's Reports for December 2017 and January 2018: **Received and filed.**

Item 4.05 Budget Status Report for February 2018: **Received and filed.**

Item 4.06 Personnel Report Certificated:

The Certificated Report, Items I through XIV, was **approved** unanimously by those present on the motion made by Mr. Restaino, seconded by Mr. Bass.

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION (cont'd.)

Item 4.07 Personnel Report Classified:

The Classified Report, Items I through XIV, was **approved** on the motion made by Bishop Dobbs, seconded by Mr. Barstys.

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Petrozzi, and Mr. Vilardo

Nays – Mr. Restaino

Abstention: Mr. Paretto

Motion Carried

Items 4.08, 4.09 CSE, CPSE Reports

- **approved** unanimously by those present on the motion made by Mr. Cancemi, seconded by Bishop Dobbs.

Item 4.10 Short Term Contracts: **Received and filed**

1. Reverend Gene Copelin Project L.E.E. - Workshop entitled "Several Sacred Secrets of Parent and Community Involvement"- October – April 2018
2. The Conference & Event Center of Niagara Falls – Sixth Grade Graduation Celebration, June 21, 2018
3. Modie Cox - "Because I tried" Program – March 1 – June 1, 2018
4. Katherine Muldoon, Coordinator - Fine Arts Festival, February 1 – May 10, 2018
5. Niagara University, Event - Castellani Art Museum: Visual Thinking Strategies, February 28, 2018
6. Northpointe Council, Providing services to students at NFHS, March 7 – June 6, 2018

5. UNFINISHED BUSINESS – **None**

6. NEW BUSINESS – SUMMARY OF BOARD ACTION

ITEM 6.01

The following resolution was **approved** unanimously by those present on the motion made by Mr. Paretto, seconded by Mr. Restaino:

6.01 Approval of a Resolution Supporting the Reality Check and Tobacco 21 Program as Presented by the Students of Niagara Falls High School

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – **None**

Motion Carried

6. NEW BUSINESS – SUMMARY OF BOARD ACTION (cont'd.)

ITEM 6.02

The following resolution was **approved** unanimously by those present on the motion made by Mr. Restaino, seconded by Bishop Dobbs:

6.02 Approval of Contract for Professional Evaluation Services by Independent Contractor for Grant Evaluation – Community Connections of New York, Inc. (CCNY) 3/1/18 – 2/28/19
(Revised)

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

ITEM 6.03

The following resolution was **approved** unanimously by those present on the motion made by Mr. Restaino, seconded by Mr. Barstys:

6.03 Approval of a Contract for Professional Consultant Services by Independent Contractor for Truancy Prevention Programs – R. Cunningham Consultants, Inc. 3/1/18 –2/28/19
(Revised)

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

ITEMS 6.04, 6.05

The following resolutions were **approved** unanimously by those present on the motion made by Mr. Restaino, seconded by Mr. Paretto:

6.04 Approval of Authorization for the Purchase of Goods and Services Due to Damage to School District Property Caused by a Ruptured Fuel Oil Underground Storage Tank at Geraldine Mann Elementary School

6.05 Approval of Authorization for the Purchase of Goods and Services Due to Damage to School District Property Causing a Natural Gas Service Interruption at Hyde Park Elementary School

Ayes – Mr. Barstys, Mr. Bass, Mr. Cancemi, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

Nays – *None*

Motion Carried

SUPERINTENDENT'S REPORTS – MARK LAURRIE:

Reminders...

Parent Tech Night will take place Wednesday, February 28, at Abate.

NFHS is preparing for the production of Fiddler on the Roof. Performances will be held March 7, 8, 9, and 10.

Congratulations...

2017-18 Niagara Frontier League champions, the Niagara Falls Wolverines

Award Recipients

Parkland Tragedy...School Safety...condolences were extended to the students, parents, faculty, and all affected by the tragedy at Marjory Stoneman Douglas High School in Parkland, Florida on Valentine's Day...

Mr. Laurrie offered the following expanded report on student safety in response to the Parkland tragedy. He met with the Student Advisory Council, and members expressed fear in response to the Parkland shooting. The Special Weapons and Tactics (SWAT) team recently held training at LaSalle Prep School; Police Superintendent Bryan DalPorto met with Mr. Laurrie at Central Office and they shared intelligence. District security cameras are linked to the NFPD, so the police can see what is happening in schools. The NFPD also monitors social media of youth they suspect to be troubled. The District does want at large athletic events and relies on human capital and relationships to keep abreast of occurrences that may be of concern. Mr. Laurrie is meeting with Chief DalPorto on Monday to tour elementary schools and conduct crisis meetings. Students are encouraged to report what they may hear that is concerning them. Schools can conduct book bag checks, locker checks at any time.

BOARD MEMBERS' COMMENTS:

Board members congratulated all award recipients, expressed sympathy for the Parkland community, and concurred with safety measures to be taken to protect District students and staff and wished Mr. Laurrie a Happy Birthday.

Mr. Barstys:

- Pointed out that the District can bill for reimbursement if social workers are utilized and if those social workers are clinically certified. He commended those involved with the recent Winterfest Dance at NFHS. *Congratulations to students and Superintendent on PAL awards.*

Mr. Bass:

- Reminds all to consider, when talking about metal detectors, that many at NFHS already feel judged for being residents of the Falls and attending a high school that many people misjudge. Therefore, it is incumbent upon leadership to not feed that attitude by making students feel judged by making them go through metal detectors without cause. Instead, create the right culture. He referenced 2017 graduate Asklar's speech in which he defended NFHS and took umbrage with the misguided attitude outsiders sometimes have of NFHS.

Bishop Dobbs:

- Felt it was a good meeting and offered kudos for the preventative plans to avoid a Parkland situation.

BOARD MEMBERS' COMMENTS (con't.d):

Mr. Paretto:

- Feels the District should pay whatever it cost for necessary security measures by any means available.

Mr. Petrozzi:

- Feels metal detectors should be used as needed and guidance counselors and social workers should be utilized to prevent a tragedy like that in Parkland.

Mr. Vilardo:

- Pointed out that the FBI and the Florida school district did not take action when people expressed concern about the Florida shooter; he feels that would not happen here.

EXECUTIVE SESSION

At 8:00 p.m., a motion for Executive Session was made by Mr. Restaino to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person or persons or corporation, matters pertaining to the medical history of a person or persons or corporation, and Collective Bargaining negotiations (CSEA) under the Taylor Law; seconded by Mr. Bass, motion passed unanimously by those present. No action to follow.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES

Executive Session was concluded and the Regular meeting was reconvened and adjourned at 9:01 p.m. on the motion made by Mr. Bass, seconded by Mr. Barstys. Motion passed unanimously by those present.

ADJOURNMENT

The February 22, 2018 Regular meeting was adjourned in memory of the following:

*Mrs. Ada L. Williams, grandmother of Rashad Williams (TA @ LPS), Schurron Cowart (School Counselor @ GPS), Allen Cowart (Special Ed teacher @ Abate), and Fredia Cowart (Special Ed teacher @ NFHS).

*Mr. James Alexander, Jr., father of Charmaine Kent (Cleaner @ Cataract)

*Mrs. Emmie S. Rivers, aunt of Maria Cox (Computer Application Specialist)

*Mrs. Julia N. Olscamp, mother of Maria Taylor (Special Ed teacher @ NFHS)

*Mr. Thomas J. Sauro, retired maintenance worker

*Mrs. Alice Avdoian, mother of Ani Avdoian (Kindergarten teacher @ Cataract)

*Mr. Joseph Scibilia, brother of Frank A. Scibilia (Art teacher @ NFHS)

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

BOARD REVIEW SESSION
March 8, 2018

PRESENT: Mr. Vilardo, Mr. Paretto, Bishop Dobbs, Mr. Cancemi, Mr. Barstys, Mr. Restaino (6 p.m.), Mr. Jocoy (6:10 p.m.), Mr. Petrozzi (7 p.m.)

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mrs. Holody, Mr. Granieri, Mr. Massaro, Mr. Roscetti, Mr. Smeal, Mr. Ventry, Mr. Wojton

GUEST: Mr. Robert Biggerstaff

Small Cities Update: Maisto v. State of New York

Mr. Robert Biggerstaff was present via Skype to provide the Board with information regarding the Maisto v. State of New York lawsuit. He stated it is an honor to represent the District in this litigation; this is a historic effort that could not have taken place without support of the Board and the community. Tremendous strides have been made, it is a major undertaking, and in the end it will make difference in the lives of children.

The suit has already garnered tremendous attention in Western New York and throughout the State. The litigation started in 2008; the reason it is called Maisto is because that is the family name of the first parent and child in the case. This suit is by parents and children vs. the State of New York because the State is not providing adequate funding and resources to provide the education to which children are entitled to under the State Constitution. You are to be complimented for supporting this effort.

The State has attempted to detour us from pursuing this with success. The State was dismissed from Trial Court in 2005, and it appealed to the Appellate Division where it was denied by 5-0 decision. The State then went to the Court of Appeals and was denied by the Court of Appeals. Trial took place in 2015, and the trial judge agreed with the plaintiffs on insufficiencies, but on legal grounds it decided the Foundation Aid formula made it impossible to have the right to go forward to prove the case. The trial judge disagreed on the fact that was presented in trial but disagreed with precedent and law that was set down in Campaign for Financial Equity (CFE) in New York State. We appealed to the Appellate Division and once again were successful by unanimous decision, and now the State Appellate Division has recanted and the trial judge was directed to render a decision to establish precedent under CFE under the Court of Appeals. Kimberly O'Connor is the trial judge and indicated last month it would be forthcoming this month. We are expecting a positive result. Any issues that need to be

appealed in her decision, we stand ready to do that. We anticipate if we are successful, that the State will continue to oppose this case and appeal again to the Appellate Division; we stand to oppose that, as well.

Mr. Laurrie asked Mr. Biggerstaff to discuss the importance of support of elected officials in Senate and Assembly and the role in disbursement of funds. Mr. Biggerstaff stated they, eventually, will have to resolve the case one way or another. To prove educational violation and order that some remedy be enacted by the State legislature, the Court will order the legislature to do that. The case will go into their hands for resolution.

Mr. Barstys asked if it were plausible that the State would offer settlement of some sort if we are successful in the next round. Mr. Biggerstaff stated absolutely, we have made it clear and have already talked and are willing to talk to the Attorney General and Governor's Office on any settlement in the case. In 2013-2014 there were some negotiation settlement that went on, but the State was not willing to admit to constitutional violation of plaintiff's rights. Utica started a similar lawsuit in 2005 and was given a promise on a handshake that the State would take care of it but the State reneged on that.

Bishops Dobbs noted Mr. Biggerstaff stated it looks favorable for a decision by the end of the month. If the State chooses to appeal again and it is granted by the judges, at what timeframe are we then looking? And if not and we are successful, when will funds be released, or is that up to the courts to establish that timeframe? Mr. Biggerstaff answered the New York Courts have steps to appeal the trial decision to the Appellate Division and then again if it is entitled to another level. Each step of appeal can take from 10-12 months to accomplish. If done without any expediting, could take 24 months after that. If the State appeals any favorable decision, we would ask the court to expedite the process.

After that process is complete, then the release of funds to the District would be up to the legislature and its usual timeframe.

Senate Bill S6337A was introduced by Senator Joseph Griffo as a mechanism to release the funds in the event the case is won. Are there two bills currently introduced in the Senate? Yes. The reason for those bills is to expedite the process. The Trial Court has already found that student performance indicates there are not enough resources; the legislature doesn't need any more indication than that. A draft piece of legislation regarding distribution of aid was introduced by Assemblyman Brindisi and co-sponsored by Senator Ortt. It is already in front of the legislature now. They could adopt it in the budget they are negotiating right now.

Assuming a successful trial judges' decision and finding there is a constitutional violation for Niagara Falls, the legislature would be ordered to determine the cost of a sound basic education in Niagara Falls. What we have done with legislation is establish a cost that would make that determination.

Mr. Massaro, School District Attorney, stated the judge is obligated to have a hearing or presentation separately for all districts involved and that is quite important because the needs for each of the Districts are different amongst themselves. How do you plan to proceed with this hearing by judge on damages to the plaintiffs, will there be separate hearings or will they be presenting at the same time? Mr. Biggerstaff stated they will be presented at the same time but individually district by district. Niagara Falls has already had Dr. Bruce Frazier prepare a report on it, something similar would be done again in following that template. Mr. Massaro asked if there would be testimony from each district or would there be reliance on one expert jointly. Mr. Biggerstaff answered each District will do it separately. Mr. Massaro confirmed Niagara Falls can present to you the facts we deem appropriate for the criteria the court has put in its decision for its department? Yes. We found at trial there are a lot of similarities but a lot of differences as well. My concern is that the unique elements come out for each district.

