

**NIAGARA FALLS CITY SCHOOL DISTRICT**

**Niagara Falls, New York**

**MINUTES**

**DATE:** July 2, 2024

**KIND OF MEETING:** ReOrganization

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Regular Meeting, an Agenda Review Session was held at 5 p.m.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

**CALL TO ORDER:** The meeting was called to order by Mrs. Glaser at 5:00 p.m.

**MEMBERS PRESENT:** Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Bass (Excused)

**OATHS OF OFFICE:** The Clerk administered the Oath of Office to Messrs. Vilardo and McLeod.

**TEMPORARY CHAIR:** District Clerk Glaser announced that nominations for temporary chair were in order.

Mr. Vilardo placed the name of School Attorney Angelo Massaro in nomination as Temporary Chair; seconded by Mr. Capizzi.

The vote on the nomination was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

There were no other nominations. It was the consensus of the Board that Mr. Massaro assume the position as temporary chair.

**METHOD OF ELECTION OF OFFICERS**

Mr. Massaro explained the process for election Board officers.

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

**NOMINATIONS FOR THE PRESIDENT OF THE BOARD OF EDUCATION**

Mr. Massaro announced that nominations for President of the Board were in order.

Mr. Paretto placed the name of Mr. Petrozzi in nomination; Mr. Cancemi seconded.

It was the moved by Mr. Bilson, seconded by Mrs. Dunn, that nominations be closed and that District Clerk Glaser cast one ballot electing Russell Petrozzi Board President for the 2024/2025 academic year. All in favor. There were no objections; ballot cast.

**OATHS OF OFFICE: The Clerk administered the Oath of Office to Mr. Petrozzi.**

**NOMINATIONS FOR THE VICE PRESIDENT OF THE BOARD OF EDUCATION**

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

Mr. Bilson placed the name of Mr. Paretto in nomination; Mrs. Dunn seconded.

There were no other nominations.

It was the moved by Mr. Bilson, seconded by Mr. Cancemi, that nominations be closed and that District Clerk Glaser cast one ballot electing Anthony Paretto Board Vice President for the 2024/2025 academic year. There were no objections; ballot cast.

**OATHS OF OFFICE: The Clerk administered the Oath of Office to Mr. Paretto.**

**APPOINTMENT OF DISTRICT CLERK:**

Mr. Paretto moved for appointment of Judith M. Glaser as District Clerk; Mr. Vilardo 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, Judith Glaser has provided satisfactory performance in said position; therefore, be it

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

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Bilson moved for appointments listed below; Mr. Paretto seconded the motion.

**APPOINTMENTS OF INTERNAL CLAIMS AUDITOR, THIRD PARTY ADMINISTRATOR FOR THE DISTRICT' S UNEMPLOYMENT INSURANCE PROGRAM, EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN, PUBLIC RECORDS ACCESS OFFICER, RECORDS MANAGEMENT OFFICER, SCHOOL DISTRICT TREASURER, TAX COLLECTOR, MEDICAID COMPLIANCE OFFICER, DIRECTOR OF SCHOOL HEALTH SERVICES, DATA PRIVACY INFORMATION OFFICER, CHIEF EMERGENCY OFFICER, CHIEF CHEMICAL OFFICER.**

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Internal Claims Auditor

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, 2024, through June 30, 2025 at a rate of \$40.00 per hour not to exceed \$35,100 and subject to further terms and conditions of Contract concluded with District.

#### 4.03 Third Party Administrator for the District's Unemployment Insurance Program

Recommendation:

A motion is recommended for the approval of the following resolution: Third Party Administrator for the District's Unemployment Insurance Program

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, 2024, through June 30, 2025.

#### 4.04 Employees Having Access to Records of Handicapped Children

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Employees Having Access to Records of Handicapped Children

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

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

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

RESOLVED, That Cheryl Meteer, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2024, through June 30, 2025; and

RESOLVED, That instructional employees of the City School District of the City of Niagara Falls 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.

#### 4.05 Public Records Access Officer

Recommendation:

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, 2024, through June 30, 2025, with no additional compensation.

#### 4.06 Records Management Officer

A motion is recommended for the approval of the following resolution: Appointment of Records Management Officer

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, Judith Glaser, the District Clerk, has been performing the duties of the Records Management Officer; therefore be it

RESOLVED, That the District Clerk, Judith Glaser, be appointed Records Management Officer for the period July 1, 2024, through June 30, 2024, without additional compensation.

#### 4.07 School District Treasurer

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of School District Treasurer

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 Julie M. Jacklin be appointed School District Treasurer for the period July 1, 2024, through June 30, 2025.

#### 4.08 Tax Collector

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Tax Collector

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, Rebecca A. Holody, be appointed as School District Tax Collector with no additional compensation for the period July 1, 2024, through June 30, 2025.

#### 4.09 Medicaid Compliance Officer

##### Recommendation:

A motion is recommended for the approval of the following resolution: Medicaid Compliance Officer

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 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, 2024, through June 30, 2025.

#### 4.10 Director of School Health Services

##### RECOMMENDATION:

#### 4.10 Director of School Health Services

##### RECOMMENDATION

A motion is recommended for the approval of the following resolution:

Approval of Appointment of Dr. Philip Saugaveau as Director of School Health Services – 07/01/24– 06/30/25

WHEREAS, Dr. Saugaveau was appointed Director of School Health Services on March 1, 2024; and

WHEREAS, Dr. Saugaveau's current responsibilities include daily administration of the Health Services Department together with oversight and supervision of all of the District's Registered Nurses, Licensed Practical Nurses and Health Care Associates; Therefore be it

RESOLVED, That pursuant to New York State Education Law, Article 19 Section 902 (2) (a), Dr. Philip Saugaveau be and hereby is appointed as the Director of School Health Services. 4.11 Data Privacy Information Officer.

##### RECOMMENDATION

A motion is recommended for the approval of the following resolution: Approval of the appointment of the Administrator for Information Services as the District's Data Privacy Information Officer.

WHEREAS, NYS Education Law § 2-d and Commissioner's Regulation require that school districts in the State of New York take action steps to ensure computer data security and privacy; and

WHEREAS, School districts are required to designate one or more employees to serve as the educational agency's data protection officer(s) to be responsible for the implementation of the policies and procedures required in Education Law § 2-d and to serve as the point of contact for data security and privacy for the educational agency; and

Therefore be it

RESOLVED, That Raymond Granieri, Administrator for Information Services, be appointed the District's Data Privacy Information Officer.

#### 4.12 Chief Emergency Officer

##### RECOMMENDATION

A motion is recommended for the approval of the following resolution: Approval of the City School District of the City of Niagara Falls appointment of the Superintendent of Schools as the District's Chief Emergency Officer.

WHEREAS, Components of the SAVE Law, Section 2801-1 of the Education Law of the State of New York, requires that the District appoint a Chief Emergency Officer to be responsible for certain duties including but not limited to: coordinating communication, annual review of plans, ensuring staff understanding of plans through appropriate trainings, and ensuring the conduct of drills; and WHEREAS, In compliance with the laws and regulations, the Board of Education has reviewed and adopted the Districtwide Safety Plan and the Building Level School Safety Plans; and WHEREAS, The Board will now act to officially appoint the Superintendent of Schools as the Chief Emergency Officer; and now, therefore be it  
RESOLVED, That Mark Laurrie, Superintendent of Schools, be appointed the District's Chief Emergency Officer;

#### 4.13 Appointment of Chemical Hygiene Officer

##### RECOMMENDATION

A motion is recommended for the approval of the following resolution: Approval of the City School District of the City of Niagara Falls appointment of Val Rotella as Niagara Falls High School's Chemical Hygiene Officer.

WHEREAS, The State of New York requires that each high school is mandated to have an on-site Chemical Hygiene Officer to assist with responsible chemical management in the building; and

WHEREAS, New York State Education Law, 305(19) Chapter 627 requires responsible chemical management and safety practices; and

WHEREAS, the law also requires that the District appoint a Chemical Hygiene Officer to be responsible for certain duties including but not limited to: responding to fire, a chemical spill or an accident in school laboratories, and providing annual safety training for science teachers; and

WHEREAS, The Board will now act to officially appoint Val Rotella as the Chief Chemical Hygiene Officer; and now, therefore be it

RESOLVED, That Val Rotella be appointed Niagara Falls High School's Chemical Hygiene Officer;

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

##### DESIGNATIONS

Mr. Vilardo moved for designations listed below; Mr. Cancemi seconded the motion.  
**OFFICIAL BANK DEPOSITORIES, TRANSFER AGENT FOR DEBT SERVICE, MUNICIPAL BOND CONSULTANT, BONDING ATTORNEYS, OFFICIAL NEWSPAPER, REGULAR MONTHLY MEETINGS, BOARD REPRESENTATIVE - SELECTION OF IMPARTIAL HEARING OFFICERS**

#### 5.01 Official Bank Depositories

##### Recommendation:

A motion is recommended for the approval of the following resolution:  
Appointment of Official Bank Depositories

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

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, Wilmington Trust, Bank on Buffalo, a division of CNB Bank, and J.P. Morgan Chase Manhattan Bank, N.A., as Official Bank Depositories for all school funds for the period July 1, 2024, through June 30, 2025; and be it further

RESOLVED, That the maximum amount which may be deposited in any Official Bank Depository shall not exceed \$100 million dollars; and be it further

RESOLVED That Julie Jacklin, School District Treasurer and Rebecca Holody, 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.

#### 5.02 Transfer Agent for Debt Service Recommendation:

A motion is recommended for the approval of the following resolution:  
Appointment of Transfer Agents for Debt Service

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, Manufacturers and Traders Trust Company, Wilmington Trust, Dormitory Authority of State of New York, Bank of New York Mellon, and Depository Trust Company 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, Wilmington Trust, Dormitory Authority of State of New York, Bank of New York Mellon, and Depository Trust Company of New York, New York as Transfer Agents for Debt Service for the period July 1, 2024, through June 30, 2024.

#### 5.03 Municipal Bond Consultant

##### Recommendation:

A motion is recommended for the approval of the following resolution:  
Appointment of Municipal Bond Consultant

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 with 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, 2024, through June 30, 2024, 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.

#### 5.04 Bonding Attorneys

##### Recommendation:

A motion is recommended for the approval of the following resolution:  
Appointment of Bonding Attorneys

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, 2024, through June 30, 2024.

#### 5.05 Official Newspaper

##### Recommendation:

A motion is recommended for the approval of the following resolution:  
Appointment of Official Newspaper

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, 2024, through June 30, 2025; and

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

#### 5.06 Regular Monthly Meetings

##### Recommendation:

A motion is recommended for the approval of the following resolution:  
Regular Monthly Meetings

A motion is recommended for the approval of the following resolution:  
Regular Monthly Meetings

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 2024-2025 school year at 7:00 p.m. on the fourth Thursday of each month; and

RESOLVED, That the only exceptions to the stated schedule are July 2, 2024, August 29, 2024, October 17, 2024, November 21, 2024, December 19, 2024, April 10, 2025, May 15, 2025, and June 19, 2025 (full schedule to be posted on District website at [www.nfschools.net](http://www.nfschools.net))

#### Board Representative – Selection of Impartial Hearing Officers

A motion is recommended for the approval of the following resolution: Board Representative – Selection of Impartial Hearing Officers

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

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 was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Paretto moved for Designations listed below; Mr. Bilson seconded the motion.

#### **PURCHASING AGENT, CERTIFICATION OF PAYROLLS**

##### 6.01 Purchasing Agent

#### Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Purchasing Agent

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 Ann Schiro to perform the duties of Purchasing Agent for the period July 1, 2024, through June 30, 2025, with no additional compensation provided.

## 6.02 Certification of Payrolls

A motion is recommended for the approval of the following resolution:  
Certification of Payrolls

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

RESOLVED, That this Board of Education authorize the Administrator for Human Resources and the Administrator for School Business Services to certify payrolls for the period July 1, 2024, through June 30, 2025, with no additional compensation provided.

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Cancemi moved for adoption of the purchasing policy, listed below; Mr. Vilardo seconded the motion.

## 7. Purchasing Procedures Policy

Recommendation

A motion is recommended for the approval of the following resolution:  
Purchasing Procedures Policy for 2024-2025

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 City School District of the City of Niagara Falls, as approved on June 24, 2010, and described as Policy 2010-5410.

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

## **ADJOURNMENT**

**The meeting was adjourned at 5:17 p.m. on a motion by Mr. Bilson seconded by Mr. Vilardo. All in favor.**

**DATE:** July 2, 2024

**KIND OF MEETING:** Regular

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:17 p.m. Mrs. Dunn offered a prayer.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo. \* Participated remotely.,.

**MEMBERS ABSENT:**

### **2.01 Pledge of Allegiance**

### **2.02 Prayer**

### **3. Letters and Communications**

3.01 Oral Communications – Public Comment on agenda-related items - None

3.02 Written Communications – None.

### **4. Recommended Actions - Routine Items**

Mr. Cancemi moved for approval of the minutes of the following meetings. Mr. Bilson seconded the motion.