Mr. Laurie thanked Mr. Biggerstaff for his time and he awaits receiving notification of a favorable decision.

New Business Software

Mr. Granieri reported the District began using FM in 2008. In 2013 it was announced that the FM product was longer being offered. Staff began looking at the following software as a replacement:

Alio (1/16/14)

- Weidenhammer (CIMS) product.
- Proven track record.
- Institutional knowledge.
- Disappointing - not developed as a new product.
- Incomplete screens / processes.
- Eventually removed as a BOCES software offering.

K-12 Enterprise (2/18/14):

- New BOCES software offering.
- No established NYS clients – limited NYS reporting options.
- Partner with Microsoft – 'Dynamics Solution' software.
- No New York State clients
- Smart processes.

nVision (1/22/14):

- FM replacement product.
- FM under a new platform – SQL.
- Familiar look.
- Limited client jumps.

K-12 Enterprises was selected and the District watched other District implementation (SweetHome) and continued with conversation on product updates and demonstrations. As of 2016, K-12 Enterprise was no longer in business.

Possible Replacements Part II

nVision

- WNYRIC BOCES provided demonstrations – sandbox work.
- Stabilization and some development since initial offering.
- 20+ Districts live.
- Familiar look – data history in place.
- HR / Payroll process changes.
- ** This is a Product Update **

Infinite Visions

- Tyler (transportation) product.
- CYNRIC BOCES offering.
- Limited Districts in place.
- Encouraging processes.
- Conflicting product performance.
- Wait

WinCap

- WNYRIC BOCES offering.
- Busy look, but well thought-out processes.
- Loyal user base.
- Antiquated back-end – front end.
- Major system re-works – 3 to 5 year plan.
- Wait.

PowerSchool eFinance Plus

- Not a BOCES offering.
- New age tech offerings / direction.
- Possible SMS integration.

- No NYS clients.
- Wait.

The recommendation is nVision as a system update not a new system while monitoring other system progress

Next Steps:

- Acquiring costs – \$20,000.
- On-going license structure costs – same as FM.
- System data clean-up on going.
- 10/2018 - configuration, data preparation.
- 02/2019 – Live.

2018-19 General Fund Budget

Since the last presentation to the Board changes include the following:

Appropriation Assumptions – Maintenance equipment (+\$15,000 for a total of \$140,000); Health active - rates have been received from NY 44 (6.5% Single and Family; 6% Employee and Spouse; no increase for Employee and Child). Rates are still anticipated from United Health Care for retirees. Under Future Considerations: Additional Student Services \$150,000.

Mr. Giarrizzo noted the State has reconciled its revenue; there is available \$675 million to \$750 million more over two years.

Mr. Laurie noted the Additional Student Services amount is in response and need for mental health counseling or resource officers. \$145 million is the number being presented for voter approval.

In regard to Potential Measures to Close Gap, nothing has changed. The Workers' Comp. Reserve (\$2.5 million) appears will remain untouched for another year. We budgeted \$900,000 and are close to spending that so there is no need to dip into the reserve. Grant carry over is expected but still unknown at this time.

Regarding Maintenance Equipment (\$140,000), the District has 31 maintenance vehicles, and there is need to replace vehicles/equipment and purchase some different vehicles/equipment. Staff are looking at a lease-to-buy option (5 year) to get \$650,000 of maintenance equipment; the first year's payment would be \$140,000. This would require voter approval of a proposition at the May vote. Staff have conversed with District bond counsel and its financial advisor to ascertain that the lease-to-buy option is cheaper than bonding. A list of equipment/vehicles is being prepared, it is not an item-to-item replacement, but improving the quantity and quality of the District's fleet. If the

Board agrees this evening, at the next Board Meeting a resolution will be presented to the Board with the proposition to be placed before the voters. Mr. Paretto asked if insurance limits would be higher because of newer vehicles. It is assumed so answered Mr. Giarrizzo. Mr. Smeal was asked if the same bid list would be used regardless if there were a purchase or bond. He stated he is still investigating with Chautauqua as it has experience in such matters. Heavy equipment, he will insist, be bought off New York State contract.

Naming of Facility

Mr. Massaro shared with the Board his conversation with NYSSBA since the last discussion on the topic. There was indication that it cannot give an opinion directly, but as in the past, the Board should follow District counsel's advice on whether to engage in naming rights. It was pleased to see the proposal mitigated any damages that can occur from fund set up and that the question of future boards making a determination was being handled. It was suggested although 2503 gives justification, he referred to a couple cases and mentioned Coca Cola selling of rights for soft drinks, the Ring case in which rings are being sold in the school to get better rates and the flea market case that indicates PTA can use facilities to sell goods because it gave money to the school.

Mr. Laurie recommended moving forward with the matter until encountering an insurmountable road block.

Agenda Review

Bids:

#2 Paper Supplies will be distributed to the Board.

#1 Janitorial Supplies bid was just opened today; tabulations have to be done before a determination is made; this should be done by the Tuesday deadline.

Short-term Contract:

Niagara University: Using the CAM as an Educational Resource - \$600. This is paid by the Teacher Resource Center for using the Museum as an educational resource

New Business:

6.01-6.03 – All three resolutions are relative to the School Board Election: 1) election procedures established, polling sites and designation of day and time of public hearing on School Budget. This will be revised to include the aforementioned referendum; 2) voting machine custodians – There are normally four custodians but the fourth individual is also unavailable so Mrs. Dumas is trying to secure a replacement;

3) agreement with the County Board of Elections for utilization of voting machines and BMD.

6.04 – Acceptance of Funds: City of Niagara Falls, New York for assistance in the operation of the OSC station.

6.05 – Acceptance of Funds: Family and Community Engagement Grant Program (My Brothers' Keeper) to continue conducting community outreach.

6.06 – Approval of Addition: Evans Bank to the list of official bank depositories due to favorable interest rates at this time.

Mr. Laurie noted the addition of two resolutions for the March 22 Board Meeting:

1) 6.07 - Lease to Purchase of maintenance equipment

2) 6.08 - Easement of 80th St. road adjacent to Wal-Mart plaza. Benderson will take the easement and pay one claim we have paid on property in the amount of \$239.

Personnel Reports:

The Personnel Reports for Classified and Certificated Staff were reviewed by Ms. Massaro. She noted there is need for an Addendum to the Certificated Report for appointment of staff to the Mental Health Training posting.

AOB:

This Saturday the first group of 30 teachers will receive Mental Health First Aid Training at NFHS. Five more trainings are scheduled into April and May.

A meeting was held with the Audit Committee regarding the results of the RFP for auditing services. Recommendation was made to the Superintendent to continue with Drescher & Malecki.

Security and safety items are contained in the District's Smart Schools funding (\$3.5 million) which is tied up in bureaucracy in Albany. The Superintendent will speak with the CSO tomorrow on the matter and, subsequently, to elected officials about getting more reviewers for Smart Schools.

Police Chief DalPorto is acknowledged for working jointly visiting schools and asking patrol officers to get out of their cars and walk elementary schools.

Fiddler on The Roof begins tonight through the weekend.

NFHS Principal Buchman is organizing the March 14 National School Walk Out Day at NFHS to symbolize an end to school violence. Students will write messages on hearts and wear the colors of Marjory Stoneman Douglas High School. Each minute for 17

minutes the names of a victim will be read. The elementary schools will observe 17 seconds of silence.

Future Agenda – The Board and City Council will hold a joint meeting on April 12. Mr. Carella will be asked to be the facilitator

At 6:50 p.m. a motion for Executive Session was made by Mr. Paretto to the purposes of discussion personnel matters which may lead to appointment/employment/promotion/assignment and transfer of a Person, persons or corporation. Bishop Dobbs seconded the motion; all were in favor.

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
March 22, 2018

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, K. Dobbs, A. Paretto, R. Petrozzi, R. Restaino

Excused: J. Cancemi, A. Jocoy, N. Vilardo

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, R. Holody, A. Massaro, M. Massaro, J. Roscetti, E. Smeal

City of Niagara Falls Police Department

Mr. Laurrie introduced Chief DalPorto by stating the District, and City couldn't ask for a better Police Chief. He is doing a wonderful service for our students. Mr. Laurrie thanked Chief DalPorto on behalf of the students and staff of the Niagara Falls School District and stated that we cannot appreciate him enough.

Chief DalPorto began by stating his job is to protect our community at large. Further, the greatest pillars are our kids in the educational system, and he takes this very seriously. A lot of what you're seeing in the news these days is because those schools are not prepared. He would be remiss if he didn't thank the Board, District, Principals, Administrators, as they are all great partners to the Police Department. They have experienced great cooperation with every employee of the school district. He explained some of the things they have done through the years as far as being very proactive; and they were successful in getting a Homeland Security grant. With this grant, they purchased Active Shooter Response kits, which contain a ballistic helmet and vest - all cars and officers are equipped with these kits. They also purchased a SWAT truck that they use for a multitude of things throughout the City. This can protect officers if need be to enter in or out of a building that is in a stressful situation or active shooter situation. They are prepared with a full fledge SWAT team. He added that the Sheriff's office has a truck identical to this and it can be here in twenty minutes. He plans to equip the cars at LPS, GPS, and NFHS with ballistic shields.

Mr. Laurrie would like to make a new recommendation and wants the community at large to be aware of. He has wanted to add a piece of equipment to be stored in NFHS. He has held off until now. He would like to install a locked gun safe, with a rifle, for the SRO. There would be very limited access to the room and combination of safe. He feels we would be remiss in not doing this. Unfortunately, we are at the point where we have to protect our kids, and this is one way to do it. Further, Mr. Laurrie said if there is some funding needed, he will speak to the Board.

Mr. Barstys is in agreement but would like to see fingerprint recognition on the safe.

Mr. Bass asked if there would be only one? Chief DalPorto replied yes. Anyone else responding would have their own gun anyway. Mr. Laurrie stated that our shared opinion is to have an armed SRO at each school, but that one isn't enough at NFHS.

Chief DalPorto explained that the department will continue to do active shooter training, but what we really need is to do more live drills during school hours. We have access to cameras at the schools if we need to use them. Mr. Granieri and the tech department continue to work with at City Hall with Police techs to insure proper delivery of school based video.

Locking capacities of classroom doors was discussed and the Board was presented with three options. Further, Mr. Laurie thanked Officer Banas.

The National Association of School Resource Officers (NASRO) best practices was presented. Chief DalPorto is proud that we use the NASRO best practices. Mr. Restaino said a lot of our buildings have multiple entrances and exits. Should we look at closing these school doors? Chief DalPorto said this is definitely something to look at. School safety is everyone's responsibility, especially the kids at the schools. He further commented that the student body at NFHS during the walk out, couldn't have been more gracious, and responsible. Mr. Laurie further commented that there are things we are doing that we are not telling anyone, and suggests that we will do on a school-by-school basis to have students enter at entrance one, or entrance or two, and see what plusses and minuses are.

Mr. Paretto mentioned fire safety codes contradict what we want as Police in hardening facilities. We need to call for a multi-group meeting to talk about what we bring to each other and what we can do.

Mr. Laurie said we need to have the stamina to continue these efforts and keep them in the forefront at all times.

Mr. Barstys thinks we need to get together with the Fire Chief and be leaders on changing how we react to fire alarms in schools.

Kalfas Magnet School Committee

Mr. Laurie introduced Mr. Baldassare, Principal, and Mr. Fisher, Dean of Students, at Henry J. Kalfas Magnet School. He explained that we are talking about a theme of International Studies, or an International Magnet School. Mr. Baldassarre said our students would benefit from experiences from beyond their own block, hence we are developing a new theme for our school. An International Magnet School Committee was formed, whose goal is "to formulate recommendations to the Superintendent of Schools, with parent, staff, and community input, establishing an international theme at Henry J. Kalfas Magnet School. Mr. Fisher explained that for many years, Kalfas was consider a technology futures school. The committee will now provide the Superintendent and Board with recommendations for the theme "A Window to the World." They are presently looking at providing ENL services, giving neighborhood students a lottery preference, and training staff to talk about multiculturalism and discuss global concepts. They will then look to offer an exclusive summer program, offer LOTE instruction, and provide additional outreach/service support staff, i.e., liaison. In the future, they hope to offer Pre-K 3, and affiliate with international school organizations.