Regular Meeting of June 20, 2024

#### **The vote on the motion was as follows:**

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

#### **Carried**

Mr. Cancemi for approval of the Budget Transfer #12 . Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.  
Carried.  
**Carried**

## **BIDS**

None

## **TREASURER'S REPORT – None.**

## **BUDGET STATUS REPORT**

The Budget Status Report as of July 2024, was received and filed.

### **Personnel Report Certificated**

Mr. Vilardo moved for approval of the certificated report. Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto,  
Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

### **Personnel Report - Classified**

Mr. Paretto moved for to add the addendum to the classified report. Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto,  
Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Bilson moved for approval of the personnel report addendum. Mr. Vilardo seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto,  
Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

### **Committee on Special Education Report**

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto,  
Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

### **Committee on Pre-School Special Education Report**

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

#### **4.10 Short-Term Contract(s)**

Mr. Vilardo moved for approval of the following short term contracts, as amended. Mr. Paretto seconded the motion.

1. Surdej Web Solutions Newsletter Calendar \$6,337.5 A1480 400-007 2024-2025
2. Curriculum Associates, LLC i-ready Professional development \$13,200.00 F2110-404-098-4324  
August 5,9,20,29, 2024
3. Elizabeth Bell TRC Course Managing ADHD \$975.00 F2070-404-045-8125 July 8 – August 9, 2024 15 hours
4. Anne Kent-Kwasniewski TRC Course Reading Strategies \$1,800.00  
F2070-404-045-8125 July 8 – August 9, 2024 80 hours
5. HMH Houghton Mifflin Harcourt Into to Mathematics Professional Development \$4,200.00 F2110-404-098-5022 August 29, 2024
6. Tim Miller Adult, Child, Infant Basic First Aid \$1,148.00 F2330-404-098-TTA25  
F2330-404-096-TTA25 August 23, 2024
7. Crystal Munro Medical Administration Training \$2,000.00 F2330-404-098-TTA25  
F2330-404-096-TTA25 August 26, 2024
8. Teaching Strategies Professional Development Creative Curriculum \$11,385.00  
F2330-404-098-TTA25 F2330-404-096-TTA25 August 20-21, 2024
9. Child Care Resource Network Professional Development Positive Learning Environments/yoga for young  
children \$600.00 (\$300, per course)  
F2330-404-098-TTA25 F2330-404-096-TTA25 August 30, 2024
10. Child Care Resource Network Professional Development Combatting Bias in Practice Health & Safety 101  
\$1250.00 (\$750.00/\$500.00) F2330-404-098-TTA25 F2330-404-096-TTA25 August 22, 2024
11. A Grey Area Company NFHS Film Festival \$12,000 A1480 400-007 2024-2025
12. Ninja Stylz Kindergarten Jamboree Hair styling/cut \$325.00  
F2510-404-098-3125 August 8, 2024
13. Willie Moore Kindergarten Jamboree Music \$325.00 F2510-404-098-3125 August 8, 2024
14. Crystal Poyfair Kindergarten Jamboree Pre-Historic World \$400.00 F2510-404-098-3125 August 8, 2024
15. Rachel's Mobile Salon Kindergarten Jamboree Hair styling/cut \$325.00 F2510-404-098-3125 August 8, 2024
16. Studio 15 Kindergarten Jamboree Hair styling/cut \$650.00 F2510-404-098-3125 August 8, 2024
17. Explore and More Kindergarten Jamboree Butterfly Craft \$600.00 F2510-404-098-3125 August 8, 2024
18. James Donoughe Kindergarten Jamboree Clown \$600.00 F2510-404-098-3125 August 8, 2024
19. Ashley Recchione Kindergarten Jamboree Hair Styling/cut \$325.00 F2510-404-098-3125 August 8, 2024

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

#### **June 2024 Head Start Report and Budget – None**

#### **New Business**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.

**Approval of Members of the City School District of the City of Niagara Falls, New York's Audit Committee 2024-2025**

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

WHEREAS, In order to achieve its goal to insure public confidence in the operation of the School District and expenditures of tax dollars, in February 2005, the Board of Education created an Audit Committee as a standing committee, comprised of all members of the Board of Education sitting as a Committee of the Whole; and

WHEREAS, The Audit Committee was charged with the responsibility of overseeing District finances by developing requests for proposals for external audit functions, evaluation of responses to requests, making recommendations to the Board; and

WHEREAS, In 2009 the Board reconstituted the Audit Committee to consist of nine members, five of whom would be Board of Education Members and four of whom would be community members, with all appointed by the Board of Education to serve for a period of one (1) year or until their replacement whichever shall later occur; and

WHEREAS, the members of the Audit Committee will be appointed at the will of the Board as per the aforementioned motion; and

WHEREAS, The Board now wishes to appoint Members to the Audit Committee to serve July 1, 2024 until June 30, 2025 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

|                  |                 |                  |              |     |
|------------------|-----------------|------------------|--------------|-----|
| Clara Dunn       | Vincent Cancemi | Heather Johnson  | Jerry Petito | TBD |
| Joseph Giarrizzo | Robert Bilson   | Nicholas Vilardo | TBD          |     |

as Members of the Audit Committee to serve for a term commencing July 1, 2024 and ending June 30, 2025 or until their replacement, whichever shall later occur.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Nays:** None.

**Carried.**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.

**Approval of School Lunch Budget 2024-2025**

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 2024-2025 School Lunch and Breakfast Budget has been developed according to the revenue and expenditure accounts specifically established for a School Lunch and Breakfast Fund in the amount of \$6,685,303; therefore be it

RESOLVED, That the Board of Education approves the school year 2024-2025 School Lunch Budget in the amount of \$6,685,303.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

**Nays:** None.

**Carried.**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.

**Approval of Calendar of Board Activities for the Preparation of the General Fund Budget—2024-2024**

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**

**2025 - 2026 Key Budget Dates**

- Board Review of Budget – January – April
- Submit Tax Levy Limit Calculation – March 1, 2025
- Superintendent's Budget Recommendation to Board – April 10, 2025
- Board to Adopt Budget and Contingent Budget – April 10, 2025
- Present Property Tax Report Card – April 10, 2025
- Submit Property Tax Report Card to SED – April 11, 2025
- Budget Available – May 1, 2025
- Public Hearing – May 8, 2025
- Mail Budget Notice – May 9, 2025
- Budget Vote – May 20, 2025
- Finalize Revenue Estimates – June 19, 2025
- Set Tax Levy and Tax Rate – July 1, 2025

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

**Nays:** None.

**Carried.**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.

**Approval of Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant—2024-2025**

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2024/24 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 30, 2024 and official adoption of budget on May 17, 2024 following voter approval on May 16, 2024, 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 \$19.51571382; 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 \$19.51571382; 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, 2024, be and ending June 30, 2024, 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:

| Ward | City Assessment Roll | Full Value Tax Rate | Real Property Tax Levy |
|------|----------------------|---------------------|------------------------|
|------|----------------------|---------------------|------------------------|

|      |                  |                |               |
|------|------------------|----------------|---------------|
| 1-15 | \$ 1,324,646,437 | \$ 19.49877966 | \$ 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, 2024, and ending June 30, 2024, 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.

## WARRANT

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

To Mrs. Rebecca Holody, 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, 2024, and continue to collect through January 2024, 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.

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 WHEREOF, 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 2024, 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

### **Carried**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.

### **Approval of Agreement with the City of Niagara Falls to Provide All Services for the Billing and Collection of Property Taxes for Real Property Taxes Levied by the City School District of the City of Niagara Falls —2024-2025**

WHEREAS, The District levies an amount of 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 2024-2025 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2023-2024) of \$79,471.65 increased by the Regional Northeast CPI for calendar year 2024, 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 2024-2025; 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.

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 2024-2025 the City of Niagara Falls the amount of \$79,471.65 plus the CPI increase for calendar year 2024 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 1, 2024 and end on June 30, 2025. 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 2024 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 \$79,471.65 plus the CPI for calendar year 2024 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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Nays:** None.

**Carried.**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted.  
**Approval of Fee Schedule for the Community Use of School Facilities – 2024-2024**

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 2024-2025 school year; therefore, be it

RESOLVED, That the Board of Education hereby adopts and approves the attached Community use of Schools Fee for the 2024-2025 fiscal year.

## COMMUNITY USE OF SCHOOL FACILITIES

July 1, 2024 – June 30, 2025 – For Newly Scheduled Facilities Use

|                                                     |                 |                          | Overtime Rates<br>Monday/Saturday | Overtime<br>Rates<br>Sunday |
|-----------------------------------------------------|-----------------|--------------------------|-----------------------------------|-----------------------------|
|                                                     |                 |                          | 1.5                               | 2                           |
|                                                     |                 |                          |                                   |                             |
| <b>School</b>                                       | <b>Employee</b> | <b>Monday/Friday</b>     |                                   |                             |
| <b>School Hours</b>                                 |                 |                          |                                   |                             |
| 7:00 a.m. to 10:00 p.m.(NFHS,<br>GPS, LPS) Weekdays |                 |                          |                                   |                             |
| NFHS                                                | Custodian       | O.T. after 2:30<br>p.m.  | 60                                | 80                          |
| NFHS                                                | Porter          | O.T. after 10:00<br>p.m. | 50                                | 67                          |
| NFHS (Saturday Only)                                | Porter          | O.T. after 3:00<br>p.m.  | 56                                |                             |
| NFHS                                                | Cleaner         | O.T. after 11:00<br>p.m. | 41                                | 55                          |
| LPS, GPS                                            | Custodian       | O.T. after 3:00<br>p.m.  | 60                                | 80                          |
| LPS, GPS                                            | Porter          | O.T. after 10:00<br>p.m. | 50                                | 67                          |
| LPS, GPS                                            | Cleaner         | O.T. after 10:00<br>p.m. | 41                                | 55                          |
| <b>School Hours</b>                                 |                 |                          |                                   |                             |
| 7:00 a.m. to 10:00 p.m.                             |                 |                          |                                   |                             |
| H. F. Abate Cataract C.E.C.                         | Custodian       | O.T. after 3:00<br>p.m.  | 60                                | 80                          |
| Hyde Park Kalfas Mann Maple<br>Niagara St.          | Porter          | O.T. after 10:00<br>p.m. | 50                                | 67                          |
| 79th St.                                            | Cleaner         | O.T. after 10:00<br>p.m. | 41                                | 55                          |
| Audio Visual as Required                            |                 |                          | 73                                | 99                          |
| Facility Attendant as Required                      |                 |                          | 41                                | 54                          |
| Safety Officer                                      |                 |                          | 37                                | 48                          |

|               |                 |                      | Overtime Rates<br>Monday/Saturday | O |
|---------------|-----------------|----------------------|-----------------------------------|---|
|               |                 |                      | 1.5                               | 2 |
|               |                 |                      |                                   |   |
| <b>School</b> | <b>Employee</b> | <b>Monday/Friday</b> |                                   |   |

## CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS

**July 1, 2024 - June 30, 2025**

|                                             |  |  |                                                                                 |  |                          |  |  |  |
|---------------------------------------------|--|--|---------------------------------------------------------------------------------|--|--------------------------|--|--|--|
| <b>1.) Facility Use - Base Fee Per Day:</b> |  |  | <b>Resident Rate</b>                                                            |  | <b>Non-Resident Rate</b> |  |  |  |
| Performing Arts Center( PAC)                |  |  | \$300.00                                                                        |  | \$350.00                 |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |
| Pool (High School)                          |  |  | \$90.00                                                                         |  | \$180.00                 |  |  |  |
| Pool (All other schools)                    |  |  | \$30.00                                                                         |  | \$60.00                  |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |
| Field House/Concession Stand                |  |  |                                                                                 |  |                          |  |  |  |
| Facility Fee                                |  |  | \$300.00                                                                        |  | \$350.00                 |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |
| NFHS Stadium,                               |  |  |                                                                                 |  |                          |  |  |  |
| Baseball Fields                             |  |  |                                                                                 |  |                          |  |  |  |
| Facility Fee                                |  |  | \$60.00                                                                         |  | \$120.00                 |  |  |  |
| Add: Field Prep (if chosen)                 |  |  | \$90.00                                                                         |  | \$180.00                 |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |
| Nicoletti Field (football)                  |  |  |                                                                                 |  |                          |  |  |  |
| Facility Fee                                |  |  | \$120.00                                                                        |  | \$240.00                 |  |  |  |
| Add: Field Prep (if chosen)                 |  |  | \$90.00                                                                         |  | \$180.00                 |  |  |  |
| Add: Field Lights (if chosen)               |  |  | Rate determined by # of events per billing cycle. Check with district personnel |  |                          |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |
|                                             |  |  |                                                                                 |  |                          |  |  |  |

|                                                                                                                                                       |                           |             |  |  |                                              |  |            |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|--|--|----------------------------------------------|--|------------|--|--|
| Nicoletti Field (softball diamonds)                                                                                                                   |                           |             |  |  |                                              |  |            |  |  |
| Facility Fee                                                                                                                                          |                           |             |  |  | \$60.00                                      |  | \$120.00   |  |  |
| Add: Field Prep (if chosen)                                                                                                                           |                           |             |  |  | \$90.00                                      |  | \$180.00   |  |  |
| Add: Field Lights (if chosen)                                                                                                                         |                           |             |  |  | Rate determined by # of events per           |  |            |  |  |
| 8                                                                                                                                                     |                           |             |  |  | billing cycle. Check with district personnel |  |            |  |  |
|                                                                                                                                                       |                           |             |  |  |                                              |  |            |  |  |
| All other sports fields                                                                                                                               |                           |             |  |  |                                              |  |            |  |  |
| Field Prep                                                                                                                                            |                           |             |  |  | \$90.00                                      |  | \$180.00   |  |  |
|                                                                                                                                                       |                           |             |  |  |                                              |  |            |  |  |
| <b>2.) ADD to Facility Use Base Fee</b>                                                                                                               |                           |             |  |  |                                              |  |            |  |  |
|                                                                                                                                                       | Fee for Number Attending: |             |  |  |                                              |  |            |  |  |
|                                                                                                                                                       |                           | 1 - 150     |  |  | \$120.00                                     |  | \$240.00   |  |  |
|                                                                                                                                                       |                           | 151 - 250   |  |  | \$210.00                                     |  | \$420.00   |  |  |
|                                                                                                                                                       |                           | 251 - 375   |  |  | \$270.00                                     |  | \$540.00   |  |  |
|                                                                                                                                                       |                           | 376 - 500   |  |  | \$300.00                                     |  | \$600.00   |  |  |
|                                                                                                                                                       |                           | 501 - 1,000 |  |  | \$360.00                                     |  | \$720.00   |  |  |
|                                                                                                                                                       |                           | 1,000 +     |  |  | \$600.00                                     |  | \$1,200.00 |  |  |
|                                                                                                                                                       |                           |             |  |  |                                              |  |            |  |  |
| <b>3.) ADD Labor Fees for All Personnel Overtime Needed per attached Schedule #2 (this includes Custodians, Security Officers, HVAC checks Etc.)</b>  |                           |             |  |  |                                              |  |            |  |  |
|                                                                                                                                                       |                           |             |  |  |                                              |  |            |  |  |
| EXAMPLES: Use of PAC for Dance Recital - one (1) day rehearsal + weekend (Saturday + Sunday) for Recital (325 attending Saturday and 503 on Sunday) = |                           |             |  |  |                                              |  |            |  |  |

|                                                                                                                                              |                                           |  |  |  |                   |                                             |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--|--|--|-------------------|---------------------------------------------|--|--|--|--|
|                                                                                                                                              | Rehearsal                                 |  |  |  | \$300.00          |                                             |  |  |  |  |
|                                                                                                                                              | Saturday Recital                          |  |  |  | \$570.00          | \$300 base fee + (\$270 for 325 attendance) |  |  |  |  |
|                                                                                                                                              | Sunday Recital                            |  |  |  | \$660.00          | \$300 base fee + (\$360 for 503 attendance) |  |  |  |  |
|                                                                                                                                              | <b>Total Use Fees- Before Labor Costs</b> |  |  |  | <b>\$1,530.00</b> |                                             |  |  |  |  |
|                                                                                                                                              | Add: Labor Costs for personnel used       |  |  |  | -                 |                                             |  |  |  |  |
|                                                                                                                                              | <b>TOTAL Costs for Your Event</b>         |  |  |  | <b>\$\$\$</b>     |                                             |  |  |  |  |
|                                                                                                                                              |                                           |  |  |  |                   |                                             |  |  |  |  |
| <b>Appeals Process: Any group or individual, who wishes to appeal the Base Fees, Labor Charges, or other charges, must submit in writing</b> |                                           |  |  |  |                   |                                             |  |  |  |  |
| <b>a request, with rationale, at least thirty (30) calendar days prior to the activity or event to the Superintendent of Schools.</b>        |                                           |  |  |  |                   |                                             |  |  |  |  |

### Facility Request Fee Schedule – Monthly Use

| Facility Type                               | Frequency of Use    | Cost per Month (resident) | Cost per Month (non-resident) |
|---------------------------------------------|---------------------|---------------------------|-------------------------------|
| Gym (Elementary/Prep/CEC)                   | One day per week    | 150                       | 175                           |
|                                             | Two days per week   | 200                       | 225                           |
|                                             | Three days per week | 250                       | 275                           |
|                                             | Four days per week  | 300                       | 325                           |
|                                             | Five days per week  | 350                       | 375                           |
| Gym (NFHS)                                  | One day per week    | 200                       | 225                           |
|                                             | Two days per week   | 250                       | 275                           |
|                                             | Three days per week | 300                       | 325                           |
|                                             | Four days per week  | 350                       | 375                           |
|                                             | Five days per week  | 400                       | 425                           |
| Classroom/Cafeteria/Library (all buildings) | One day per week    | 100                       | 125                           |
|                                             | Two days per week   | 150                       | 175                           |
|                                             | Three days per week | 200                       | 225                           |
|                                             | Four days per week  | 250                       | 275                           |
|                                             | Five days per week  | 300                       | 325                           |
| Pool (Elementary/Prep/CEC)                  | One day per week    | 150                       | 200                           |
|                                             | Two days per week   | 200                       | 250                           |
|                                             | Three days per week | 250                       | 300                           |

|             |                     |     |     |
|-------------|---------------------|-----|-----|
|             | Four days per week  | 300 | 350 |
|             | Five days per week  | 350 | 400 |
|             |                     |     |     |
| Pool (NFHS) | One day per week    | 200 | 250 |
|             | Two days per week   | 250 | 300 |
|             | Three days per week | 300 | 350 |
|             | Four days per week  | 350 | 400 |
|             | Five days per week  | 400 | 450 |

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Nays:** None.

**Carried.**

On a motion by Mr. Paretto, seconded by Vincent Bass, the following resolution was adopted  
**APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND EI US, LLC d/b/a LEARNWELL, FOR PERIOD COVERING JULY 1, 2024 THROUGH JUNE 30, 2025**

WHEREAS, The District is obligated to provide appropriate education services to students who are not in school due to hospitalization; and

WHEREAS, The services shall be provided at the standard rate of \$72.75 per hour to a maximum of fifteen (15) hours per week per student; and

WHEREAS, The services will be furnished pursuant an Agreement effective July 1, 2024 and continue through June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the attached Agreement with EI US, LLC d/b/a LearnWell, to provide academic tutoring services in a hospital or behavioral health center, for District students in need of such services, which Agreement provides, among other things, for payment of the standard rate of \$72.75 per hour of instruction to a maximum of fifteen (15) hours per week per student, for a period effective July 1, 2024 and ending June 30, 2025; 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

AGREEMENT made effective as of the 1st day of July, 2024 by and between Niagara Falls City School District (the "District"), having its administrative offices at 630 66th Street, Niagara Falls, NY 14304 and EI US, LLC dba LearnWell (the "Company"), formerly Education, Inc., having its office at 2 Main Street, Suite 2A, Plymouth, MA 02360.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Company hereby agree as follows:

1. Retention: The District hereby agree to retain the Company and the Company agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agree to retain the Company and the Company agrees to provide the District with Academic Tutoring Services during the 2024-2025 school year at facilities where LearnWell is the education provider.

Virtual 1:1 tutoring services fall under a separate contract that can be provided upon request.

2. Term: This Agreement will be for services provided July 1, 2024 – June 30, 2025 inclusive, unless terminated early as provided in this Agreement. It is understood that the District are under no obligation to renew this Agreement upon its expiration.

3. Compensation: See Exhibit A attached:

4. Independent Contractor: The Company is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Company shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal government and to Company if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. Neither the Company nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New York Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance, or the like. With regard to employees of the Company the Company alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

5. Indemnification: The Company hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Company, its agents, or employees, or with respect to the Company's breach of its obligations. The Company shall defend (with counsel selected by the District and reasonably approved by the Company), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.

6. Expenses: The Company will pay all expenses incurred by it in connection with the performance of his duties hereunder, including but not limited to automobile and/or travel expenses.

7. Required Records: The Company shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York Education Department, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs, etc., will be the property of the Company and will be considered mandated records. Company shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Company under this Agreement.

8. Confidentiality: The Company shall maintain the confidentiality of student records in accordance with

HIPAA or any other applicable federal laws and regulations.

9. Review of Company Records: In compliance with HIPAA, the District shall have the right to examine any or all records or accounts maintained by the Company in connection with this Agreement.

10. Insurance: The Company shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Company shall notify the District in writing ten (10) days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.



11. Employer's Authority: The Company represents and warrants that it will observe and comply with the policies, rules and regulations of the Company (and shall cause its employees to do the same), including, but not limited to, the Company Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised from the District.

12. Termination: This Agreement shall be terminated upon the occurrence of any of the following events: (a) Immediately upon the breach by the Company of any of the policies, rules and regulations of the

District relating to the health or safety of students or District employees.

(b) Automatically upon the filing of a Petition in Bankruptcy by the Company

(c) Upon thirty days (30) notice by either the District or the Company to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.

Upon termination of this Agreement, the Company shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.

13. Notices: Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

To the Company:

LearnWell

2 Main Street, Suite 2A Plymouth, MA 02360

To the District:

Niagara Falls City School District

630 66th Street

Niagara Falls, NY 14304

14. Entire Agreement: This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.

15. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any

other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

16. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

17. Negotiated Agreement: This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

By:  
Authorized Representative  
Niagara Falls City School District

By:  
Authorized Representative  
EI US, LLC

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Nays:** None.

**Carried.**

On a motion by Mr. Vilardo, seconded by Mr. Bilson, the following resolution was adopted. Mr. Cancemi congratulated Mrs. Glaser on her excellent work during the recent election, and further commented that she does her work with a minimum of assistance from others, in contrast to past practice.

**APPOINTMENT OF JUDITH M. GLASER AS DISTRICT CLERK FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND APPROVAL OF CONTRACT CONTAINING THE TERMS, CONDITIONS, AND BENEFITS OF HER EMPLOYMENT AS SCHOOL DISTRICT CLERK**

**Approval Appointment of Judith M. Glaser as District Clerk for the City School District of The City of Niagara Falls, and approval of Contract containing the terms, conditions and benefits of her employment as School District Clerk –July 2, 2024 and continuing until her re-appointment at the following re-organization meeting;**

WHEREAS, New York State Education Law §2130 and §2503 (15) require the Board of Education to annually appoint a Clerk of the School District who will also serve as the Clerk of the Board; and WHEREAS, at its Regular Meeting of July 6, 2023, the Board of Education appointed Judith M. Glaser to the position of School District Clerk for the City School District of the City of Niagara Falls for period commencing July 6, 2023 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws and regulations applicable to such appointment; and

WHEREAS, the Board of Education now wishes to appoint Judith Glaser the School District Clerk of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, the Board also wishes to provide Mrs. Glaser a Contract containing the terms, condition and benefits of her employment as School District Clerk; and

WHEREAS, The Administration has prepared a proposed Contract containing the terms, conditions and benefits of Mrs. Glaser's employment as School District Clerk, to become effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting, a copy of which is attached; and

WHEREAS The Board should act on this action item at this time so as to allow for the orderly continuation of the School District Clerk; therefore be it therefore be it

RESOLVED, That the Board hereby appoints Judith M. Glaser School District Clerk for the City School District of the City of Niagara Falls, upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws and regulations applicable to such appointment; and further

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School district of the City of Niagara Falls, and Judith M. Glaser, containing the terms, conditions and benefits of her employment as School District Clerk, effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-

organization meeting, in accordance with all laws and regulations pertaining to such appointment; 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 and he is authorized to execute said Contract; and

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

## CONTRACT

THIS CONTRACT made this 2nd day of July 2024 by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, (herein referred to as the "Board"), and JUDITH M. GLASER party of the second part (herein called the "School District Clerk" or "District Clerk".)

WITNESSETH:

WHEREAS, the Board of Education did on the 6th day of July 2023 appoint Judith Glaser the School District Clerk of the City School District of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, Judith Glaser accepted the appointment and offer of employment as School District Clerk for the City School District of the City of Niagara Falls for the period July 2, 2024 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws regulations and policies and the terms and conditions of this Contract; and

WHEREAS, the Board of Education now wishes to appoint Judith Glaser the School District Clerk of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, the Board and School District Clerk have mutually agreed upon the terms and conditions relative to the School District Clerk's employment by the District;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties DO HEREBY MUTUALLY AGREE as follows:

1. The Board continues the appointment of Judith M. Glaser, School District Clerk of the City School District of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 2, 2024 and continuing until her re-appointment at the following re-organization meeting or until such earlier termination by reason of (i) her resignation with sixty (60) days written notice given to the Board; (ii) her retirement; (iii) her death; (iv) recommendation of the Superintendent to terminate upon sixty (60) days written notice and approval of the Board; or (v) at will of the Board for any reason, upon giving sixty (60) days written notice, and the School District Clerk does hereby accept such appointment, pursuant and subject to all provisions of law pertaining to such employment, including but not limited to provisions of the Education Law of the State of New York, and the terms and conditions of this Contract.