Mr. Laurrie explained that Mr. Carella has put together summer enrichment programs for Kalfas. This may take up to a few years. He appreciates and accepts these recommendations.

Mr. Fisher added that he has spoken with Dr. Chandra Foote, Niagara University, and they now offer certification for bilingual.

Capital Projects Update

Ms. Dafchik updated the Board on Capital Projects. We are submitting an expedited review. Mr. Laurrie reiterated that we will submit plans on April 20th at the same time CPL submits the expedited review. Based on this, she anticipates to hear back from the State in four months. Phase I would be done in the Summer of 2019 and summer of 2020. Mr. Dechert thinks Octobers a good time to bid.

Mr. Dechert met with seven union members this morning and continued to discuss PLA issues they had on their agenda. They made valid points and he feels we are moving in a good direction. Mr. Laurrie stated that a PLA has to be done by June 1st.

2018-2019 General Fund Budget

Mr. Giarrizzo noted one change in the line-by-line General Fund BOCES. Further, they looked at every grant, every budget, and were able to identify enough of a reduction - \$500,000. In the last couple of weeks, we took a look at the BOCES budget, and feel really good by reducing it. We still have a contingency for technology. The projected budget for 2018-19 is \$144,514,871.

On April 12th the Superintendent will be recommending the following three budget items:

- 1) the number \$144,514,87,
- 2) wording for the proposition, and
- 3) the property tax report card that needs to be approved.

Review of Agenda

A review of the agenda was held.

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

Regular Board Meeting Notes
(To Be Included in Official Proceedings)
March 22, 2018

Prior to the Regular Meeting, an Agenda Review Session was held at 5:35 p.m. The following topics were presented:

- City of Niagara Falls Police Department
- Kalfas Magnet School Committee
- Capital Projects Update
- 2018-2019 General Fund Budget
- Review of Agenda

Regular Board Meeting was called to order at 7:05 p.m. by Mr. Restaino, Vice Board President.

Board Members Present: Ronald Barstys, Earl Bass, Kevin Dobbs, Arthur Jocoy, Jr. (7 pm), Anthony Paretto, Russell Petrozzi, and Robert Restaino

Absent: Vincent Cancemi and Nicholas Vilardo (*both excused*)

Staff Members Present: Mark Laurrie, Maria Massaro, Joseph Giarrizzo, Rebecca Holody, Richard Carella, Earl Smeal, Angelo Massaro, James Roscetti, Ray Granieri, Judie Glaser

ORAL COMMUNICATIONS – Special Presentations – Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following outstanding employees for their exceptional service to the District and for demonstrating commitment to the students of the Niagara Falls City School District:

Recognition of Outstanding Staff

Linda Olsen

Teaching Assistant

Lynda Palmer

Senior School Monitor

Jo A Silvaroli

Nurse Practitioner

Judy Wiley

Schedule/Attendance Specialist

ORAL COMMUNICATION

Gloria J. Dolson
1502 Ontario Avenue
Niagara Falls, New York 14305

Mrs. Dolson, addressed the Board on behalf of the LaSalle Educational Club and the founder, Mrs. Lexie Sanders. She gave the District Clerk copies of a letter she wants the Board to read on the annual scholarship dinner to be held in June. It is the LaSalle Educational Club's 49th year of giving scholarships to deserving students from Niagara Falls High School and Niagara Catholic.

ORAL COMMUNICATION (cont'd.)

We would hope and pray that you would support this small organization. It takes a village to raise a child – it truly does. Mrs. Dolson thanked the counselors at Niagara Falls High School, Mrs. Gall and Mr. Bianco, for assisting with getting the scholarship application out; we needed them before recess. She stated that she called the school and right away they got right on it, which she appreciates. She stated that she must brag on Mr. Laurie – he's always been a blessing, a supporter of the LaSalle Educational Club, and education in general. We are going to honor one of our own, who is a community service person – Mr. Andrew Touma. The dinner is June 8th at 6:00 p.m. at Antonio's Banquet and Conference Center. She encouraged everyone to sponsor a student. *Thank you again and I appreciate your time.*

WRITTEN COMMUNICATIONS – *None*

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION

Item 4.01 Minutes – February 2018 Meetings:

- **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Barstys.

Item 4.02 Budget Transfer #8:

- **approved** unanimously by those present on the motion made by Mr. Paretto, seconded Mr. Jocoy.

Item 4.03 Bid #1 – Janitorial Supplies and Bid #2 – Paper Supplies

- **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded Mr. Jocoy.

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

Item 4.04 Treasurer's Report for February 2018: **Received and filed.**

Item 4.05 Budget Status Report for March 2018: **Received and filed.**

Item 4.06 Personnel Report Certificated:

The Certificated Report, Items I through VI and Addendum, was **approved** unanimously by those present on the motion made by Mr. Paretto, seconded by Bishop Dobbs.

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

4. ROUTINE ITEMS – SUMMARY OF BOARD ACTION (cont'd.)

Item 4.07 Personnel Report Classified:

The Classified Report, Items I through IX, was **approved** on the motion made by Bishop Dobbs, seconded by Mr. Bass.

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy
Mr. Paretto, and Mr. Petrozzi

Nays – *None*

Abstention: Mr. Restaino

Motion Carried

Items 4.08, 4.09 CSE, CPSE Reports

- **approved** unanimously by those present on the motion made by Mr. Jocoy, seconded by Bishop Dobbs.

Item 4.10 Short Term Contract: **Received and filed**

1. Alfonso Carter. – “Color Me Kinder” NFHA/NFCSD Male Summit – March 23, 2018

5. UNFINISHED BUSINESS – **None**

6. NEW BUSINESS – SUMMARY OF BOARD ACTION

ITEM 6.01

The following resolution was **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Paretto:

6.01 A Resolution Authorizing the Lease Purchase of Vehicles in and for the City School District of the City of Niagara Falls, Niagara County, New York

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

ITEM 6.02

The following resolution was **approved** unanimously by those present on the motion made by Mr. Jocoy, seconded by Mr. Bass:

6.02 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

6. NEW BUSINESS – SUMMARY OF BOARD ACTION (cont'd.)

ITEM 6.02 (cont'd.)

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

ITEM 6.03

The following resolution was **approved** unanimously by those present on the motion made by Mr. Jocoy, seconded by Mr. Bass:

6.03 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

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

ITEMS 6.04, 6.05

The following resolutions were **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Barstys:

6.04 Acceptance of Funds From the City of Niagara Falls, New York for Assistance in the Operation and Maintenance of the Our Schools Channel 2017-2018

6.05 Acceptance of Funds for the 2017-18 Family and Community Engagement Grant Program

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

ITEM 6.06

The following resolution was **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Jocoy:

6.06 Approval of Addition of Evans Bank, N.A. to the List of Official Bank Depositories

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

6. NEW BUSINESS – SUMMARY OF BOARD ACTION (cont'd.)

ITEM 6.07

The following resolution was **approved** unanimously by those present on the motion made by Mr. Paretto, seconded by Bishop Dobbs:

6.07 Motion Approving Assignment of Easement Agreement Assigning an Easement Over Niagara Mohawk Power Corporation Property to BG Robinson Stop II, LLC, Owner of LaSalle Center (Walmart Mall)

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

ITEM 6.08

The following resolution was **approved** unanimously by those present on the motion made by Bishop Dobbs, seconded by Mr. Bass:

6.08 Approval of a Special Meeting (April 12, 2018) of the Board of Education

Ayes – Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, and Mr. Restaino

Nays – *None*

Motion Carried

SUPERINTENDENT'S REPORTS – MARK LAURRIE:

Mr. Laurrie informed the Board that the City Council asked to meet on Monday; the goal is to put together an agenda for the joint meeting. The meeting is scheduled for Thursday, April 12th, at 5:30 p.m. and has to conclude at 7:00 p.m. A BRS will be held at 7 p.m. to address budget/election-related resolutions with a Special Meeting to follow where those items will be recommended for Board action.

Tuesday, April 24th, we will meet with Dr. Godshall from BOCES.

Plans and expedited review should be into the State.

Mr. Laurrie acknowledged Mrs. Dolson and friends – *it is great to see you*. He thanked the LaSalle Educational Club for their support and for all of the scholarship money that they have given for many, many years.

Thanks to NFT for their work and leadership and public service announcement.

We have been talking about naming rights; in May I will be bringing to you someone to talk at more length about advertising and support.

We are off after tomorrow for spring break. I will send a note to staff thanking them for their work. *Wishing rest, rejuvenation, and energy as we return for the home stretch.*

Thank you to the best Police force ever!

BOARD MEMBERS' COMMENTS:

Board members congratulated all award recipients and wished everyone a Happy Easter and a Happy Spring break.

Mr. Barstys:

- Happy Easter. Thank you Jesus.

Mr. Bass:

- Looking forward to doing the Male Summit tomorrow. Thank you.

Bishop Dobbs:

- Appreciates the presentation by Chief DalPorto and congratulations to all the honorees. Kudos to the LaSalle Educational Club. They have been doing great work for a long time and all recipients of the scholarships are highly deserved. Warm wishes to Mrs. Sanders as well.

Mr. Jocoy:

- Hopes all get rest and rejuvenation

Mr. Paretto:

- Congratulations to the honorees for all their hard work and dedication. Happy Birthday to my two colleagues, Mr. Barstys and Mr. Bass. Happy Easter and have a wonderful spring break to my friends at the NFT and to everyone in the room and hopefully, we'll get warm weather.

EXECUTIVE SESSION

At 7:44 p.m., a motion for Executive Session was made by Bishop Dobbs to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person or persons or corporation, matters pertaining to litigation and Collective Bargaining negotiations (District unions) under the Taylor Law; seconded by Mr. Jocoy, motion passed with 6 yes, 1 no (Mr. Jocoy). No action to follow.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES

Executive Session was concluded and the Regular meeting was reconvened and adjourned at 8:40 p.m. on the motion made by Bishop Dobbs, seconded by Mr. Bass. Motion passed unanimously by those present.

ADJOURNMENT

The March 22, 2018 Regular meeting was adjourned in memory of the following:

- *Mrs. Leona M. Travis, mother of Daniel Travis (General Repairer) and mother-in-law of Lori Travis (Credit Union).
- *Mrs. Josephine Mathews, mother of Roderick Page (General Laborer Specialist)
- *Ms. Cathy L. Jackson, retired Safety Officer and cousin of Glory Jackson (Asst. Child Care Associate)

CITY SCHOOL DISTRICT OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

BOARD REVIEW SESSION

April 12, 2018

PRESENT: Mr. Vilardo, Mr. Restaino, Mr. Petrozzi, Mr. Cancemi, Mr. Barstys, Mr. Jocoy, Mr. Bass, Mr. Pareto, Bishop Dobbs

STAFF PRESENT: Ms. Massaro, Mr. Giarrizzo, Ms. Holody, Mr. Smeal, Mr. Carella, Mrs. Glaser, Mr. Massaro, Mr. Roscetti

Budget 2018-19

Mr. Laurrie acknowledged Senator Ortt and Assemblyman Morinello for their assistance and dialog on the budget. The District appreciates their work. The additional state aid received over the past three years is as follows: 2016, \$4.8 million; 2017 (all aids), \$4.3 million; this budget (all aids included) \$3.4 million. While the District continues to do what it needs to do, it continues to receive fewer dollars from the State. The combination of all aids is \$1.4 million less, collectively. In addition, we were given three unfunded mandates: 1) feminine hygiene products, 2) breakfast after the bell and 3) school-by-school line-by-line budget due in July. Mr. Barstys interjected a fourth, including mental health in the health curriculum. The increases are only 2.34%, there is no tax levy increase to the voters, we come out this year with a positive tax cap, though the legislature did nothing to change the formula, the District has stepped away in this budget from expectation of receiving Casino money; this steps away from reliance on that source. This budget has kept all programs, as of February 1, with no reduction in any FTE in any unit. If approved, also included is the lease-to-buy \$650,000 of necessary maintenance equipment. In doing this, all reserves remain in really good shape. This is fiscally responsible for a Board of Education.

Mr. Restaino inquired about the 1.885% in Foundation Aid. Mr. Giarrizzo confirmed this is the increase year to year.

Mr. Barstys asked for the percentage of fund balance cap? Mr. Giarrizzo answered 4% which is the cap. The only deficit, if at all, are funds from ERS reserves. Total recommended budget is \$144,214,871, a 2.34% increase which is just slightly over the CPI of 2.13%. Some contingency has been built in numbers, as a safety factor. The District is in good shape going into next year.

Mr. Laurrie referenced the Future Considerations list and stated on these he will wait to see how things fall. Additional PreK-3 classrooms would be implemented in the middle of the year. Computer replacement would occur without use of the General Fund Budget, and the additional student services, we will wait on at this time. Right now the District spends \$250,000 for Officer of the Day and School Resource Officer; Chief DalPorto is negotiating on this matter. The Reading Recovery program consideration is for two Reading Recovery teachers for next year; training would occur with BOCES over the summer.

Mr. Giarrizzo discussed the Property Tax Report Card. He noted with approval of the budget proposition comes the approval of the Property Tax Report Card. There are changes this year:

Workers' Comp. - We indicated our worker's comp. balance for the end of March, and the State is now asking for a June estimate and next year.

Reserves: ERS and Reserve for Debt - We will not use this but keep as leverage for capital projects.

The big transparency is in July when we are required to do a building-by-building budget. The \$144,214,871 will be spread amongst the District's student population, by building, so everyone will know the cost per student per building. We are waiting for guidance on how to distribute those funds and other salary data. ESSA on the federal level is also seeking the same information without as much detail.

Mr. Restaino asked if information will be communicated as what the cost is per pupil? Mr. Giarrizzo answered yes, per building depending on how costs are allocated, staff in the building, maintenance, debt service, etc.

Mr. Barstys asked if consideration is given to the number of veteran staff at one school over another and the poverty level of a school, naturally, the District would allocate more resources where needed. No, that is what the State expects to see, but from a process perspective, the District has to prepare a budget that way and send a copy to the State and Department of Budget; they have to agree with the process used to allocate funds. We have 30 days to do that, or State Aid will be held until the District complies with the provision of law.

Mr. Laurrie congratulated Mr. Giarrizzo, Mrs. Holody, Mrs. Jackin and Mr. Schwertfager for putting this date together. He also offered congratulations to Mrs. Holody on receiving full certification as a School Business Administrator.

Review of Agenda

Special Meeting

Item 2.04 – Mrs. Dumas stated the first paragraph incorrectly identified the election of “one” member (not two); the WHEREAS correctly reflects the number of seats as two.

April 24 Board Meeting: Recognition of Outstanding Staff: Tina Panepinto, Jean Kennedy, Annette Baumgarden, and Linda Granto. Also, two students will be acknowledged Jennifer Beasock and Willie McDougald, 10th grade wrestling champion. Dr. Clark Godshall will also be joining the meeting to review the BOCES Administrative Budget.

In May recognition will be given to Mr. Joe Altobello, who has 30 years of perfect attendance and is retiring.

Bids: Phone Maintenance Services - Bids were due this afternoon at 2:30 p.m.; no responses were received. The bid has been extended until next Wednesday.

Short-term Contract:

1. Tamara Rowh, \$480 paid through the Empire State After-School Program grant
- 2-4 Jon Gatto for various Teacher Center presentations
5. Patti-Jo Wilson, 2 sessions, 24 teachers in each session in response to a Pre-K audit. This is staff development in purposeful play activities for children.
6. Will Motivates, 12 sessions for Kalfas minority student work; paid through My Brother's Keeper grant.
7. Yards of Fun & Entertainment, Presentation for the "NFCSD Family Fun Run and Health Fair", April 26, 2018
8. Pig Belly Entertainment, Presentation "NFCSD Family Fun Run and Health Fair", April 26, 2018
9. Marilyn Ballard, 3 sessions for 10 teachers a session; in response to a Pre-K audit.
10. Catherine Wheeler-Baco, Cengage, presentation to elementary self-contained teachers, an extension of core reading program for elementary special ed. program.

Mr. Bass asked if Will Motivates is still running sessions with high school students. Mr. Wojton answered not at this time; Will Motivates is working at Kalfas, some other vendors are working at the high school. This is not tied to the Housing Authority program? Mr. Wojton answered no.

New Business:

6.01 - Receipt of Gift – Kathryn Pierce so liked what Mrs. McGrath was doing with coding in the elementary schools that she gave \$4,000 for more work to occur this summer.

6.02 & 6.03 – BOCES related resolutions for approval of the 2018-19 administrative budget and election of board members to the BOCES Board.

6.04 - 6.06 – Both resolutions are related to the upcoming election (election inspectors, additional election inspectors and the statutory meeting).

6.07 - 6.09 – Resolutions regarding Filing of District Code of Conduct, Comprehensive District-wide School Safety Plans, as amended and Summary of Building-level School Safety Plans for public comment and notice of Public Hearing on May 16.

6.10 – Amended Contract: Aries Transportation Services Inc. – for additional student transportation

6.11 – Grant Disbursement Agreement: Dormitory Authority - Senator Ortt obtained \$165,000 for the District to construct a playground at 79th St. The District is recouping its funds. A similar item is forthcoming for a project at Cataract Elementary.

6.12 – Approval of Agreement: Drescher & Malecki for auditing services, as recommended to the Board by the Audit Committee.

6.13 – Approval of Use of Pesticide at NFHS – a proactive measure on grounds against ticks and fleas.

6.14 – Approval: Emergency Resolutions for Roof Repair at Kalfas – Two-thirds of the roof is completed. One-third was not and blew off in last week's wind storm. We are communicating with an independent claim adjustor for NYSIR to see if we can get the one-third replaced, as it was compromised; a temporary roof repair has been done in the interim. A more permanent solution is being sought. The last section at Kalfas is 20 years old and is beyond its warranty. We are looking into the possibility of doing an emergency project and getting that section replaced; this will require discussion with the insurance company and work with SED and CPL if, in fact, it is a true emergency and not a capital project. Temporary repair cost was \$5,886.62.

Personnel Reports:

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staffs and the Addendum for Adult Education Program for Certificated Staff Report. Forthcoming additions are as follows: Health Associate for mobile health unit, Assistant Child Care Associate (Cataract), and a potential General Labor Specialist.

At 7:36 p.m. a motion for Executive Session was made by Mr. Cancemi to the purposes of discussion personnel matters which may lead to appointment/employment/promotion/assignment and transfer of a Person, persons or corporation and contract negotiation with collective bargaining unit. Bishop Dobbs seconded the motion; all were in favor.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

NIAGARA FALLS, NEW YORK

NIAGARA FALLS BOARD OF EDUCATION AND
NIAGARA FALLS CITY COUNCIL JOINT MEETING

April 12, 2018

IN ATTENDANCE: Mr. Vilardo, Mr. Restaino, Mr. Petrozzi, Mr. Cancemi, Mr. Barstys, Mr. Jocoy, Mr. Bass, Mr. Paretto, Bishop Dobbs, Mr. Laurrie, Councilman Touma, Councilman Kennedy, Councilman Scott, Councilman Tompkins, Councilman Voccio, Mr. Melson, Mr. Caso, Mr. Carella, Mr. Giarrizzo, Mrs. Holody, Ms. Massaro, Mrs. Glaser, Mr. Smeal, Mr. Roscetti, Mr. Massaro

Superintendent Laurrie welcomed guests and stated the expectation of the evening's meeting. He commented to Councilmembers how the District has collaborated with two department heads who are exemplary people/workers of which the Council should be aware: Police Chief DalPorto, whom the District could not do without; you have the best Police Chief around, and, Mr. John Caso, who is always willing to assist when asked; the District is very thankful for him; we couldn't ask for better cooperation.

He continued by stating because the City and School District share the same footprint, live in the same city and serve the same population, it is good to have this type of dialogue. Mr. Melson thanked Mr. Laurrie for arranging the meeting; these are discussions we should have on a regular basis and it is good to formalize it. I apologize on behalf of Mayor Dyster for not being here as he is accepting an award in Buffalo this evening. We acknowledge there are some barriers to a dialogue between a municipality and school district, but we are hoping to accomplish our goal and grow this relationship.

Mr. Carella reviewed the Committee Goals, tasks, parameters, processes and timeline. Introductions were made and discussion followed regarding potential shared services.

Mr. Restaino inquired in what ways are the City and School District working together. Mr. Laurrie stated the District works closely with Chief DalPorto and the police department and Mr. Caso is extremely accommodating. We share equipment/things (Corporation yard salt, debris removal, computer equipment disposal). The District also contracts with the City for tax collection. There is nothing formalized at this time.

Mr. Melson noted the School Resource Officer program and smaller things are in the works (i.e. sharing Pothole killer) but mostly, Mr. Caso and Chief DalPorto are talking regularly.

Councilman Voccio mentioned snow removal as a shared service. Mr. Smeal stated all he has to do is make a phone call if/when assistance is needed and it is handled. Councilman Voccio also mentioned grounds work. Mr. Caso stated over the course of time some things have been delineated, but if there is something we can help we do. If I or he need something, it happens.

Mr. Laurrie stated he has conversed with Chief DalPorto regarding school safety. It is his opinion, after that in consultation with the Chief, the District should have as many School Resource Officers (SRO) as it can to protect schools. Previously, there was a grant used to fund several SROs at NFHS, but the District

has itself funded the SROs for a few years. With recent events the District is very good with funding police officers at schools. Chief DalPorto stated there is an Officer a Day, a supervising officer, being contemplated. He stated his preference for SROs for NFHS, prep schools and the CEC. We are investigating what the District paid for Officer a Day and SRO to do this. The Chief is negotiating with union on this, and we hope to achieve what is needed without extra cost to either entity. Funding is also being pursued to arm officers with equipment to combat school shootings.

Mr. Laurrie noted the District works with the Fire Department, as well, on fire inspections and the Department is responsive to all the District's needs. Mr. Melson added the fire alarms, as well, live on the City's system. Conversation was also been had with Mr. Giarrizzo today about garbage collection. Mr. Giarrizzo stated the recycling tote system may be an area for some sharing.

Mr. Laurrie noted through the District's Information Services Department, the Police Department now has access to all District security cameras.

Mr. Restaino asked the Council if there were areas it would like explored. Councilman Voccio acknowledged there are commonalities and opportunities with public works but asked if there are opportunities in payroll or other areas. Mr. Melson stated there has not been talk about payroll but just looking at commonalities and ways to do things together. IT is a large area where we both have essential tasks that we want to explore further. Purchasing may also be a natural in which to partner and buy on a larger scale; the barrier is there is nowhere to store things.

Mr. Laurrie stated much of the District's purchasing occurs through BOCES. Mr. Smeal stated the District buys cooperatively from janitorial to classroom supplies. A lot of purchasing happens for which the City may not qualify, but there are opportunities to work with a piggybacking clause (i.e. patch management, pot hole killer). The next time the City bids there can be a piggyback clause added to the bid that would allow the District to piggyback on the service. Mr. Smeal noted he will have a conversation next week with the Pothole Killer on its availability to the District.

Lifts are also equipment that are requested often by District staff. Next Monday the District is hoping to have a BOCES lift to use around our fields, at no cost.

Mr. Cancemi stated the Board is proud of the BOCES program; there will not be extra insurance needed, as BOCES takes care of that, trained operators is the only thing. Buying equipment through BOCES is 85% aidable; the more we buy the cheaper it is.

Bishop Dobbs suggested looking at deficiencies and areas of needed improvement and how to assist in those areas. Shared services is wonderful, but there are some things that do not entail that but are what we are doing already that can be shared. We can look at each other's struggles and come up with ideas and suggestions on how they feel can be improved upon.

Mr. Petrozzi stated BOCES has been mentioned many times, it is a conglomerate we deal with upon which we receive 80% reimbursement; I recommend we make a wish list of common items and see if it makes sense.

Councilman Scott referred to IT, as some of the Council members talked about live streaming Council meetings. Has the District looked into that or do you live stream already? Mr. Granieri had discussion with Mr. Meranto of the District's OSC this week and purchased equipment and software to do On

Demand live streaming to replace programming that Spectrum provides. This will be a pilot with the OSC and then looked at beyond that. Councilman Scott asked if the City may piggyback off that or utilize. Mr. Granieri answered purchases related to technology have to be classroom based and follow the BOCES and aid guidelines for what we receive. He noted the District is planning to run a pilot at 79th St. to replace wireless access points using Erate funds; for what is not included would be a BOCES project. When it comes to mechanics of WAP, that would fit in the capital projects.