2. The School District Clerk does hereby covenant and agrees that she shall faithfully execute and discharge the powers and duties of the said office of School District Clerk of the School District of the City of Niagara Falls, and to also serve as Clerk to the Board as prescribed by law, including but not limited to those powers and duties as contained in Schedule "A" attached hereto and made a part hereof, and that she shall well and faithfully perform and discharge all duties and responsibilities duly and lawfully imposed upon and entrusted to her in that position and capacity by direction of the Superintendent and the Board of Education as provided by law, and shall devote her full time and efforts thereto in accordance with the provisions of this Contract.

3. The Board does hereby covenant and agree that during the period of her employment, the School District Clerk of the City School District of the City of Niagara Falls, will have and be entitled to all of the rights, privileges, prerogatives, powers and incidents pertaining to the said position of School District Clerk of the City School District of the City of Niagara Falls, as prescribed by the laws and regulations of the State of New York as the same now provide or shall hereafter be amended to provide; provided, however, that it is expressly understood and agreed that the School District Clerk shall be appointed annually in accordance with the law and that the Board may at any time act on its own accord or on the recommendation of the Superintendent to terminate her employment upon sixty (60) days written notice to the School District Clerk in accordance with all provisions of laws and terminate this Contract in all respects.

4. The School District Clerk covenants and agrees that she shall comply with all laws, regulations, and policies of the United States, State of New York and the Board including but not limited to compliance with the Residency Policy of the Board, requiring her domicile to be in the City of Niagara Falls, New York. The School District Clerk agrees that her failure to comply with all such laws regulations and policies including but not limited to the Board's Residency Policy shall be cause for her termination of employment.

5. The Board shall pay and provide to the School District Clerk at the times and in the manner provided under its customary payroll practices, a salary and additional related employment benefits all described in "Schedule B" annexed hereto and made a part hereof.

6. This Agreement and the Schedules attached hereto as to the School District Clerk's duties, salary, and benefits constitute and contain all provisions as approved by the Board and may not be modified or amended except by a writing duly made and subscribed by the Board and the School District Clerk.

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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Nays:** None.

**Carried.**

On a motion by Mr. Bilson seconded by Mr. Vilardo, the following resolution was adopted.  
**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 2024-2025**

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 \$126,583.14 for the year commencing July 1, 2024, and terminating June 30, 2025; and

RESOLVED, That the contract is subject to such modifications as the Board of Education and Superintendent deem appropriate, and be it further

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

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

## RETAINER AGREEMENT

AGREEMENT made this 1st day of July, 2024, 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 1st day of July 2024, and continuing thereafter until the 30th day of June 2025 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

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

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

(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 \$126,583.14 per year, payable in equal monthly installments of \$10,548.60. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

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

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

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

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 1st day of July 2024 and shall continue until the 30th day of June 2025. 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.

President

Angelo Massaro dba Hovey & Massaro

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Paretto, the following resolution was adopted  
**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 2024-2025**

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

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

RESOLVED that the Board of Education hereby retains James C. Roscetti of Roscetti & DeCastro, PC to provide legal services for the District as Deputy School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$119,686.39 for the year commencing July 1, 2024 and terminating June 30, 2025; and be it further

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

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

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

#### RETAINER AGREEMENT

AGREEMENT made this 2nd day of July, 2024, 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 1st day of July 2024, and continuing thereafter until the 30th day of June 2025 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

(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 \$119,686.40 per year, payable in equal monthly installments of \$9,973.87. 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 1st day of July 2024 and shall continue until the 30th day of June 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Cancemi, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER**

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 for the fiscal year at the rate of \$40.00 per hour for a sum not to exceed \$36,000.00 for the fiscal year, unless otherwise increased by the Board of Education for a term commencing July 1, 2024 and ending June 30, 2025, 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 2nd DAY OF July 2024 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.
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 \$36,000.00 for the fiscal year unless otherwise increased by the Board of the First Party, to be paid at the rate of \$40.00 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. Term of Contract. This Contract shall be effective from July 1, 2024 through June 30, 2025, 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod,  
Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Cancemi, the following resolution was adopted.

**APPROVAL OF LEASE BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS— JULY 1, 2024 – JUNE 30, 2025**

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 1, 2024 and terminate June 30, 2025; 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 1, 2024 and terminate June 30, 2025; 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 1st day of July 2024, 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 made portions of Niagara Falls High School 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

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, 4455 Porter Road, Inc., City of Niagara Falls, New York and the New York State Power Authority 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.
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 1, 2024 through June 30, 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto,  
Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Cancemi, the following resolution was adopted.

**APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND  
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA**

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 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".

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.

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.

- 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 hereinbelow:  
FOR THE DISTRICT:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Cancemi, the following resolution was adopted.

**APPROVAL OF RENEWAL OF LEASE BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR OFFICE SPACE 2024-2025**

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 renewal of the Lease has been negotiated, the terms and conditions of which 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 renewal of 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 1, 2024 and continuing to June 30, 2025 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 for 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 the Lease; 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 1st day of July, 2024, 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.

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 1, 2024 and ending on June 30, 2025, 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 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.

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:

| Type of Policy        | Limits of Liability |                      |
|-----------------------|---------------------|----------------------|
| 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 City School District of the City of Niagara Falls, New York, 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.

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.

LANDLORD: CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Cancemi, the following resolution was adopted.

**APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH BOCES, AND/OR VARIOUS MUNICIPALITIES AND/OR GOVERNMENT AGENCIES**

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 be 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**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**

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 2024-25 cost of \$1,500.00 as well as the additional cost of \$36.00 for one (1) 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 2024-2025 is \$1,536.00; and further be it

RESOLVED, That this Agreement will commence on July 1, 2024 and expire on June 30, 2025 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 be it further

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



## Services Agreement Reinstatement

**Name of Employer:** Niagara Falls City School District

The Services Agreement for the fiscal year Jul 1, 2023 – Jun 30, 2024, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2024 - Jun 30, 2025, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2024, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/2024.

### FEE SCHEDULE FOR 2024-2025 YEAR

**Billing Type:** Preferred Provider Program (P3) P3L

| Description                           | No of Accounts | Rate       | Annual Amount     |
|---------------------------------------|----------------|------------|-------------------|
| <u>P3 Administrative Fee</u>          |                | \$1,500.00 | \$1,500.00        |
| <u>Non-P3 Service Provider 403(b)</u> | 1              | \$ 36.00   | \$ 36.00          |
| <u>Vanguard Accounts</u>              | 0              | 4 36.00    | \$ 0.00           |
| <u>457(b) Accounts</u>                | 0              |            | Included          |
| <u>Total 2024-2025</u>                |                |            | <u>\$1,536.00</u> |

*\*Includes 403(b) ROTH Accounts if allowed*

*\*\*If Vanguard is a participating service provider in Employer's plan the Employer shall be responsible for applicable TPA fees. For Billing Type P3 Limited, Vanguard is ineligible for new accounts. For Billing Types P3 – Flexible & P3-Open, Vanguard is eligible for new accounts*

This is not an Invoice. Please do not remit payment until the actual invoice is provided in July.

Please contact the Finance Department at [accounting@omni403b.com](mailto:accounting@omni403b.com) and Wendy DeNoto [wdenoto@omni403b.com](mailto:wdenoto@omni403b.com) with any questions.

US Omni & TSACG Compliance Services, Inc

Niagara Falls City School District

Brad Hope, Managing Partner

Printed Name, Title

\_\_\_\_\_

Printed Name, Title

Date June 6, 2024

Date \_\_\_\_\_

NY-546

Phone: (585) 436-OMNI • FAX: (585) 436-3633 • Toll Free: (877) 544-OMNI • [www.omni403b.com](http://www.omni403b.com)

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**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 2024-2025**

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 of school building aid, NYS EXCEL funding, Greenway financing and other creative financing instruments to relieve the local residents of Niagara Falls from added costs to finance its capital projects and various cash flow needs; and

WHEREAS, Capital Markets Advisors, LLC, is a highly respected local bond consultant with expertise in financing for school capital projects; 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 1, 2024 and to terminate June 30, 2025, 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 \$175.00 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 2024-2025, a copy of which is attached; and be it further

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

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

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

**FINANCIAL ADVISORY SERVICES AGREEMENT**

This Financial Advisory Services Agreement has been entered into this 1st day of July 2024 by and between the City School District of the City of Niagara Falls, Niagara County, NY ("Client") a limited liability company created under the laws of the State of New York and having its places of business at 11 Grace Avenue, Great Neck, New York 11021 and 4211 North Buffalo Road, Suite 19, Orchard Park, NY 14127.

**Section 1 Financial Advisory Services**

Advisor will provide professional consultation on issues related to the structure, term and issuance of the District's short and long term debt in connection with serial bond, bond anticipation note and tax/revenue anticipation note financings, (collectively the "Issue") undertaken by the District during the term of this Agreement including:

1. Meeting with the District's Superintendent, School Business Administrator, Architect and Construction Manager to review the District's capital improvement program.
2. Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, credit rating process and market conditions.
3. Providing the financial expertise necessary to improve and maintain the District's credit rating in the bond and note market. The Advisor will provide information on pertinent market factors and historical trends in interest rates and yields.
4. Maintaining relationships with the credit rating agencies, coordinating presentations as needed and conducting training sessions for the District's Board of Education as may be necessary.
5. Preparing a financial plan for the current and future project to include the structure for debt issuance (BANs, RANs and Bonds), taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
6. Recommending alternative financing methods and the use of enhancements when appropriate.
7. Assisting the District with the selection of other professional service providers such as a financial printer, escrow agent, trustee and verification agent.
8. Coordinating the sale of debt with municipal officials, Bond Counsel, underwriters, insurers and prospective investors.
9. Assisting with the preparation of the Official Statement and other documents necessary to conduct bond and note sales.
10. Assisting with the preparation and filing of the debt statement for negotiated or competitively sold bond issues.
11. Coordinating the printing and dissemination by regular mail, e-mail and web posting of a Notice of Sale and Official Statement under which the bonds or notes are to be offered.
12. Assist with the advertisement of District debt sales in appropriate publications like The Bond Buyer.
13. Conduct bond and note sales at our offices, verify bids and make recommendations as to award.
14. Coordinate the closing of all debt issues among District officials, purchasers, Bond Counsel, DTC, rating agencies and other interested parties.

## Section 2: Services Unrelated to a Specific Financing – Special Projects

1. Assuring compliance with IRS and SEC regulations and requirements such as the District's annual continuing disclosure obligation, material event notices and arbitrage reporting.
2. Upon request, assisting the District with the preparation and submission of SED forms and reports required to maximize and justify the District's State Aid claims. Complete and/or review various state aid forms such as the SA-139 "Request for Building Project Data", SA-132 "Serial Bond Schedule", the SA-135 "Bond Anticipation Note Schedule," and "Final Cost Report" for execution and filing by the District officials. Monitor Prospective Amortized Building Aid for variance from anticipated levels.

3. Perform such other duties as necessary to insure the timely and efficient issuance of the District's debt and compliance with all Local, State and Federal Laws and regulations that pertain to District investments and debt.
4. Work with District officials to maintain and improve its credit rating, including as appropriate, analyzing data, conducting comparative analysis of comparable credits and preparing for rating presentation calls.
5. Together with the Architect and Clerk of Works/Construction Manager, assist in the creation of an estimated cash flow for the project.
6. Assist in estimating appropriate Debt Service Budget figures based on the evolving Financial Plan.
7. If requested, attend and participate in Board meetings, work sessions, or public information meetings.
8. Prepare interim reports concerning financial matters of the project, as requested.
9. Assist with documentation and public relations related to Long-Range Financial Planning. Make public presentations, or be available as a resource, in connection with public meetings.

### Section 3 Compensation

For Advisor's performance of services on behalf of Client as hereof, Advisor's fees associated with each issuance or service will be as follows:

For Serial Bond issues with an Official Statement: a base fee of \$7,000 plus \$0.90 per each \$1,000 of the par amount of bonds issued, with a minimum of \$9,500, plus out of pocket expenses.

For Refunding Serial Bond issues sold via Negotiated or Competitive Sale with an Official Statement: fee is subject to negotiation between the District and CMA based upon par amount and complexity of the transaction.

For Bond, Tax and Revenue Anticipation Note issues with an Official Statement: a base fee of \$6,000 plus \$0.60 per each \$1,000 of the par amount of notes issued, with a minimum of \$4,500, plus out of pocket expenses.

For Serial or Statutory Installment Bond Issues less than \$1,000,000 using a Term Sheet (No Official Statement): a fee of \$2,900.

For Bond, Tax and Revenue Anticipation Note issues less than \$1,000,000 using a Term Sheet (No Official Statement): a fee of \$2,000.