Councilman Touma stated the tricky thing is to control cost while maintaining quality services. We are here to look at expenses on both sides for taxpayers. One thing is we are tied to the Financial Restructuring Board that ties to a grant; if we share that, the Board may fund that shared service up to \$5 million. Anything we can do together can possibly be assisted by that grant. The Restructuring Board is open to a good concrete shared service with an entity. We have to control our spending while seeing how it impacts our services. Economical purchasing we need to do together (i.e. fuel). It was noted the District pays for diesel and gas for the bus fleet at Niagara Falls Coach Lines. Maintenance vehicles also receive fuel at that location.

Mr. Restaino asked if it were possible for the District to be able to review those stipulations so a conversation can begin on what we may be able to do and for Mr. Melson to review. Mr. Melson stated the Financial Restructuring Board is more restrictive; more germane is the Governor's statewide shared services initiative.

Mr. Melson introduced the City's Purchasing Director, Doug Janese, to speak about some opportunities. Mr. Janese stated the City is already doing some exploratory shared services. At the micro level some items such as copy paper, pens pencils, etc. may be considered; if bought in large enough quantities office supplies, janitorial supplies, copy machines, ink can be a real savings.

Mr. Laurrie suggested Mr. Janese and the District's Procurement Specialist/Temporary Director of Operations & Maintenance, Mr. Smeal, meet to generate and prioritize a list of possible items.

Mr. Petrozzi stated this meeting is a good opportunity to address sharing of services, but with this group together it is also a chance to discuss changing the attitude of the City; it's free. I am tired of the derogatory comments about the City. We have no money here, the answer is the tax base and bringing people here maybe not to live but just to visit. We can all do that.

Councilman Kennedy concurred with Mr. Laurrie's suggestion to get the department heads together and then council members can sit with different groups and meet again to revisit the opportunities.

Mr. Melson feels this manner is the best way to accomplish the most; if we do it at a staff level and then report back at another meeting, here, or at a City Council Meeting.

Councilman Tompkins offered the library as a potential share; it is used by both the City and the District. It's a huge burden right now, and we can both make it better. Mr. Laurrie noted Mr. Carella, the District's Administrator for Curriculum and Instruction, may be the appropriate one to meet with the library director. Mr. Melson stated it is time to look at creating a library district and a library board elected by the citizens; they can then talk to representatives about what they want to pay for and what they want. This would be a separate taxing entity that manages the library and has a budget on which the voters approve. Ms. Massaro noted the District pursued this a few years back, but the voters did

not pass it to run the school district library vote. There is a mechanism in the law that allows for that for the District.

Mr. Restaino acknowledged that the City is prepared to support the idea; over a decade ago I was on the Board when the referendum went out and it lost in large measure because there was no support of the City government. If it is changed, it is the kind of referendum that may be easier to accomplish with all parties on board. Once accomplished it's another item on the tax bill and people vote for its level of funding. It is refreshing to know the City is in support of it.

Mr. Laurie mentioned his work with a group to obtain donors for an inclusive playground for special needs children; money flowed through the District and teachers will program the playground. It is at Hyde Park. We partnered on that project, as well as the Skate Park which was designed by students.

Mr. Paretto acknowledged that currently, both libraries are in extensive need of funding for HVAC. I do know through experience it will be quite a lot of money. The whole point is something has to be looked into, one is already on spare heat. \$88,000 to replace controls and \$200,000 to replace heat at LaSalle Branch. We need to seriously look at this.

In concluding the discussion Mr. Laurie identified the next step in this process is to establish a date for all department heads that is convenient to discuss opportunities. Mr. Voccio asked that areas of discussion should have measurable results. Think about long-term possibilities (i.e. facilities, purchasing), one department may serve both jurisdictions through attrition in staff.

Mr. Restaino agreed there should be a meeting of department heads, and he would like included in a monthly portion of the District's Board Meeting, a progress report so there is a need to stay on top of ideas and not lose track of what we can and cannot accomplish.

Councilman Tompkins stated the Council will hold the City administration to the same standard.

Mr. Laurie will initiate discussion by speaking with Mr. Melson to schedule the who and where and then look for input by every department by the end of May; updates will be reported, thereafter.

Bishop Dobbs referred to Councilman Voccio's comment on sharing services (departments) and explained the District has a lot of restrictions with the State, so that helps us in the long run but puts limitations on what we can and can't do. Another thing he noted was regarding the City's schedule with Modern for garbage pickup; he asked if this service could possibly be offered more regularly. He suggested using the District as a media for distributing flyers to notify residents of the dates service is available to them so there is a better awareness of the pickup. It was noted the City will be pursuing a new garbage RFP next March and perhaps at that time, that can be considered.

Mr. Restaino returned to the idea of department heads meeting and invited parties to be daring in their discussion; put everything on the table so nothing is discounted. If it is to work, we need to dare to do things we might not otherwise had.

Councilman Voccio addressed Bishop Dobbs' comment by stating he is aware there are limits but feels there may be ways to work around the District and City restriction so things work for everybody.

Councilman Scott mentioned the Community Center of which the City Council is very supportive. It is in progress with the Mayor setting up meetings to discuss funding. Perhaps the model can be observed and there can be meetings to make it work together, as well, to benefit the community and its youth.

Mr. Barstys acknowledged the points made and asked that whatever ideas think out of the box that there is vetting by both attorneys. Mr. Massaro agreed and noted he and Corporation Council do meet on a regular basis.

Mr. Laurie recognized Mr. Petrozzi's comment; he hit on a great topic. The City isn't perfect but it's perfect for me and I'm working to make it better.

Mr. Restaino thanked the Council, City Administrator and staff present for talking with the Board to share ideas and concern; the interaction is appreciated. Mr. Touma echoed these comments and acknowledged the District for being gracious hosts and organizing the meeting.

5:30 p.m. ARS/7:00 pm - Special Board Meeting (Tuesday, April 24, 2018)

Members present

Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Meeting called to order at 10:31 PM

1. 5:30 p.m. ARS/7:00 pm - Regular Board Meeting

Information: 1.01 ARS Topics

Information: 1.02 Agenda - Regular Board Meeting (List of Agenda Items)

2. Call to Order

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer

Information: 2.03 Roll Call

3. Letters and Communications

Information: 3.01 Oral Communications - Public Comment

Information: 3.02 Written Communications

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - March 2018

Approval of Minutes - March 2018

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action, Information: 4.02 Budget Transfer - #9
Approval of Budget Transfer - #9

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilardo

Information: 4.03 Bids - None

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Reports - March 2018

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - April 2018

Action: 4.06 Personnel Reports - Certificated and Addendums (Adult Ed. Program Appointment and 2018/19 District Calendar)

Approval of Personnel Reports - Certificated, Items #I - VI and Addendums (Adult Ed. Program Appointment and 2018/19 District Calendar)

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilardo

Action: 4.07 Personnel Report - Classified Items

Approval of the Personnel Report for Classified Staff, Items #I – VI

Motion by Vincent Cancemi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Nicholas Vilardo

Abstain: Robert M Restaino

Action: 4.08 Committee on Special Education Report
Approval of Committee on Special Education Report

Motion by Vincent Cancemi, second by Robert M Restaino.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilaro

Action: 4.09 Committee on PreSchool Special Education Report
Approval of Committee on PreSchool Special Education Report

Motion by Vincent Cancemi, second by Robert M Restaino.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilaro

Action, Information, Discussion, Receive and File: 4.10 Short-Term Contract(s)
Approval of Short-Term Contracts

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilaro

5. Unfinished Business

Information: 5.01 None

6. New Business

Action, Information, Discussion: 6.01 Approval of Receipt of Gift From the Grace Foundation
Through the Community Foundation for Greater Buffalo

Approval of Receipt of Gift From the Grace Foundation Through the Community Foundation for
Greater Buffalo

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilaro

Action, Information, Discussion: 6.02 Approval of the 2018/19 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services (BOCES)
Approval of the 2018/19 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services (BOCES)

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Abstain: Ronald J Barstys, Vincent Cancemi

Action, Information, Discussion: 6.03 Approval of the Election of the Board of Cooperative Educational Services (BOCES) Board Members

Approval of the Election of the Board of Cooperative Educational Services (BOCES) Board Members

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Abstain: Ronald J Barstys, Vincent Cancemi

Action: 6.04 Approval of Appointment of Election Inspectors for 2018

Approval of Appointment of Election Inspectors for 2018

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action, Information, Discussion: 6.05 Approval of Appointment of Additional Election Inspectors for 2018

Approval of Appointment of Additional Election Inspectors for 2018

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action, Information, Discussion: 6.06 Approval of Resolution Regarding the Statutory Meeting
Approval of Resolution Regarding the Statutory Meeting

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilardo

Action, Information, Discussion: 6.07 Approval of Filing of Proposed District Code of Conduct,
as Amended, for Public Comment and Notice of Public Hearing (May 16, 2018)
Approval of Filing of Proposed District Code of Conduct, as Amended, for Public Comment and
Notice of Public Hearing (May 16, 2018)

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilardo

Action, Information, Discussion: 6.08 Approval of Filing of Proposed Comprehensive District-
Wide School Safety Plan, as Amended, for Public Comment and Notice of Public Hearing (May
16, 2018)

Action: 6.09 Approval of Filing of Summary of Building-Level School Safety Plans as
Amended, for Public Comment and Notice of Public Hearing (May 16, 2018)

Approval of Filing of Summary of Building-Level School Safety Plans as Amended, for Public
Comment and Notice of Public Hearing (May 16, 2018)

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi,
Robert M Restaino, Nicholas Vilardo

Action: 6.10 Approval of Amended Contract for Professional Services by Independent
Contractor Between the City School District of the City of Niagara Falls and Aries
Transportation Services, Inc., for 2017 – 2018 School Year

Approval of Amended Contract for Professional Services by Independent Contractor Between
the City School District of the City of Niagara Falls and Aries Transportation Services, Inc., for
2017 – 2018 School Year

Motion by Robert M Restaino, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action: 6.11 Approval of Grant Disbursement Agreement Between the Dormitory Authority of the State of New York (DASNY) and the City School District of the City of Niagara Falls
Approval of Grant Disbursement Agreement Between the Dormitory Authority of the State of New York (DASNY) and the City School District of the City of Niagara Falls

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action: 6.12 Approval of Agreement With Drescher & Malecki LLP for Auditing Services for Years Ending: July 1, 2018 - June 30, 2022

Approval of Agreement With Drescher & Malecki LLP for Auditing Services for Years Ending: July 1, 2018 - June 30, 2022

Motion by Vincent Cancemi, second by Robert M Restaino.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilardo

Action: 6.13 Approval of Use of Pesticide on the Grounds of Niagara Falls High School for the Control of Ticks

Approval of Use of Pesticide on the Grounds of Niagara Falls High School for the Control of Ticks

Motion by Robert M Restaino, second by Vincent Cancemi.

Action: 6.14 A Motion for Approval of Emergency Resolution for the Repair and Remediation of the Roof of the Henry J. Kalfas Magnet School Resulting From Public Emergency Created by High Winds Damaging Portion of the Roof

A Motion for Approval of Emergency Resolution for the Repair and Remediation of the Roof of the Henry J. Kalfas Magnet School Resulting From Public Emergency Created by High Winds Damaging Portion of the Roof

Motion by Anthony F Paretto, second by Robert M Restaino.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilaro

Action: 6.15 Approval of General Release Between the City School District of the City of Niagara Falls and Harold W. Jeffs

Approval of General Release Between the City School District of the City of Niagara Falls and Harold W. Jeffs

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilaro

Action: 6.16 Approval of Revised Appointment of Voting Machine Custodians for 2018
Approval of Revised Appointment of Voting Machine Custodians for 2018

Motion by Robert M Restaino, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Arthur Jocoy, Anthony F Paretto, Russell Petrozzi, Robert M Restaino, Nicholas Vilaro

7. Review of Proposed Policy(ies)

Action: 7.01 None

8. Information and Reports

Information: 8.01 Superintendent's Report

Information: 8.02 Board Members Comments and Reports

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Information: 10.01 Meeting Adjourned

CITY SCHOOL DISTRICT OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

BOARD REVIEW SESSION

May 3, 2018

PRESENT: Mr. Vilardo, Mr. Restaino (6:10 p.m.), Mr. Petrozzi, Mr. Cancemi, Mr. Barstys, Mr. Bass, Mr. Paretto, Bishop Dobbs

STAFF PRESENT: Ms. Massaro, Mr. Giarrizzo, Ms. Holody, Mr. Smeal, Mrs. Glaser, Mr. Massaro, Mr. Roscetti, Mr. Granieri, Mr. Wojton, Mr. Ventry, Ms. Sullivan

Summer Camps

Ms. Sullivan provided an overview of the following summer programs:

KinderCamp is done in conjunction with NU and offers students entering kindergarten an opportunity to go to the college campus and participate in half day sessions for one week. Teachers work with graduate students. A celebratory event occurs at the end of the program; students receive school supplies and home activities to prepare for the first day of kindergarten. Transportation is not provided and there is no cost for the program.

Extended Learning Program - This is the third year of the program. Highlights from 2017 were:

- Program offered to ALL students exiting grades K-5 in June of 2017.
- Students participated in activities that reinforced their skills in Math and Literacy in the morning
- Recreational activities in the afternoon

The District just purchased a new reading program, LitCamp, which reinforces literacy skills learned throughout the school year in a joyful, empowering summer camp environment. The program includes character education traits. Last year ELP was held at four sites; this year there will only be three sites: Abate, Niagara St. and Cataract on July 9 - August 9, Monday – Thursday; if interested for a small fee parents may elect to participate in a Boys & Girls' Club program on Fridays.

The biggest change to the full day program is that District staff will be onsite all day. Postings have been put out for staff to apply to be on site all day. The District will also provide tech. support as on-line learning is also included in the program. The program runs from 8:45 a.m. to 3 p.m. and bussing is provided. If a family has a preference for a site other than the home school, they will have to provide their own transportation.

Camp Wolverine is for the District's Life Skills students ages 5-20 and it will be offered Monday – Thursday; bussing is provided. Focus is on maintaining academic, vocational, social and behavioral consistency of students enrolled in the District's Functional Life Skills classes. Mr. Laurie noted the District will again receive \$5,000 from the Joseph and Riva Mehr Foundation for this program. An Acceptance of Funds will be presented to the Board in June.

STEM Camp will run August 13-17 after ELP to avoid conflicting interests. Grades 1-4 will explore STEM principles through hands-on activities. Grades 5&6 will learn to code using a programmable robot called Sphero. Grades 7-9 will design and build a robot that will compete against other robots.

Performing Arts Camp will be held at Cataract August 13-17 in the afternoon from 12-3 p.m. This is paid for through the Empire State Grant.

Orleans/Niagara BOCES Summer School is the standard program for grades 7-12 at NFHS July 11 – August 15; Regents will be administered August 16 and 17. The program is unchanged from last year.

Mr. Laurrie mentioned preliminary planning is underway for establishing alternate site(s) for the 2019 program to allow for the exterior shell of NHFS to be renovated without interruption to site work. Site work will also be occurring at prep and elementary schools so there will be need to coordinate all programs with the site schedule.

Summer Sports Camp will be offered July 9 – August 10 from 11:30 a.m. to 3 p.m. Monday – Friday for 7-12 graders. Mr. Ventry explained some modifications have been made to the program. He highlighted the changes: Daily sports offerings will occur for basketball and bowling. Programs that will incorporate athletic training on an A/B-day schedule are: baseball, hockey, swimming, tennis, volleyball and softball. Programs that will incorporate daily athletic training are football and wrestling.

Mr. Laurrie noted with the exception of BOCES summer school, all other programs are grant funded. ELP is a double edge sword as the District received funding because it has seven focus schools; we are confident there will be a rise in test scores, resulting in a reduction in funding.

Mr. Ventry noted the addition of Summer Enrichment Camps: Performing Arts, Coding and Chess; these will run the same time as the summer sports camps but from noon to 3 p.m. Mr. Laurrie noted that NFHS participates in the Western New York Chess League and recently finished in 2nd place.

Unified Sports Program

Mr. Wojton and Mrs. Morrison presented a PSA, “Ending the “R” Word,” created in an effort to make people aware of what they are saying and how they are saying it. On May 21 there will be a final home basketball game. Board members, staff and community are encouraged to attend. There will be computer stations where attendees can log onto www.rword#.org and pledge to agree to being aware of what they are saying and how they are saying it. The Pep Band and cheerleaders will also be involved.

Mrs. Morrison reported the bowling team had a successful season involving 15 student athletes. First, there was resistance to grow friendship between the two student populations but students, of note, Miss Lauren Granieri, took on partnership with multiple friends and the opportunity to participate in unified basketball. 20-25 students participated and included student athletes from track and baseball.

Agenda Review

Wednesday, May 16: Two presentations at the Agenda Review Session: Capital projects and Upper Deck Consulting with respect to sponsorship, naming rights, etc. At 6:30 p.m. there will be a Public Hearing on District Safety Plans. The Regular Meeting will feature a special presentation to Mr. Joseph Altobello, who is retiring without taking a sick day in 30 years.

Bids: #3 (Phone Maintenance Services) – One response was received to the public and direct solicitation. Bid award is recommended to Ronco; this will be a three year contract, if approved.

#17 (Theatrical Lighting) – This is part of the spending of NYSTL funds for NFHS PAC. A light board and dimmer rack will be installed. Results of the RFP will not be available until May 15, therefore, the recommendation to the Board will be presented on May 16. Mr. Smeal does not expect wide participation because of the type of work.

Personnel Reports

The Personnel Reports for Certificated and Classified Staff were reviewed. Mr. Laurie noted SCEP revision work is the School Comprehensive Education Plan.

The Board asked if retirements were factored into the budget. Mr. Giarrizzo stated no.

Mr. Laurie noted Schedule B appointments for Parent and Family Engagement Activity: Parent Partner & ENL Open House at Kalfas is due to the fact that the ENL population will be split between G J Mann and Kalfas next year.

New Business:

7.01 – Enrollment Projections

7.02 – Health Service Fees for Non-Resident Private and Parochial School Students – Fees charged to other districts in our area for nursing service used over the course of the year; it is a contractual agreement between us and the receiving District.

7.03 – One Year Extension of Planned Agreement with Johnson Controls, Inc. – Because of the pending capital projects, the District does not desire another three-year term at this time. This is basically to approve extension of our agreement for one-year at a cost of \$20,475 and includes service hours for facilities management system and start-up of chillers at NFHS and Niagara St. School.

7.04 – Grant Disbursement Between Dormitory Authority and School District – This is similar to what the Board recently approved for 79th St. School's playground, but this is occurring ahead of the project so that the request for release of funds to the District for the Cataract playground is in process.

7.05 – In relation to resolution 7.04, this is the negative declaration of SEQOR on the Cataract property; this is part of the package to be submitted to DASNY on May 17.

7.06 – Approval of Amendment of Lease...Extend Parking on the Vacant Area West of the 1170 Elmwood Ave. property. Mr. Massaro prepared this with the County so there

would not be accessibility issues to the District's property. This formalizes the agreement through 2022.

Future Meetings: June 7 and June 21

Superintendent's Matters:

The NFHS Chess Team placed second in Western New York.

There is no meeting on May 10; the District's Fine Arts Show is that evening at NFHS from 5-8 p.m.

On May 17th, 2018 at 5 p.m., the St. Francis Center (Sister Betty) will have an evening performance and art exhibit with food and refreshments served for all who attend. This performance includes all 2nd and 3rd grades from the District.

NYSSBA School Board U Awards are presenting to the following board members: Mr. Barstys, Board Excellence Award; Mr. Cancemi and Mr. Vilardo, Board Lifetime Achievement Award.

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

Agenda Review Session
May 16, 2018

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, K. Dobbs, A. Jocoy, A. Paretto, R. Petrozzi

Excused: N. Vilardo, R. Restaino

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, R. Holody, A. Massaro, M. Massaro, J. Roscetti, E. Smeal, J. Glaser

Sponsorship and Naming Rights

Mr. Laurrie has met with Ms. Diana Cihuk from Upper Edge Consulting, on a few occasions already and is very impressed with her knowledge and background. Mr. Laurrie feels the time is right to bring some additional revenue into the District. Private partnerships would be an immense asset to the athletic program. Ms. Cihuk was given a tour of the fields by Mr. Laurrie. Mr. Smeal provided her with documentation of fields showing the layout and set up. Mr. Laurrie shared with Ms. Cihuk Mr. Massaro's presentation of non-negotiables when it comes to terms of any contracts with private partnerships:

- BOE has final say as far as acceptance of any offers and terms of agreements/sponsorships
- Topics/companies have to be appropriate product/materials (no liquor/tobacco)
- Terms of agreements/sponsorships could be for a span of 5-10 years to be paid annually
- Any funds acquired for a certain athletic field will stay with that field

Ms. Cihuk was very impressed with the District's athletic fields. She feels now is a good time to look at private partnerships to support teams and supplement the District's athletic program. Ms. Cihuk has entrepreneurship experience and also political experience. She began working in 2010 in economic development. Ms. Cihuk provided a list of her current clients, which consists of both public agencies and private companies. Part of her job is to make sure the organizations that she works with are thriving and staying focused on their mission. Feel free to check out her company's website at www.upperedgeconsulting.com.

Many organizations, such as colleges and little leagues (both public and private), across New York State have already begun obtaining sponsorship and naming rights. At this time there is an appetite for the positive image of team work and sports. If the District and Board are willing to go forward, Ms. Cihuk would work out details and then pursue companies that may be interested. Ms. Cihuk absolutely believes there is a lot of potential here in Niagara Falls for sponsorship. Each field can be sponsored

individually and can offer various options at different price points. Public documentation/marketing materials would make clear what type of sponsorship the District is looking for. Ms. Cihuk would lay the ground work by creating a marketing plan and marketing materials in conjunction with the District and its attorneys. She would welcome any suggestions for potential sponsors from the District, as well as reach out to companies she may be familiar with and feel would be a good fit. Ms. Cihuk would work with valuation and negotiations.

Mr. Laurie feels a good next step will be to have Ms. Cihuk make a proposal/presentation to the Board which would include scope of Diana's and her firms services and information on what other organizations are doing that are similar to our District that would work as a benchmark. After that has been done, the Board will decide how they would like to proceed.

Capital Projects Update

Ms. Dafchik/Mr. Brian Trott presented information (see presentation slides provided). The final documents have been sent to NYSED. Overall still at \$25M for Phase One, which is still in line with projection. Submitted to NYSED for request of third party review. As of earlier this week, there are only 10 projects ahead of us right now. NYSED will contact us next week as to what reviewer will be assigned to the District. Albany BOCES group coordinates and review begins. Hopefully will start review by end of May and will have comments back within 15 business days. We will answer questions via addendum. Have a finite period of time to respond. We expect to have review done by end of June. NYSED is taking consultant review and looking at it again. We will get SED comments back and return at end of August, which is on schedule. BCC is suggesting that October would be best time to bid. Open bids by end of year and award contracts. Start work in January. Summer 2019 will do bulk of Phase One work. Work done weekends, holidays as well. BCC will set up meetings to schedule projects.

Mr. Laurie informed the Board that in order to have an expedited review, the District would have to submit check for about \$25,000. Mr. Laurie feels this would be money well spent. This amount would be building aidable (98%). A resolution will be submitted to the Board as soon as possible after the check is sent.

Regarding Phase 2, Ms. Dafchik met at Kalfas with Kalfas staff and Mr. Smeal to talk about the pros and cons of Kalfas's air conditioning system. Right now, CPL is in process of doing schematic designs and layouts. CPL teams will be out at schools this summer to get an overview of existing systems and get drawings/plans going. By mid-September will have design documents ready to BOE review. Will begin estimate in October, will finish estimate in November. Will look at alignment with budget and then move forward with construction documents. Plan on keeping in line with April 2019 submission date.

Mr. Laurie mentioned that the District maintenance workers will have a voice in what is being planned. Mr. Laurie requested that Mr. Smeal make sure that he and maintenance workers are present at meetings with CPL in order to provide maintenance workers with an overview of the work and how to maintain systems.

Public Hearing on Safety Plans

Mr. Wojton, under the guidance of Ms. Massaro has taken over Safety Plan and Code of Conduct review and revision. Mr. Wojton thanked the committee members who participated in the review of the plan. (See Agenda provided).