Continuing Secondary Market Disclosure: CMA will charge a flat fee of \$1,950 for Continuing Disclosure inclusive of all required Material Event Notice filings.

All other work for services rendered to the District at the District's request but unrelated to a specific bond or note issue, including State Aid filings, at the current hourly rate of \$175.

Out of Pocket Expenses includes mailing fees, meeting expenses, internet distribution and if necessary, out-of-town travel reimbursable at current IRS rates.



Fees to Other Service Providers: In addition to fees paid to CMA for each financing, the District should expect to pay fees to Bond Counsel, and for serial bonds only, credit rating agency fees, municipal bond insurers, a financial printer, a local newspaper and/or the Bond Buyer for publication of legally required notices.

Client will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, rating agency, legal advertising and other associated issuance expenses.

Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

#### Section 4 Term of Agreement

The term of this Agreement shall be for three (3) years from the date hereof.

#### Section 5 Required Regulatory Disclosure

##### Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients with the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov) and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

##### Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material, undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.

- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

#### Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

#### Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

#### Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

## Section 7 Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

## Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC Niagara Falls City School District  
FEDERAL TAX I.D.: 02-0582108

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

### **APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM**

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) and

WHEREAS, The administration recommends 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 for the school year 2024 – 2025; 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 2024-2025 be \$14,040, which will be paid at a rate of \$1,170 per month for term commencing July 1, 2024 and ending June 30, 2025, 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.



## Ruffell Reimbursements

626 Maris Run  
Webster, NY 14580

(585) 861-2300  
RuffRBS@RochesterRR.com

Re: Agreement for Contractual Services

This document describes the agreement between Niagara Falls City School District and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract July 1, 2024- June 30, 2025

Compensation \$ 14,040.00 Annually or \$ 1170.00 /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 60<sup>th</sup> day of termination.

Payment for Services Payments shall be based on monthly invoices and billed at \$ 1170.00 /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 Rebecca Holody, 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

J. Ruffell 5/15/24  
Joy Ruffell - Owner Date

\_\_\_\_\_  
Appropriate Business Official Date

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND BUFFALO SPECIAL INVESTIGATIONS, LLC (BSI) FOR JULY 1, 2024 – JUNE 30, 2025**

WHEREAS, The District will utilize the services of Buffalo Special Investigations, LLC to provide daily security services for bank deposit pick-ups from all District schools.; and

WHEREAS, The District desires to re-affirm its contractual relationship with Buffalo Special Investigations, LLC; and

WHEREAS, The agreed upon fee for the services rendered by Buffalo Special Investigations, LLC may be found in the attached Contract; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Contract with Buffalo Special Investigations, LLC 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.

**CONTRACT FOR PROFESSIONAL  
SERVICE  
BY INDEPENDENT CONTRACTOR**

**Buffalo Special Investigations Agreement**

This Contract for security and/or patrol services is made between, Buffalo Special Investigations (BSI), 700 Broadway Street Buffalo, New York 14212 and, City School District of the City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 commencing July 1, 2024 – June 30, 2025. Buffalo Special Investigations (BSI) and City School District of the City of Niagara Falls mutually agree to the following:

1. BSI, will provide daily security services for bank deposit pick-ups from all District schools located within the City of Niagara Falls.
2. BSI, 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. BSI, 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. BSI, 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. BSI, will be compensated for services not to exceed Twenty-five (25) hours per week in accordance with the following rate schedule:

a. Straight Time \$ 28.00 per hour

b. Holiday Time (2.0) \$ 56.00 per hour

2. Service will be billed monthly. Payment is due upon receipt of the bill.

Termination:

1. This Contract shall commence July 1, 2024 and terminate June 30, 2025 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 Buffalo Special Investigations:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/1/24-06/30/25**

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 1, 2024 through June 30, 2025; 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 1st day of July, 2024 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., 11 Lorna Court, Tonawanda, NY 14150, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
- c. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

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 1, 2024 through June 30, 2025, provided, however, that any party may at any given time terminate this Contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

9. Assignment: The services to be rendered by the second party under this 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**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—  
7/01/24 – 6/30/25**

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 1, 2024 through June 30, 2025, and

WHEREAS, The fee for these services is \$100,000.00 which is to be paid in two payments of \$50,000 payable on December 1, 2024 and June 1, 2025; 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 1, 2024 and terminating June 30, 2025; 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.

PHYSICAL REHABILITATION AGREEMENT  
Between  
NIAGARA FALLS MEMORIAL MEDICAL CENTER  
and  
Niagara Falls High School  
2024-2025 School Year

This Physical Rehabilitation Agreement, made this 10th day of May, 2024 by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and NIAGARA FALLS HIGH SCHOOL (the Agency) (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 Agency desires to obtain the services of certified athletic trainers from the Hospital; and

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

WHEREAS, Niagara Falls 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 two (2) certified athletic trainers with athletic trainer A working approximately 35 hours per week and athletic trainer B approximately 25 hours per week each total to the agency, as indicated in Attachment(s) A and B. An average of 32 hours per week will be rendered to Niagara Falls High School 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 Agency, Hospital will provide verification of such New York State licensure.
- e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.
- f) Represents that its employees are, and will be, adequately trained, as is appropriate to the nature of the services they are performing, in accordance with 29 CFR 1910.1030 et seq, the OSHA Bloodborne Pathogens regulations (the "Regulations").

- g) Provide for the preparation of appropriate reports and documentation in connection with the services rendered pursuant to this Agreement.
- h) Provide services in a prompt and efficient manner.
- i) Provide such services in the same manner, in accordance with the same standards, as are offered to other Hospital patients.
- j) Hospital represents and warrants that it will not seek payment from the student or students parent/guardian, his/her physician or any other party or payor for services provided pursuant to this Agreement.

## 2. OBLIGATION OF AGENCY

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.
- b) Agency will provide to Hospital a description of services, duties and responsibilities to be performed hereunder, which will be attached to this Agreement as Exhibit A.
- c) Agency will evaluate Hospital's performance on an on-going basis. The Parties agree to use best efforts to resolve any identified deficiencies or other operational issues.
- d) Agency agrees not to hire or solicit for hire any employees of Hospital who have directly served the Agency for a period of one (1) year following their termination of their services to the Hospital.
- e) The duties and responsibilities performed by such athletic trainers while working at or for the Agency will be under the supervision, direction and control of the Agency and the Agency's administrative personnel.
- f) Agency agrees to provide 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 Agency 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 Agency's Executive Director, pursuant to Exhibit B.
- c) Nothing contained in this Agreement shall prohibit the Parties from exercising independent professional judgment.
- d) Nothing contained in this Agreement shall affect the independent operations of either Party.
- e) Nothing contained in this Agreement shall create any contractual third-party beneficiary liability upon the parties to any other person, patient or otherwise.
- f) Nothing contained in this Agreement shall restrict either Party from entering into a similar agreement with other entities performing like services.
- g) Nothing contained in this Agreement shall place liability for the debts or obligations of one Party upon the other.
- h) To adhere to State and federal laws prohibiting discrimination on the basis of race, creed, color, national origin, sex, age, sponsor, political affiliation or citizenship status.
- i) No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of god or the public enemy, flood, storms or any statute, regulation, rule or action of any federal, state or local government or any agency thereof. In addition, no party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations, other than direct patient care, due to strikes or other labor activities.

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

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

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

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

#### 4. COMPENSATION

Hospital and Agency agree that Hospital shall be compensated for services rendered for 2024-2025 pursuant to this Agreement in the amount of One Hundred Thousand dollars (\$100,000.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$50,000.00, one each due and payable on December 1, 2024 and June 1, 2025. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

#### 5. INSURANCE

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

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

#### 6. INDEPENDENT CONTRACTOR

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

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

#### 7. ACCESS TO RECORDS

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

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

#### 8. TERM

The Term of this Agreement will commence on July 1, 2024 and terminate on June 30, 2025 unless sooner terminated in accordance with the provisions of Section 9.

#### 9. TERMINATION

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

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

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

#### 10. USE OF NAME

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

#### 11. REFERRALS

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

#### 12. COMPLIANCE WITH LAW

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement takes 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;
- f. Incorporate changes and additions to protected health information of which the covered entity notifies the business associate;
- g. Make its books, records and information practices regarding protected health information available to the Department of Health and Human Services;
- h. Return or destroy all protected health information upon contract termination; authorize the covered entity to terminate the contract for material breach;
- j. Agree to the right of the covered entity to monitor the business associate's compliance;
- k. Agree to the right of the covered entity to cure a breach by the business associate;
- l. Agree to the right of the covered entity to seek an injunction (with stipulation to burden of proof);
- m. Agree to indemnification for breach;
- n. Agree to no cap on liability for breaches;
- o. Relinquish control to the covered entity control for subpoenas received by the business associate;
- p. Use data in accordance with applicable laws.

#### 15. ASSIGNMENT

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

#### 16. AMENDMENT

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

#### 17. PRIOR AGREEMENTS

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

#### 18. WAIVER

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

#### 19. NOTICES

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

If to Agency: Niagara Falls High School  
4455 Porter Road  
Niagara Falls, NY 14305

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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

#### **APPROVAL OF MUNICIPAL COOPERATION AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK, FOR THE SERVICES OF POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS PERIOD JULY 1, 2024 – JUNE 30, 2025**

WHEREAS, Maintaining a safe and orderly environment in our schools has been and continues to be of paramount importance to the students, staff, parents, and community; and

WHEREAS, To that end, the City School District of the City of Niagara Falls previously approved Municipal Cooperation Agreements with the City of Niagara Falls, providing the services of uniformed police officers to serve as School Resource Officers in the High School and Preparatory Schools, which Municipal Cooperation Agreements were effective through June 30, 2024; and

WHEREAS, In order to continue the services of the uniformed Police Officers as School Resource Officers in Niagara Falls High School and Gaskill and LaSalle Preparatory Schools through the 2024-2025 school year, with a uniformed Police Officer as a rotating School Resource Officer to service the District's eight (8) Elementary Schools, the Superintendent recommends the approval of a new Municipal Cooperation Agreement providing for the continuation of the services of five (5) uniformed Police Officers as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2024 through June 30, 2025 and two (2) uniformed Police Officers as Security Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$544,500.00, together with any cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement; and

WHEREAS, The Municipal Cooperation Agreement should be approved so that the services of Police Officers as School Resource Officers continue for period from July 1, 2024 through June 30, 2025; therefore be it

RESOLVED, that the Board of Education hereby approves the Municipal Cooperation Agreement between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York, for the services of five (5) Police Officers to serve as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2024 through June 30, 2025 and two (2) uniformed Police Officers as School Resource Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$544,500.00, together with any cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement; and be it further

RESOLVED, that the Municipal Cooperation 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 Municipal Cooperation Agreement; and

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

#### MUNICIPAL COOPERATION AGREEMENT SCHOOL RESOURCE OFFICERS - 2024-25

This Municipal Cooperation Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024 and effective the 1st day of July, 2024 by and between the OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS organized under the laws of the State of New York with offices at 630 - 66th Street, Niagara Falls, NY 14304 (the "DISTRICT").

WITNESSETH:

WHEREAS, the CITY employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the DISTRICT has as one of its buildings the Niagara Falls High School located at 4455 Porter Road, Niagara Falls, NY, (the "High School") which is home to approximately 2300 faculty, staff and students; and also owns and operates LaSalle Prep School located at 7436 Buffalo Avenue, Niagara Falls, NY, and Gaskill Prep School located at 910 Hyde Park Boulevard, Niagara Falls, NY, (the "Prep Schools"); and owns and operates eight elementary schools: H.F. Abate Elementary School located at 1625 Lockport Street, Niagara Falls, NY; Cataract Elementary School located at 6431 Girard Avenue, Niagara Falls, NY; G.J. Mann Elementary School located at 1330 - 95th Street, Niagara Falls, NY; Hyde Park Elementary School located at 1620 Hyde Park Blvd, Niagara Falls, NY; H.J. Kalfas Elementary School located at 1800 Beech Avenue, Niagara Falls, NY; Maple Avenue

Elementary School located at 952 Maple Avenue, Niagara Falls, NY; Bloneva Bond Primary School located at 2513 Niagara Street, Niagara Falls, NY; 79th Street School located at 551 – 79th Street (“Elementary Schools”); and

WHEREAS, in year 2000, the DISTRICT identified the need for a sworn, uniformed full-time Police Officer employed by the Niagara Falls Police Department (“NFPD”) to serve as a School Resource Officer (“SRO”); and

WHEREAS, the duties and expectations of the SRO are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the DISTRICT believes that it is in the best interest of the DISTRICT and its faculty, staff and students to have SROs on site at the High School and at the Prep Schools at times when faculty, staff and students are present; and

WHEREAS, the CITY and the DISTRICT had discussions about NFPD Officers being detailed at the High School, the Prep Schools and the Elementary Schools which resulted in an agreement between the CITY and the DISTRICT to have two (2) NFPD Officers acting as SROs detailed at the High School; one (1) SRO detailed at Gaskill Prep School; one (1) SRO detailed at LaSalle Prep School; and one (1) SRO detailed to rotate among the Elementary Schools, with the DISTRICT reimbursing the CITY for the full cost of these SROs; and

WHEREAS, this arrangement has proven to be beneficial to both the DISTRICT and the CITY; and WHEREAS, the CITY and the DISTRICT wish to continue this arrangement for the DISTRICT's academic year commencing on July 1, 2024 and concluding June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CITY and the DISTRICT hereby agree as follows:

1. TERM. The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless sooner terminated in accordance with the terms of this Agreement.

2. PAYMENT. The DISTRICT agrees to reimburse the CITY for the entire cost of the two (2) SROs detailed to the High School July 1, 2024 through June 30, 2025; the two (2) SROs detailed to the Prep Schools; and one (1) SRO detailed to rotate among the Elementary Schools, September 1, 2024 through June 30, 2025. The total cost is estimated to be the sum of \$544,500.00 plus any cost adjustments or increases incurred by the CITY pursuant to the Collective Bargaining Agreement (the “CBA”) in place between the CITY and the CITY of Niagara Falls Police Club, of which the individuals designated to serve as SROs are members. The DISTRICT agrees to reimburse the CITY in two payments for the cost of the SROs. The first such payment shall be due and payable on January 31, 2025 in the amount of \$239,580.00 and the second such payment in the amount of \$304,920.00 is due and payable on June 30, 2025 together with any adjustments made pursuant to the CBA referred to herein. Payments shall be made by the DISTRICT to the CITY within thirty (30) days of the due date. In addition, the DISTRICT agrees to reimburse the CITY for the cost of any special training obtained by the SROs which is unique and specialized for an SRO position. The DISTRICT must first agree that any such training is necessary and desirable in order for such reimbursement to occur. The DISTRICT also agrees to reimburse the CITY for any overtime costs incurred by the CITY that results from the DISTRICT requiring any or all of the SROs to be present at DISTRICT events or activities outside the usual SRO work day.

3. COST OVERRUNS. The CITY and the DISTRICT agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in Paragraph 2 above which may be necessitated as a result of the CBA referred to herein.

4. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the SROs shall be determined by the SROs' supervisor at NFPD in consultation with the DISTRICT's Superintendent or his designee. The CITY agrees that the NFPD Officers designated as the SROs shall report for duty at the High School and the Prep Schools on days and times designated by the



SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee. On days when the High School and/or the Prep Schools may not be in session, or when the SROs are not scheduled to report to the High School or the Prep Schools for any other reason, the DISTRICT may utilize the SROs elsewhere in the DISTRICT as determined by the SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee.

5. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the SROs and the amount to be paid by the DISTRICT except as provided in Paragraph 2 hereof without the prior written approval of both the CITY and the DISTRICT. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the SROs' position. Any changes which are substantive or alter the scope, intent or basic elements of the SROs' position will be implemented by an amendment to this Agreement, provided the same are acceptable to both the CITY and the DISTRICT.

6. RECORDS. The DISTRICT agrees to keep full and accurate records regarding the hours worked by the SROs at the High School and the Prep Schools and or any other alternate location the SROs may work, as directed by their supervisors at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT shall furnish a copy of the records of the SRO's hours worked to the CITY upon request.

7. TERMINATION. The parties agree that the failure of the SROs to render satisfactory services to the DISTRICT may be deemed a cause for the suspension or termination of this Agreement. In the event the DISTRICT shall deem that the SROs have not provided satisfactory services to the DISTRICT for any reason, the DISTRICT agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the SRO officer so designated. The parties agree that the CITY shall then have thirty (30) days within which to cause the officer designated as the SRO to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the CITY will then designate an alternate sworn, full time NFPD Police Officer acceptable to the DISTRICT, to serve as SRO. Notwithstanding anything herein to the contrary, the DISTRICT shall have the right to terminate this Agreement for any reason upon giving the CITY sixty (60) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.

8. INDEMNIFICATION. To the extent permitted by law, the CITY and the DISTRICT agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard the City is self-insured and attaches hereto Schedule "A" a Certificate of Self Insurance.

9. NON-DISCRIMINATION. The CITY and the DISTRICT shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

IO. APPROVALS. This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the DISTRICT and CITY have executed this Agreement on the day and year indicated.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Cancemi, seconded by Mr. Paretto, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK FOR THE SERVICES OF AN OFFICER OF THE DAY FROM THE NIAGARA FALLS POLICE DEPARTMENT FOR PERIOD SEPTEMBER 1, 2024 – JUNE 30, 2025**

WHEREAS The District wishes to enter into an agreement with the City of Niagara Falls, New York for an Officer of the Day for the purpose of creating and maintaining a safe and orderly school environment through traffic control and enforcement; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the resolution for these officers beginning on September 1, 2024 and terminating June 30, 2025; and

WHEREAS, The fee for these services shall be paid at a rate of each officer's overtime rate for services rendered through the Officer of the Day Program at eight (8) elementary schools, not to exceed \$300,000 payable within thirty (30) days of receipt of invoice for services rendered through June 30, 2024; therefore be it

RESOLVED, That the Board of Education approve the resolution for services from the City of Niagara Falls, New York for Police Officers and the City School District of the City of Niagara Falls, New York be approved.

**MUNICIPAL COOPERATION AGREEMENT  
OFFICER OF THE DAY 2024-25**

This Municipal Cooperation Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024 and effective the 1st day of September, 2024 by and between the OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS organized under the laws of the State of New York with offices at 630 - 66th Street, Niagara Falls, NY 14304 (the "DISTRICT").

**WITNESSETH:**

WHEREAS, the CITY employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the DISTRICT has identified eight (8) schools including Harry F Abate, GJ Mann, Hyde Park, Henry J. Kalfas, Maple Ave, Cataract, 79th Street, and Bloneva Bond Primary as schools requiring assistance with traffic safety; and

WHEREAS, the DISTRICT has identified the need for sworn, uniformed Police Officers employed by the Niagara Falls Police Department ("NFPD") to serve as Officers of the Day (OD) exclusive of their normal work day assignments; and

WHEREAS, the duties and expectations of the ODs are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the DISTRICT believes that it is in the best interest of the DISTRICT and its faculty, staff and students to have ODs on site at the identified schools at times when faculty, staff and students are arriving and departing school properties to enforce traffic and safety measures; and

WHEREAS, this arrangement will be beneficial to both the DISTRICT and the CITY; and

WHEREAS, the CITY and the DISTRICT wish to enter into this arrangement for the DISTRICT's academic year commencing on September 1, 2024 and concluding June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CITY and the DISTRICT hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on September 1, 2024 and terminate on June 30, 2025 unless sooner terminated in accordance with the terms of this Agreement.
2. **PAYMENT.** The DISTRICT agrees to reimburse the CITY for the entire cost of up to eight (8) ODs assigned to Harry F Abate, GJ Mann, Hyde Park, Henry J Kalfas, Maple Ave, Cataract, 79th Street, and Bloneva Bond Primary schools on an overtime basis not to exceed four (4) hours per day. The total cost is estimated to be a sum not to exceed \$320,000 plus any cost adjustments or increases incurred by the CITY pursuant to the Collective Bargaining Agreement (the "CBA") in place between the CITY and the CITY of Niagara Falls Police Club, of which the individuals designated to serve as ODs are members. The DISTRICT agrees to reimburse the CITY for the cost of the ODs at the individual officers' overtime rate. Payment shall be due and payable in two installments being on or after January 31, 2025 and June 30, 2025, within thirty (30) days of receipt of itemized invoice for services rendered.
3. **COST OVERRUNS.** The CITY and the DISTRICT agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in Paragraph 2 above which may be necessitated as a result of the CBA referred to herein.
4. **PROJECT DESCRIPTION AND BUDGET.** The daily schedule to be followed by the ODs shall be determined by the ODs' supervisor at NFPD in consultation with the DISTRICT's Superintendent or his designee. The CITY agrees that the NFPD Officers designated as the ODs shall report for duty at the assigned school on days and times designated by the ODs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT may utilize the ODs elsewhere in the DISTRICT as determined by the ODs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee.
5. **AMENDMENTS.** It is agreed that no changes may be made to the duties and responsibilities of the ODs and the amount to be paid by the DISTRICT except as provided in Paragraph 2 hereof without the prior written approval of both the CITY and the DISTRICT. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the ODs' position. Any changes which are substantive or alter the scope, intent or basic elements of the ODs' duties will be implemented by an amendment to this Agreement, provided the same are acceptable to both the CITY and the DISTRICT.
6. **RECORDS.** The DISTRICT agrees to keep full and accurate records regarding the hours worked by the ODs at the eight (8) school locations and or any other alternate location the ODs may work, as directed by their supervisors at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT shall furnish a copy of the records of the SRO's hours worked to the CITY upon request.
7. **TERMINATION.** The parties agree that the failure of the ODs to render satisfactory services to the DISTRICT may be deemed a cause for the suspension or termination of this Agreement. In the event the DISTRICT shall deem that the ODs have not provided satisfactory services to the DISTRICT for any reason, the DISTRICT agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the OD so designated. The parties agree that the CITY shall then have thirty (30) days within which to cause the officer designated as the OD to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the CITY will then designate an alternate sworn, full time NFPD Police Officer acceptable to the DISTRICT, to serve as SRO. Notwithstanding anything herein to the contrary, the DISTRICT shall have the right to terminate this Agreement for any reason upon giving the CITY sixty (60) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.
8. **INDEMNIFICATION.** To the extent permitted by law, the CITY and the DISTRICT agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the

work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard the City is self- insured and attaches hereto Schedule "A" a Certificate of Self Insurance.

9. NON-DISCRIMINATION. The CITY and the DISTRICT shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

IO. APPROVALS. This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the DISTRICT and CITY have executed this Agreement on the day and year indicated.

Date: \_\_\_\_\_ CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By: \_\_\_\_\_

Date: \_\_\_\_\_ CITY OF NIAGARA FALLS, NY

By: \_\_\_\_\_

Robert M. Restaino, Mayor

By: \_\_\_\_\_

Niagara Falls City Clerk

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Vilardo, the following resolution was adopted.

**APPROVAL OF AMENDMENTS TO TRANSPORTATION CONTRACTS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND FIRST STUDENT, INC. FOR TRANSPORTATION SERVICES SEPTEMBER 1, 2024 – JUNE 30, 2025**

WHEREAS, An RFP was published by the District, and First Student, Inc. successfully scored criteria points at a level above the District set point; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law in Years 2-3 and established in the RFP in Year 1; and

WHEREAS, The District has four (4) Transportation Contracts with First Student, Inc., which it wishes to amend for the period September 1, 2024 – June 30, 2025 to reflect a cost increase equal to the 2023 CPI of 3.9% for year 3 of 3 of approved contracts in compliance with all laws, rules and regulations pertaining to transportation of students subject to the approval of the Commissioner; therefore be it

RESOLVED, That the Board of Education hereby approves the amendments of the Transportation Contracts listed below, with the District's current Contractor, First Student, Inc. for transportation services, for the period September 1, 2024 – June 30, 2025, at a cost not to exceed

the 2022 RFP costs together with an increase in an amount equal to the 2023 Consumer Price Index of 3.9%, as provided in the law:

- 451 Out of District Transportation
- 452 Visually Challenged Transportation
- 453 BOCES Mid-Day and Full Day Transportation
- 454 Wheelchair Transportation

and further

RESOLVED, That such action is subject to the approval of the Commissioner of Education as provided by applicable provisions of New York State Education Law; and further

RESOLVED, That the Board of Education approves the Amendments to Contracts between the District and First Student, Inc. providing for terms and conditions of performance required of First Student, Inc.; and further

RESOLVED, That the President of the Board be authorized and directed to execute the amendments of the Transportation Contracts hereto attached, subject to other terms and conditions as may be required by the School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Amendments of Transportation Contracts.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Paretto, seconded by Mr. Vilardo, the following resolution was adopted.