Code of Conduct

Mr. Wojton highlighted some of the revisions that were made by the committee in the following areas (see document provided with proposed changes/additions highlighted):

- Fraudulent social media accounts. Has been inappropriate use of social media – there are consequences.
- Securing of student athletic equipment. Having a secure space to store athletic equipment such as hockey sticks, lacrosse sticks, etc., in house office.
- Sexual harassment/misconduct. Confirmed language that was present. Committee felt the language that is present is appropriate.
- Student bus transportation. Reviewed compared to other school districts. Not a privilege, but a right. Students must act in appropriate manner on school and bus stop. Parents to be notified if student's bus privilege are suspended. Could provide home instruction for a period of time. Mr. Barstys requested that Ms. Massaro provide him with further information on the appropriate laws regarding bus privilege suspension.
- Cyber bullying. Small piece of language was changed. Technology is changing, cyber bullying is becoming more prevalent. How can we address this – consulted with students. Students need to share knowledge with administrators/teachers. There is no quick fix. Staff need to be proactive.
- Youth court program. Extensive of restorative justice program started about 15 years ago. Now focusing on schools aspect. Julie Conti and students in her Street Law class are participating. Community partners to speak about different aspects of courtroom. Mock trial was held. Mr. Laurie is grateful to Niagara Falls Police Department and Chief DalPorto in getting the fees waived for use of the facilities.
- PRIDE (Persons Requiring Individually Designed Education) Program. At NFHS and both prep schools. Students attend school from 2:30-5:30 at their school. This helps students to keep a relationship with the school and to move forward. Students are permitted to get back into regular class after a review.
- Spectators Code of Conduct. Highlight expected behaviors and consequences of violating code of conduct. Expanded language – Niagara Frontier League, now aligned with Section 6.

Safety Plan

A cover letter was sent out along with the safety plan upon suggestion of Mr. Latham. The Plan has been shared through social media and school web page. Highlights measures that have taken place. Easier reference for parents. Included information regarding sharing information with community partners (fire department, state police, etc.).

New mental/social emotional health training program. Mr. Laurie and Mr. Brian Rotella have been working to get training for as many staff members and parents as possible.

Mr. Laurie asked Mr. Brian Rotella and Mr. Carella to create mental health curriculum for PreK-3 through Grade 12. Once completed, will be submitted to Board for approval.

The safety plans will be finalized for the Board to vote on in June. Any feedback/suggestions regarding the plan are welcome.

Mr. Laurie stressed that of the required emergency drills performed in the schools each year, he would like two of the emergency drills to take place during the lunch period and also later in the afternoon. Points of entry at each school need to be minimized. NFHS performed two bag checks so far. The recent check took approximately 25 minutes. Over 1,000 student's bags were checked. Mr. Laurie extends his compliments to Mr. Zimmerman for a job well done. No weapons were found. Mr. Laurie feels that the elementary and middle schools should perform checks as well. This directive was send out to principals yesterday.

Mr. Laurie and Mr. Paretto expressed the importance of staying vigilant.

Review of Agenda

A review of the agenda was held.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

BOARD REVIEW SESSION

June 7, 2018

PRESENT: Mr. Vilardo, Mr. Barstys, Bishop Dobbs, Mr. Bass, Mr. Petrozzi, Mr. Cancemi, Mr. Restaino, Mr. Paretto, Mr. Jocoy (6:40 p.m.)

STAFF PRESENT: Mr. Laurie, Ms. Massaro, Mrs. Holody, Mr. Granieri, Mr. Giarrizzo, Mrs. Glaser, Mr. Carella, Mr. Smeal, Mr. Roscetti, Mr. Massaro, Mrs. Smith, Ms. Schove

Gaskill Student Presentation

Gaskill student Olivia Amado presented the Board with results of a survey she conducted of Gaskill students regarding tardiness and the reasons why students are tardy. The Survey had a 77% answer rate and identified 75 students that are tardy daily. She also presented research she did on the amount of sleep required by young adults and the physiological effects of inadequate sleep on the human body. Miss Amado noted the current school start time and the evidence she has obtained to support a school start time of 8:30 a.m. Currently, the start time does not allow sufficient sleep time for students. She proposed a change to the start time by making ASP optional so students are allowed additional time to sleep. Being eligible for the alternate start time could be offered to students achieving 70% or higher grade; students would have to “earn” the later start time.

Miss Amado was commended for her independent work. The Board commended her for her work and the manner in which she presented the survey. Mr. Laurie told Miss Amado she has earned the right, based on the research and her presentation, for the administration to take a serious look at the proposed later start time. He will schedule a time this summer to meet with her and Mrs. Smith to talk about what would have to be looked at as there is a State mandated 990 hours of attendance required of students during the 180 day school year, as well as transportation impacts to be considered.

Superintendent’s Report:

Mr. Laurie reported the District’s Unified Basketball team is champion of its division.

Photos of the District’s Soap Box Derby were shared with the board.

Technology Plan

Mr. Granieri provided an overview of the District’s Three-year Technology Plan. The Plan is required by New York State and Grants: Title grants, BEDS, SMART Schools Bond. There are two segments to the Plan: Quantitative/Institutional Information and District SMART Goals.

As a group, the Technology Committee decided on defining action steps within the goals; this integrates process and task orientated steps.

SMART Goals 1 – 4 were reviewed:

1. By June of 2021, the percentage of Teachers reporting engagement with relevant, personalized technology assisted instruction will increase by (20%) as measured by School Performance Scan (SPS) survey results and classroom usage reports.
2. By June 2021, all pupils will have access to digital tools and resources designed to remove barriers to learning. The percentage of Teachers including such tools in their instructional plan will increase by (5% per year) compared to baseline data.
3. By June of 2021, the percentage of instructional staff achieving a score of proficient or higher on our (ISTE based assessment) will increase by 10% compared to baseline data (2016 instructional ISTE Wayfind assessment).
4. By June of 2021, all network / district devices will be replaced with new equipment, or if applicable, existing equipment will be updated with the most current software / firmware updates. In addition, all supporting software will be updated to provide a secure, reliable network environment for students, staff, and community partners.

The Board asked if adjustments may be made to the Plan. Mr. Granieri stated yes. The Committee formally reviews the plan twice a year. It will focus on SMART goals and action steps; quantitative things will change. Alignment to SED goals will remain constant.

District PD Plan

Miss Massaro presented the District's Two-year Professional Development Plan which also needs to be approved by the State. The Plan has been adopted by the Board several times in the past. Several stakeholders are necessary to be part of the Plan's development: (Instructional, Assessment, and Special Education). The process was for all stakeholders to review the Plan and then present the Plan to the Mentor Teacher and TRC Boards; both adopted the Plan and approved it for presentation this evening. A change in 2016 to teacher legislation, was the requirement for teachers to take 100 hours of Continuing Teacher Leader Education. In order to meet that requirement, the District had to be approved as a provider and be assigned a provider number, as did the District receive to be able to certify the 100 hour requirement. A list of providers that we submit to the State is included in the Plan, as well. Following Board approval on June 21, the Plan will be submitted to the State.

Superintendent's Updates:

Subsequent to the April joint meeting with City Hall officials, the District's administrative team took the lead in making connection with the City on potential shared services. This past week the Business, Purchasing and IS departments gathered for an initial meeting with City representatives. Mr. Giarrizzo reported five City representatives attended the meeting with him, Mr. Smeal and Mr. Granieri. There was discussion about generalities, opportunities and broader terms of ideas. District staff explained its position with BOCES and limits imposed and grant possibilities. Discussion evolved into co-sponsorship of summer programs and parks

programs. The group agreed to meet in a more one-on-one relationship in the future. Mr. Granieri spoke with Lt. Drake about some specifics and a list of potential items in which they were interested. Mr. Smeal and Mr. Janese are exchanging bid lists; a meeting will be established to discuss “piggyback” language on competitive bids for materials and supplies. Updates to the Board will continue monthly.

In the next Board packet, the Board will be provided with samples of updated forms provided to parents in relation to Policy 3120 and the authorizations necessary for photographs, videos, interviews District website release and media release (all grades), as presented by Mrs. Glaser in February.

The Upper Edge contract is being prepared with counsel and will be brought to the Board formally when it is ready.

Mr. Laurie expressed displeasure and continues to be frustrated, disappointed and despondent on the Governor’s action on SMART Schools at a time when the nation is reeling in safety and security issues and concerns; the District awaits approval of its application for upgrades and additions to security cameras and entry security system in school buildings and on campuses. We still sit and wait despite the fact that Darlene, Ray, Earl and Joe have done everything right to get that passed. It is outrageous that we can’t get that moving forward. I will be meeting with our elected officials to express these thoughts as well.

The Interview Team and Ms. Massaro will begin the first round of interviews for the District Clerk’s position on July 9; there are 34 applicants.

Congratulations to Mr. Contento and the track team. Sixty-six districts attended a meet at NFHS last weekend in an attempt to get the State meet at our facilities. Compliments to Mr. Smeal for getting the Shot Put and Discus up to code; the grounds crew is commended, too. We are proud of what you’ve done.

Summer programs continue to fill up; there are just under 700 student signed up.

Mrs. Glaser reports that Charles B. Gaskill will be designated as a “notable person” in a short ceremony at Oakwood Cemetery this Saturday at 10 a.m.

Today, WWII combat medic Mr. James Vacaralla spoke to Mr. Esposito’s social studies class. And, when walking the hallway, all students lined the halls and formed a standing ovation line. He was very moved and stated he was never treated that way any place he has gone. He will now be participating in Mr. Esposito’s Bocce tournament, too

Review of Agenda

June 21 – Special Presentations: \$2000 scholarship to a minority student who is pursuing a teaching degree, recognition of 2017-18 retirees and the Golden Apple Awards.

Bid: Electrical – Award is being recommended to City Electric. Seven vendors were solicited; only one vendor responded.

Short-term contracts:

1. TJ Wilcox - For additional help with the drama program throughout the year.
2. Laura Scarpelli – Presenting Java Script programming in summer coding camp
3. Amplify – August workshops for 6th through 8th grade ELA teachers; primary resource for 30 teachers, \$100 per teacher.
4. Access Mathematics – The last week of August. 150 teachers over 4 days, \$1500 full day training for K-5 Math; a series of 12 workshops. This is continuation of workshops that occurred on Saturdays earlier in the school year.
5. Bounce USA - For Abate's Fun Day on June 11.

Item 1 is District funded; items 2-4 are grant funded.

New Business:

6.01 - Receipt of Gift: Joseph and Riva Mehr Fund – annual gift for Camp Wolverine \$5,000

6.02 – Receipt of Gift: From Ronco Communications for post prom

6.03 & 6.04 – Approval of District Code of Conduct, as Amended and Approval of Comprehensive District Wide School Safety Plan as Amended. Thanks to Mr. Wojton for completing these. The Comptroller will now audit the District's Safety Plans.

6.05-6.13: Contracts/Agreements

6.05 – Grant funded. Boys' & Girls Club to provide services for the ELP this summer. 20 days at three sites, 3 hours a day for activities, snacks and they will use attendance software to track students. Cost is approximately \$50 per child for entire summer.

6.06 – George Tasevski, Chess Instructor, will provide chess instruction to students and teachers throughout the next year. 10 days, 4 hours a day in the summer and during spring recess. It was noted the term on the resolution should be October 1, 2018 – May 31, 2019.

6.07 – Approval of Municipal Cooperation Agreement with the City of Niagara Falls, NY for the services of a summer youth programming coordinator – The City is seeking to partner with the District to create a science, technology, engineering, arts, and math (STEAM) program with a physical education curriculum in the city parks. The District desires to partner with the City by posting for and hiring a Summer Youth Programming Coordinator to supervise the STEAM Program. A Municipal Cooperation Agreement has been negotiated with the City providing for the posting and hiring of a certified teacher coordinator at compensation consistent with current summer programming rate. The District intends to enter into a Memorandum of Agreement with the Niagara Falls Teachers Union which outlines this rate of compensation for months of July and August 2018; there will be an \$8,000 stipend.

6.08 – Approval of Lease for Classroom Facilities at NFHS by BOCES July 1, 2018 – August 31, 2018 – This is for lease of 80 summer school classrooms. There is a fee incurred for technology and consumable supplies for which the District is reimbursed. Rent has increased from \$5,000 to \$6,000.

6.09 – Approval of Agreement: Erie 1 BOCES to furnish certain computer services – This is based on a replacement schedule. CDWG won the bid from BOCES. Mr. Granieri presented the Lenovo Yoga 11 device to be used at the prep and high school levels. It can be used as a laptop or flipped and used in table mode.

6.10 - Approval of Consultant/Broker Agreement and Business Associate Agreement: M&T Insurance Agency, Inc. – For continuation of agreement of consultant broker with M&T; this is a three year agreement.