**APPROVAL OF AMENDMENTS OF TRANSPORTATION CONTRACT EXTENSIONS FOR CONTRACTS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH LINES, INC. FOR TRANSPORTATION SERVICES JULY 1, 2024 – JUNE 30, 2025**

WHEREAS, According to §305, subdivision 14 of the State Education Law, extensions of existing Transportation Contracts are permitted for a maximum of five (5) years, subject to the power of the Commissioner of Education to approve or disapprove; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law; and

WHEREAS, The District has eleven (11) Transportation Contracts with Niagara Falls Coach Lines, Inc., which were extended through August 31, 2025 as approved on April 22, 2020; and

WHEREAS, The District wishes to execute contract amendments providing for an increase of existing contract extensions by the 2024 CPI rate of 3.9% for the period 7/1/2024 – 6/30/2025 in compliance with all laws, rules and regulations pertaining to transportation of students therefore; be it

RESOLVED, That the Board of Education hereby approves the amendments of the Transportation Contract extensions listed below, with the District's current Contractor, Niagara

Falls Coach Lines, Inc. for transportation services, for the period July 1, 2024 – June 30, 2025 reflecting a cost increase equal to the 2024 Consumer Price Index of 3.9%, as provided in the law, for year 2024 – 2025:

|                         |                             |
|-------------------------|-----------------------------|
| E00/5/5/9/6E            | Regular Education           |
| E00/5/2/4/8E            | Kindergarten                |
| E00/5/2/4/5E            | Integration                 |
| E00/5/2/4/7E            | Trainable                   |
| E00/5/5/9/1E            | Specials                    |
| E00/5/5/9/2E            | Special Needs               |
| E00/5/5/9/4E            |                             |
| C/5/7/5/9/1/9/E         |                             |
| C/5/7/5/9/2/0/D         |                             |
| Field Trips             |                             |
| Aides / Monitors        |                             |
| Summer Aides / Monitors |                             |
| E/6/1/1/3/5/6D          | Summer School Regular       |
| E/6/1/1/3/5/7D          | Summer School Special Needs |

and further

RESOLVED, That such action is subject to the approval of the Commissioner of Education as provided by applicable provisions of New York State Education Law; and further

RESOLVED, That the Board of Education approves the Amendments to Contract extensions for the period July 1, 2024

– June 30, 2025 between the District and Niagara Falls Coach Lines, Inc. providing for terms and conditions of performance required of Niagara Falls Coach Lines, Inc.; and further

RESOLVED, That the President of the Board be authorized and directed to execute the amendments of the Transportation Contract extensions hereto attached, subject to other terms and conditions as may be required by the School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Transportation Contracts and the Contract.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Vilardo, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL TRANSPORTATION CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR SCHOOL BUS LOGISTICS, LLC FOR PERIOD JULY 1, 2024 – JUNE 30, 2025**

WHEREAS, The District has in past years, approved contracts with School Bus Logistics, LLC for professional services associated with the planning and implementation of school transportation routes and preparation of school district boundaries; and

WHEREAS, The District, upon hiring of new Transportation Coordinators, determined a more comprehensive scope of services was needed to assist with onboarding, review and analysis of transportation office and vendor procedures, addition of supplemental transportation software, and assistance with year-end processes. School Bus Logistics, LLC has the expertise and capacity to provide ongoing support of these services and assist with the opening of schools and reconciliation of data within the Versatrans software. Previous services provided by School Bus Logistics have proven beneficial and effective to the transportation of District students; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Schedule A) as services are satisfactorily completed; therefore be it

RESOLVED, That the Contract for professional transportation consultant services software between the City School District of the City of Niagara Falls and School Bus Logistics, LLC., 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT**

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 2024 which may exceed \$5,000; 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 2024 as it pertains to the 2023-2024 budget, regardless that they may exceed \$5,000; and further

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 2024 which will show all transactions made and approved by the Superintendent of Schools.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF APPOINTMENT OF AND RENEWAL OF CONTRACT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD-PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM—2024-2025**

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

WHEREAS, It is the administration's recommendation that the Board appoint the National Employers Council, Inc. (NEC) to handle this program for the District and renew its Contract with NEC providing for fee to administer this year's program of \$4,048 per year, payable quarterly in four (4) equal installments of \$1,012; therefore be it

RESOLVED, That the District hereby appoints National Employers Council, Inc. and approves the Contract, 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 1, 2024, through June 30, 2025; 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.

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.
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) ACCOUNT NUMBER(S)  
NIAGARA FALLS CITY SCHOOL DISTRICT 04-65079

This Agreement will remain in effect for a ONE year period from July 1, 2024 through June 30, 2025 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 the annual sum of \$4,048 payable in quarterly installments of \$1,012. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM**

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees' Retirement System (NYSERS); and

WHEREAS; The New York State and Local Employees' Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration requests that the Board annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, that the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS) and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

| Title                             | Actual Hours | Standard Work Day |
|-----------------------------------|--------------|-------------------|
| Account Clerk                     | 7 hrs.       | 7 hrs.            |
| 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- 6.5 hours.  | 6.5 hrs.     | 6.5 hrs.          |
| Associate Child Care-7 hrs.       | 7 hrs.       | 7 hrs.            |
| Associate Classroom-5.5 hrs.      | 5.5 hrs.     | 6 hrs.            |
| Associate Classroom- 6 hrs.       | 6 hrs.       | 6 hrs.            |
| Associate Classroom-6.5 hrs.      | 6.5 hrs.     | 6.5 hrs.          |
| Associate Classroom-Technology    | 6 hrs.       | 6 hrs.            |
| Associate Family Support          | 8 hrs.       | 8 hrs.            |
| Associate Library -5.5 hrs.       | 5.5 hrs.     | 6 hrs.            |
| Associate Library- 6 hrs.         | 6 hrs.       | 6 hrs.            |
| Associate Physical Ed -5.5 hrs.   | 5.5 hrs.     | 6 hrs.            |
| Associate Physical Ed-6 hrs.      | 6 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. |
| Attendance Specialist                    | 7 hrs.   | 7 hrs.   |
| Audio Visual Tech.                       | 8 hrs.   | 8 hrs.   |
| Auto Mechanic                            | 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.   |
| Cook 12 Month                            | 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.   |
| 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 4.5 hours            | 4.5 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.   |
| Head Start Admin Secretary               | 7.5 hrs. | 7.5 hrs. |
| Head Start Center Director               | 7.5 hrs. | 7.5 hrs. |
| Head Start Cook                          | 7.5 hrs. | 7.5 hrs. |
| Head Start Custodian                     | 7.5 hrs. | 7.5 hrs. |
| Head Start Family Advocate               | 7.5 hrs. | 7.5 hrs. |
| Head Start Family Svcs/ERSEA Coordinator | 7.5 hrs. | 7.5 hrs. |
| Head Start Head Cook/CACFP Coordinator   | 7.5 hrs. | 7.5 hrs. |
| Head Start Program Assistant             | 7.5 hrs. | 7.5 hrs. |
| Head Start Program Manager               | 7.5 hrs. | 7.5 hrs. |
| Head Start Part Time Custodian           | 4 hrs.   | 6 hrs.   |
| Head Start Teacher Assistant             | 7.5 hrs. | 7.5 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.   |
| Lead Systems Engineer                    | 7 hrs.   | 7 hrs.   |

|                                     |              |          |        |
|-------------------------------------|--------------|----------|--------|
| Licensed Clinical Social Worker     | 7 hrs.       | 7 hrs.   |        |
| Licensed Practical Nurse            | 7.5 hrs.     | 7.5 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. |        |
| Nurse 12 Month                      | 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 Agent                    | 7 hrs.       | 7 hrs.   |        |
| Purchasing Clerk                    | 7 hrs.       | 7 hrs.   |        |
| Records Clerk                       | 7 hrs.       | 7 hrs.   |        |
| Safety Officer                      | 8 hrs.       | 8 hrs.   |        |
| Schedule/Attendance Specialist      | 7 hrs.       | 7 hrs.   |        |
| School Monitor – Lunch-2.5-3.5 hrs. | 2.5-3.5 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 General Laborer Specialist   | 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 Adult Ed                 | 6 hrs.       | 6 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.   |        |

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
 Nays: None.  
 Carried.

On a motion by Mr. Vilardo, seconded by Mr. Bass, the following resolution was adopted.

## **APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PROBE SERVICES**

WHEREAS, The City School District of the City of Niagara Falls has a Residency Policy requiring all employees appointed and/or promoted 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 or promoted 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

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 attached hereto 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.

June 14, 2024

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

RE: Residency Investigations

Board of Education:

Probe Services has agreed to conduct residency investigations on behalf of the City School District of the City of Niagara Falls in order to verify the residency of district employees. Our New York State License and Insurance Certificates are attached.

The investigations will include Public Record and Database Searches, as well as Surveillance on district employees to verify their residence over the course of several weeks. Status Reports will be provided during the course of each investigation. The assignments will be handled on a case-by-case basis at negotiated flat rates of \$1,350.00 per case or \$85/Hour. A

detailed report will be submitted with each case, including all records and videotape evidence obtained.

Respectfully submitted,

Michael Reitano  
President

Enc.

Approved Board Meeting Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Bass, the following resolution was adopted. Mr. Laurie congratulated Mrs. Carroll, Mrs. Holody, and Ms. Massaro on the excellent Medicaid audits the District received.

**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**

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) ).

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.

### 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.

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

#### Reporting Compliance Matters

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

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

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

#### Audits/Reviews/Investigations

Periodic audits and reviews of billing practices will be conducted to assure that accurate and appropriate bills are submitted to Medicaid, other federal health programs, and private

payers. Employees, independent contractors and agents are responsible for cooperating with and participating in these reviews, as requested.

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

#### Records

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

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

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

#### Distribution of the Code of Ethics

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

#### Penalties

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

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

## II. APPOINTMENT OF A COMPLIANCE OFFICER

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

The Compliance Officer has the responsibility to:

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

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

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

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

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

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

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

### III. TRAINING AND EDUCATION ON COMPLIANCE ISSUES

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

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

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

include a component to verify that persons receiving the training and education understand the materials provided.

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

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

#### IV. PROCEDURES FOR REPORTING COMPLIANCE CONCERNS

##### Duty

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

##### Methods of reporting

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

Directly contacting the Compliance Officer.

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

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

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

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

##### Anonymous reporting

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

#### Confidentiality of reports

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

#### No retaliation/false reports

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

#### Discipline of a reporting employee

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

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

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

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

### VI. IDENTIFICATION OF COMPLIANCE RISK AREAS

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

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

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

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

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

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

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

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

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

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2024-2025 SCHOOL YEAR**

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 1, 2024 through June 30, 2025; and be it further

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2024-2025 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.

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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN  
FOR 2024-2025 SCHOOL YEAR**

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

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled Children for the period of July 1, 2024 through June 30, 2025 the following:

Lisa Cantanese  
1134 Pasadena Avenue  
Niagara Falls, NY 14304

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2024-2025 SCHOOL YEAR**

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, 2024 through June 30, 2025.

**CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION**

Meteer, Cheryl

Contento, Catherine

Chairperson/Speech Teacher

To be determined for each case

Chairperson/Sp Ed/Gen Ed

Member of Evaluation Team

Janice Jenoshek

Stephanie Dust 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**

Ashley Chambers                      District Representative/Sp. Ed/Gen Ed Teacher

Francis Coney    District Representative/General Education Teacher  
Lisa Cantanese    Parent

#### ADDENDUM TO CONTRACT

The NIAGARA COUNTY HEALTH DEPARTMENT located at 5467 Upper Mountain Road, Lockport, New York 14094, hereinafter referred to as the MUNICIPALITY, and NIAGARA FALLS SCHOOL DISTRICT, hereinafter referred to as the PROVIDER,

#### WITNESSETH:

WHEREAS, the parties entered into a contract dated May 28, 2019, and it is appropriate to extend the original contract from June 30, 2024 to June 30, 2025, with the following changes:

1. Either party reserves the right to cancel this contract at any time by giving sixty (60) days written notice.

2. It is understood and agreed that in the event New York State laws are amended and the MUNICIPALITY is no longer required under section 4410 of the New York State Education Department to contract with the PROVIDER and pay for said services, this contract shall terminate on the effective date of the change in the law.

All other terms and conditions on the original agreement will remain the same.

BY:  
Daniel J. Stapleton, M.B.A.

BY:

TITLE:    Public Health Director

TITLE:

Approved as to form:

Gary Lisowski, Assistant County Attorney

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2024-2025 SCHOOL YEAR**

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 Five (5) 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; 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, 2024 through June 30, 2025.

#### CENTRAL COMMITTEE ON SPECIAL EDUCATION

Meteer, Cheryl CSE/CPSE Representative/General Ed/Sp. Ed  
Contento, Catherine CPSE Representative/Speech Teacher  
Ashley Chambers CSE Representative/Sp. Ed/Gen Ed.  
Coney, Frank CSE Representative/General Ed

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:

- Lynne Tompkins
- Richard Carella
- Jeffrey Showers
- Kathy Urban
- Jerry Orfano
- Cheryl Vilardo
- Diane Bianco
- Rocco Merino
- Italo Baldassarre
- Stan Wojton
- Carrie Buchman
- Derek Zimmerman

##### PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Carol Borelli
- Nicole Cafarella
- Chithra Kandaswami
- Maria Meranto

- Reanna Rodgers
- Jaclyn Tedesco
- Annabella Couto
- Bonnie Kane
- Chelsea Schelter

#### PSYCHOLOGIST INTERNS/CSE REPRESENTATIVES

- 

#### PSA's

- Phyllis Ulett
- Carlos Bradberry
- Kelli Kneepple
- Holly Rodgers-Parker
- Beth Fagiani
- Jan Horton
- Kareem Brown
- Ariana Sneed
- Katherine Curtis
- Samantha Laughlan
- Janine Carlo
- Cara Simonian
- Elizabeth Carroll

#### PARENT MEMBERS:

- Lisa Cantanese

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 Laurie
- School-Based Administrative Staff
- Special Education Department Chairpersons

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND AMERGIS  
EDUCATIONAL STAFFING FOR 2024-2025 SCHOOL YEAR**

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 Amergis Educational Staffing, 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 for LPN of \$50.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached here to with AMERGIS Educational Staffing 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 for LPN of \$50.00 per hour for a period commencing July 1, 2024 and ending June 30, 2025; 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.