6.11 & 6.13 – Approval of Amendment to Contract: Buffalo Construction Consultants, Inc. (6.11) and Clark Patterson Lee Inc. (6.13) – Both firms were initially hired for a \$45 million project, the scope has now increased to \$55 million; the amendment reflects the increase.

6.12 – Approval of Amendment of Contract: Buffalo Construction Consultants Inc. – This amendment revolves around the rates BCC uses to come up with its hourly rates. It is necessary to accept the change in its fee schedule.

6.14 - Approval to Recertify the District Plan for the Participation of Parents and Teachers in School-based Planning and Shared Decision Making – The District is biennially required to review SDM plan that provides for parents and teachers and other stakeholders to participate in SDM. All parties agreed and are satisfied with the Plan; adoption is for another two years.

6.15 & 6.16 – Approval of the 2018-2020 Professional Development Plan and the 2018-2021 Technology Plan.

6.17 – Approval of District English Language Arts Resource, Grade Five

6.18 – Approval of District English Language Arts Resource, Grade Six through Eight – The District is moving to Amplify for grades 6, 7 and 8.

6.19 – Approval of District Mathematics Resources Grades Six Through Eight – Investigations is used through grade 5; Go Math! For grades 6-8.

6.20-6.27 – Approval of Property Damage Claims –These claims are presented to the Board annually. All claims, with the exception of 6.25, will be pulled and more supportive documentation obtained on reimbursement received by the claimant's insurance carrier.

6.28 – Approval of Resolution to Combine Hockey Program with Lockport City School District – The District wants a hockey team, but there is not enough interest, therefore, a proposal is offered to combine with Lockport to practice and play in Lockport. Such action is required by Board resolution. The Board asked how the program will be referred to in sports reports; it is important that our students be identified as NFHS. We will provide coaches transportation until we have enough interest to have our own team. Mr. Laurie feels this is a good opportunity to combine students from both districts. The District's coaches will be retained and coach.

6.29 - 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 \$501,455; To Bind Crime Coverage Through Travelers Casualty And Surety Company Of America For The Dollar Amount Of \$4,100; To Bind Excess

Workers Compensation Insurance With The State National Insurance Company Through FNRM As Broker, As Proposed For The Dollar Amount Of \$120,942 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, 2017 To June 30, 2018 – Staff are waiting for quotes to be returned from all firms. The District underwent a physical inventory for insurance purposes; there was not much of a change.

Personnel Reports

Miss Massaro reviewed the Personnel Reports for Certificated and Classified Staff.

Motion for Executive Session at 7:30 pm by Mr. Barstys, seconded by Bishop Dobbs to discuss personnel matters which may lead to appointment/employment/promotion/assignment and transfer of a Person, persons or corporation and contract negotiation with collective bargaining unit.

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

Agenda Review Session
June 21, 2018

Minutes

Present: M. Laurrie, R. Barstys, J. Cancemi, A. Jocoy, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo,

Excused: E. Bass, K. Dobbs

Staff Present: R. Carella, J. Giarrizzo, R. Granieri, R. Holody, A. Massaro, M. Massaro, J. Roscetti, E. Smeal.

Graduation Update

Mr. Laurrie introduced Chief Educational Administrator of NFHS, Mr. Robert Bradley. Mr. Bradley is retiring and will be a critical loss to the District. Mr. Laurrie thanks him for his many years of dedicated service.

Mr. Bradley went through a PowerPoint presentation regarding this year's graduation statistics. He indicated that there is no reason why any student at NFHS should not graduate. If they do not graduate, it is probably because they have unfinished business, did not come to school and/or didn't complete the work. If a student attends school and works hard to complete all of their tasks, they will graduate. The staff at NFHS offers many opportunities and assistance to ensure that a student can graduate. The Commencement Ceremony begins at 12:00 Noon on June 23 at the Niagara Conference Center. Students need to report at 10:30 AM. Parking is free at Niagara Falls City ramp on Rainbow Boulevard. Mr. Laurrie has parking passes for BOE members. BOE members should arrive at about 11:30 AM. At the beginning of the school year in September, there were 407 potential graduates. Out of those 407, 356 will graduate on Saturday, 11 of which are from CEC. Mr. Bradley was proud to say that the students from CEC were able to stick to their studies and are graduating with their class. CEC sometimes is a better fit for some students. The afterschool PRIDE program is another option for students. 27 students started in this afterschool program, and 22 of those students will graduate on Saturday. An additional 9 students may graduate in August, and another 16 will possibly graduate in January. Mr. Bradley encourages students to do their best in order to succeed. This helps to prepare them for the "real world" after graduation.

There was a decrease in the number of students from last year by approximately 30 students. The graduation rate is at 88%. The State report will show a lower graduation rate because they calculate the percentage based on the cohort.

Mr. Bradley informed the Board that the prom was a wonderful event. The students were well behaved and "classy". Mr. Laurrie said our greatest strength is diversity and acceptance. Mr. Paretto volunteered at the post prom party and was proud to report that all of the students demonstrated good manners and were respectful.

Mr. Bradley ended his presentation by saying that he has extreme confidence in Mrs. Jones in her new role as Chief Educational Officer at NFHS.

Capital Projects

Ms. Dafchik and Mr. Trott from Clark Patterson Lee attended the meeting to give a brief update of the status of Capital Projects. Also, Mr. Miceli from Buffalo Construction Consultants joined them in the update. Ms. Dafchik explained that NYSED is still reviewing the District's application, and hopes that we will receive their comments any day now. CPL will address any issues with the SED comments and respond back. Regarding Phase 2, they have started working on schematic designs. Starting Monday, June 25, CPL teams will be out in schools doing investigative work. We should have a clearer overall time frame once the SED comments are received. If all goes well, bidding will be out in mid-October. BCC will give estimate for Phase 2 in the fall. In April, District will submit the application to SED for Phase 2. Because we are exceeding our debt limit, Board of Regents approved request to exceed debt limit on June 12. We are in good standing with the Controller, who must review our finances next.

Mr. Laurrie informed the Board Members that during the Summer of 2019, as part of the Capital Projects, his plan is to refurbish the parking lots and sidewalks at NFHS. The traffic circle and bus loop will also be redesigned. All summer programs for students will need to be relocated. Only staff such as secretaries, maintenance, and administrators will have access to the building. While doing outer shell, the inside of the building will be thoroughly cleaned, painted and repaired. Mr. Laurrie would like to keep summer school located within the City of Niagara Falls, so LPS (high school students) and Niagara Street (prep school students) may be used.

Mr. Miceli said that due to size of the NFHS parking lots, work needs to start in mid-April and finish in August. The section indicated in red on the diagram provided will start as early as possible. No building permit from the City of Niagara Falls is necessary, only from NYSED, which we already have.

Mr. Laurrie is going to arrange a meeting with all of the local dance groups who hold their annual recitals and NFHS to let them know about the work to be done.

Mr. Massaro has been instrumental in project labor agreement. Have met all of their requests and needs. Have been fair to labor force of this area. Have a justification report that says we will save \$558,000. Will be a benefit to the community. Waiting for signatures of all labor unions, and then will bring it to the Board.

Review of Agenda

A review of the agenda was held. Mr. Laurrie went through the list of resolutions included in the Board packet for approval. He touched on a few specific items:

- Short term contract change, added additional day and cost on Amplify contract.
- One property damage claim for review
- Will combine NFHS hockey program with Lockport. Everything will be done together, split down the middle.

- NYSIR costs haven't gone up. Saved some money (\$13,000) due to cyber insurance being rolled into general liability. Next year, rates may go up, depending on the stock market. This year's rate was based on the physical inventory that was done over summer, so values District are very current, which will help for next year. Mr. Laurie is pleased with NYSIR service. They have been outstanding.

Superintendent's Report

Today Mr. Laurie visited to Northland Training Center which is a trade school specializing in advanced manufacturing and energy. The school had originally looked at locating within the City of Niagara Falls, but ended up in Buffalo. There will be six graduates from NFHS who will be enrolling there. They provide transportation for the student. Mr. Laurie was very impressed and would like to pursue opening a trade school here in Niagara Falls to expand trades in the city.

Mr. Laurie is meeting with Senator Ortt tomorrow (June 22). During their meeting, Mr. Laurie will ask about the status of the SmartSchools.

According to Mr. Granieri and Mr. Smeal, there has been no change in the status of shared services with the City.

Ms. Cihuk will review the District's proposal regarding the athletic field naming rights. She is currently out of the country, but will be in touch when she returns.

The School Board and City working together would be able to handle assessment challenges. Received a decision that requires back payment of taxes for 4-5 years. Gave to Supt., Recommended that we get involved. Met with Tom O'Donnell from the City. Outlined procedure for those pending and those that will come about as claims filed in July. Filed papers to intervene in long run, including retroactive pay. Asking to become part of that case. Also intervene in other cases that he would deem appropriate. Some cost for appraisals and other fees, but still to our advantage. Mr. Rosetti will take the lead. Chiefly commercial deals. Challenges that are potentially dangerous, no cost but appraisals. IDEA pilots should be looked at closely. Don't want to be taken advantage of, but don't want to give up opportunities. Will review with Board and keep them updated. Mark – in summary lost a bad challenge for about \$60,000, but we agreed that it is good to be at the table. Get notices of Pilots to Board, then can determine if they want attorneys to attend hearing. A resolution will be prepared to approve this new procedure.

Mr. Giarrizzo stated that he is getting some requests from buildings (mostly NFHS), for different types of direct fund raising that would take credit card donations. Mr. Massaro suggested that we investigate before using any of these types of services. Ms. Jacklin and Ms. Scott are exploring different possibilities through banks and vendors. If we decide to use such a vendor, we would like only one vendor to be used district-wide. Mr. Giarrizzo will report on findings at a later date. Some questions from Board Members:

- Mr. Restaino – Are the solicitors giving you different options?
- A: Yes

- Mr. Restaino – Will there be an additional fee charged to each person for using credit card?
- A: No, not for fund raising.
- Mr. Barstys – Would accounts be set up for individual groups?
- A: Would have an umbrella for district, then funds distributed to groups, or can be done individually.
- Mr. Vilardo – Is it easier for auditing purposes?
- A: Yes, would be easier, plus electronic signature. Transactions are recorded.

Ms. Massaro went over the Certificated Personnel Report. Because of the high volume of summer work, there will be some further updates on next report. Regarding appointments of regular substitutes, many have been with district for a long time, some are new. Mr. Laurrie wanted to make a special note that on Page 11, Matthew Laurrie is listed as a regular sub for LaSalle Preparatory School. Matthew Laurrie began subbing in the District in October of 2017. Ms. Massaro noted that she received positive feedback regarding Matthew and he has done a wonderful job. Ms. Massaro said the Matthew Laurrie is a Certified English teacher and deserves this appointment.

Ms. Massaro then moved on to review the Classified Personnel Report. The report lists the abolishments and creations in TAUL, and also retirements. Mr. Barstys inquired to whether a posting had been put out for the openings. Ms. Massaro explained that yes, a posting was done, and will close at the end of July. She further explained that we have gotten a decent amount of applicants. Mr. Barstys suggested that we check with bus aids who work for Niagara Falls Coach Lines to see if they would be interested. Ms. Massaro felt that was an excellent idea and will reach out to Coach Lines.

Mr. Laurrie commended Ms. Massaro and her staff for their hard work over the past couple of weeks. They have done a superb job in creating these reports.

Reorganization Meeting Agenda

No recommended changes to the District appointments under 4-01 through 4-09. The District did add two new banks to the bank depositories: Evans Bank and Wilmington Trust. We have to maximum dollar values on deposits in place. Will hold a voting meeting. Have to list "Not to exceed" clause of \$100M.

Plumbing supplies: Mr. Smeal indicated that we may be pulling because bid was so low. 13 items were not bid on. Issues with copper piping due to pricing fluctuation. If don't exceed threshold of \$20,000, will buy copper piping ourselves. Can be purchased after Board of Education approval.

Mr. Laurrie asked that Ms. Dumas prepare a bound book to go out Thursday, June 28.

Mr. Laurie informed the Board Members that the Audit Committee meeting prior to tonight's Board meeting went well.

If any Board Members have questions about any of the resolutions, please contact either the person responsible for the resolution or Mr. Laurie.

Need to select Board retreat dates soon. Will be discussed at Reorganization meeting.

Meeting adjourned.