**FACILITY STAFFING AGREEMENT**

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 2nd day of July, 2024, 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 Amergis Educational Staffing, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Seneca Street Suite 620, Buffalo, NY 14204 referred to in this Agreement as "Amergis."

**RECITALS**

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

WHEREAS, AMERGIS 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 AMERGIS hereby agree to the following terms and conditions.

**ARTICLE 1. TERM OF AGREEMENT**

Section 1.1 Term. This Agreement will be in effect for one (1) year or 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 AMERGIS

Section 2.1 Services. AMERGIS 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 AMERGIS is unable to provide the type of healthcare provider requested by FACILITY, AMERGIS will provide FACILITY with a higher skilled healthcare provider. AMERGIS must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. AMERGIS 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 AMERGIS standard OSHA and HIPAA training.

Section 2.3 Insurance. AMERGIS 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. AMERGIS 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 AMERGIS and are subject to AMERGIS'S standard screening process, as well as additional qualifications as required in this Agreement. If AMERGIS deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, AMERGIS will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. AMERGIS will ensure that any subcontractor will comply with all applicable terms of this Agreement. AMERGIS will provide written notification to FACILITY if it becomes necessary for AMERGIS 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 AMERGIS employees.

Section 2.5 Employment and Taxes. AMERGIS will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. AMERGIS, 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 AMERGIS.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, AMERGIS 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 AMERGIS Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient AMERGIS 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 AMERGIS 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. AMERGIS 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, AMERGIS will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. AMERGIS will be responsible for contacting AMERGIS 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 AMERGIS 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 AMERGIS 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 AMERGIS during the term of this Agreement. FACILITY understands and agrees that AMERGIS 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 AMERGIS 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 AMERGIS Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give AMERGIS either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through AMERGIS for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay AMERGIS 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%).

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by AMERGIS have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify AMERGIS immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate AMERGIS for such Personnel's services will be limited to the number of hours actually worked. AMERGIS 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 AMERGIS Personnel for any reason. FACILITY agrees to notify AMERGIS of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate AMERGIS 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 AMERGIS prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to AMERGIS 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 AMERGIS in order to comply with AMERGIS'S incident tracking program. Complaints and grievances regarding AMERGIS Personnel may be reported to the local AMERGIS representative at any time.

#### ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither AMERGIS 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. AMERGIS will supply Personnel under this Agreement at the rates listed in the Attachment(s). AMERGIS will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

Niagara Falls City School District  
630 66th Street  
Niagara Falls, NY 14304  
ATTN: Cheryl Meteer



Section 5.2 Payment. All amounts due to AMERGIS 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 AMERGIS rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. AMERGIS 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. AMERGIS 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 AMERGIS 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. AMERGIS 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 AMERGIS, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless AMERGIS, 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.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between FACILITY and AMERGIS 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 AMERGIS'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified AMERGIS Personnel. The failure of AMERGIS 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. AMERGIS 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, AMERGIS 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 AMERGIS 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 AMERGIS 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. AMERGIS/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.

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, AMERGIS 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 AMERGIS. 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 AMERGIS to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, AMERGIS 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 AMERGIS and their personnel, including without limitation HIPAA and HITECH.

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

AMERGIS EDUCATIONAL STAFFING

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2024-2025 SCHOOL YEAR**

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 rates of per day as provided in the Contract; and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; therefore, be it

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. An email will be provided to Cheryl Meteer for approval of each student's route cost, for a period commencing July 1, 2024 and ending June 30, 2025; 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.

AGREEMENT FOR PROFESSIONAL

SERVICE FOR  
TRANSPORTATION SERVICE AGREEMENT

BY THIS the 2nd day of July 2024, to the Agreement for Transportation Services made between Aries Transportation Services, Inc. 85 River Rock Dr. Buffalo, NY 14207 and, City School District Of The City Of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 dated July 2, 2024.

It is agreed to by both parties that the Agreement dated July 2, 2024, will include the following:

Description

o Aries Transportation Services agrees to provide door to door transportation services to Niagara Falls students to an in-district or out of district program.

o Aries Transportation will provide via email a description of the cost to transport each student.

o The District will approve the cost for each student's route.

o The total cost for Aries Transportation Services is not to exceed \$300,000.

City School District Of The City  
City Of Niagara Falls

Aries Transportation Inc.:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND COMPASSIONATE CARE OF NIAGARA, INC., FOR 2024-2025 SCHOOL YEAR**

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 Compassionate Care of Niagara, 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 rates of per day as provided in the Contract; and

WHEREAS, The Agreement shall be effective for a term commencing September 3, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Compassionate Care of Niagara, Inc. to provide transport by qualified professionals for special needs students upon request, on an as needed basis. An email will be provided to Cheryl Meteer for approval of each student's route cost, for a period commencing September 3, 2024 and ending June 30, 2025; 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH ASPIRE OF WESTERN NEW YORK, INC. FOR 2024-2025 SCHOOL YEAR**

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, 2024 and ending June 30, 2025; 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

THIS AGREEMENT, made this 2nd day of July 2024, 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 2024-2025 school year, commencing on or about July 1, 2024, and ending June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. 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.

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

(SEAL)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Attest: By:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BAKER HALL dba OLV HUMAN SERVICES FOR 2024-2025 SCHOOL YEAR**

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 Hall, dba OLV Human Services a copy of which is attached for the period commencing July 1, 2024 and ending June 30, 2025; 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 2nd day of July, 2024, 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 HALL, dba OLV HUMAN SERVICES, 790 Ridge Road, Lackawanna, 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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, and determined to be the result of negligence on the part of the school, or it's agents, servants or employees.

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 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Hall, dba OLV Human 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)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Attest: By:  
President

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT SCHOOL 84 FOR 2024-2025 SCHOOL YEAR**

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, 2024 and ending June 30, 2025; 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 2nd day of July, 2024, 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

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 2024-2025 school year, commencing on or about September 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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. This Agreement shall expire on June 30, 2025.
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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2024-2025 SCHOOL YEAR**

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 1, 2024 and ending June 30, 2025; 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, 2024, 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

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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Pareto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2024 - 2025 SCHOOL YEAR**

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 Gateway-Longview for the period commencing July 1, 2024 and ending June 30, 2025; 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, 2024, 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Gateway-Longview 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)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2024-2025 SCHOOL YEAR**

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 1, 2024 and ending June 30, 2025; 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, 2024, 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.

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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 TURNPIKE STREET, CANTON, MA 02021 FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs, out of district programs nor specific state 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 Out of 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 Judge Rotenberg Educational Center, Inc. for the period commencing July 1, 2024 and ending June 30, 2025; 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 2nd day of July , 2024 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 JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 Turnpike Street, Canton, MA 02021 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 2024-2025 school year, commencing on or about, July 1, 2024 and ending on or about June 30, 2025, 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 2024-2025 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. This Agreement shall expire on June 30, 2025.

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 Massachusetts and such other officials or agencies of the State of Massachusetts as may be required by law.

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2024-2025 SCHOOL YEAR**

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 Center for Handicapped Children for the period commencing July 1, 2024 and ending June 30, 2025; 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 2<sup>nd</sup> day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66<sup>th</sup> 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. 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.

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BEYOND LEARNING CENTER FOR 2024-2025 SCHOOL YEAR**

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 Beyond Learning Center for the period commencing July 1, 2024 and ending June 30, 2025; 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 2nd day of July, 2024, 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 Beyond Learning Center, 2495 Main Street, 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

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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Beyond Learning Center 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2024-2025 SCHOOL YEAR**

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

RESOLVED, That the Board of Education hereby approves the attached Agreement with BHSC Support Services, Inc., for the period commencing July 1, 2024 and ending June 30, 2025; and further be it

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

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

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

### I. Responsibilities of the Provider

1. Provider will provide Speech therapy services to students with speech-language-hearing 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. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
4. Assigned staff will participate in required meetings and conferences as requested by the School.
5. 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.
6. Provider will submit a completed time sheet to the School on a weekly basis.
7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

### II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. 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.

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

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Case assigned in Sept- December

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Case assigned in January- June

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Full time/Part time emergency coverage/temporary leave coverage   Rate

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\$80.35

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\$80.35

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\$83.50

\_\_\_\_\_ \$85.00

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 seventy-five thousand dollars (\$75,000.00), 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. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

### 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 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.  
Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

### **APPROVAL OF AGREEMENT WITH BUFFALO HEARING & SPEECH CENTER FOR ON -SITE- MUSIC THERAPY 2024-2025 SCHOOL YEAR**

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 attached Agreement with Buffalo Hearing & Speech Center for the period commencing July 1, 2024 and ending June 30, 2025; 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 Buffalo Hearing & Speech Center, hereinafter called the "Center", and Niagara Falls City School District, hereinafter called the "School" is for the provision of Music Therapy services.

#### I. Responsibilities of the Center

1. The Center will provide evaluation and therapy to students with educational disabilities as assigned by the School.

2. The Center will complete any required documentation for students seen for intervention in accordance with School procedures.

3. Music Therapy services will be provided by a New York State Board Certified Music Therapist.

4. Assigned staff will participate in required meetings and conferences as requested by the School.

5. Center will assure clinical competence and 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.

6. Center will submit a completed time sheet to the School on a weekly basis.

7. To ensure the health and safety of Center employees and School students and personnel, any employee of the Center who is showing symptoms of illness will be instructed to not visit the school. Center employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Center employees will follow all School Guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

#### II. Responsibilities of the School

1. The School agrees to pay the BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. 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.

Rates for individual cases are based on time of year service is initiated

Rate

Case assigned in July - August \$80.35

Case assigned in Sept - December \$80.35

Case assigned in January - June \$83.50

Full time / Part time school coverage \$85.00

2. Travel time in/out for missed sessions will be charged if Center 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 Center.

5. In the event the School violates 11.4. above, the parties agree that the Center 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 Center in the amount of seventy-five thousand dollars (\$75,000.00), 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 Center for court costs and attorney's fees incurred by the Center in enforcing this provision.

6. To ensure the health and safety of Center employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Center with a copy of their reopening plan if necessary or upon request.

### III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Center, and as such, the Center 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 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES. FOR ON-SITE OCCUPATIONAL AND/OR PHYSICAL THERAPY FOR 2024-2025**

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 1, 2024 and ending June 30, 2025 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

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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.

I. Responsibilities of the Provider

1. Provider will provide Occupational and/or Physical Therapy services to children with motor-sensory 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. 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.

4. Assigned staff will participate in required meetings and conferences as requested by the school.

5. 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.

6. Provider will submit a completed time sheet to the School on a weekly basis.

7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

## II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. 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 minutes interval.

### Occupational Therapy:

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

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Case assigned in Sept- December

---

Case assigned in January- June

---

Full time/Part time emergency coverage/temporary leave coverage   Rate

---

\$80.35

---

\$80.35

---

\$83.50

---

\$85.00

### Physical Therapy:

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

---

Case assigned in Sept- December

---

Case assigned in January- June

---

Full time/Part time emergency coverage/temporary leave coverage   Rate



|  |         |
|--|---------|
|  | \$83.15 |
|  | \$83.15 |
|  | \$86.00 |
|  | \$88.00 |

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 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 seventy-five thousand dollars (\$75,000.00), 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. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

## II. 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.

4. The contract will be in effect starting July 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE ARC ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2024/2025 SCHOOL YEAR**

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 1, 2024 and ending June 30, 2025; 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 2nd day of July, 2024, 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 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

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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) day written to Erie County Chapter of NYSARC 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2024-2025 SCHOOL YEAR**

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 New Directions Family & Youth Services for the period commencing July 1, 2024 and ending June 30, 2025; 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, 2024, 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate on June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to New Directions 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

## **APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2024-2025 SCHOOL YEAR**

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 The Summit Center, Inc. for the period commencing July 1, 2024 and ending June 30, 2025; 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, 2024, 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, INC. 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about

June 30, 2025, 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 2024-2025 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, 2024, 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 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to The Summit Center, 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.

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

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2024-2025 SCHOOL YEAR**

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 2024-2025 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 6th day of July 2024, 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 2024-2025 school year, commencing on July 1, 2024, and ending on June 30, 2025, 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.

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 \$164.69 for each occupational therapy evaluation.

d. To pay the sum of \$66.71 per classroom consultation per classroom contact. (For students on consultation only.)

e. To pay the fixed sum of \$ 301.01 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Pareto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2024-2025 SCHOOL YEAR**

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2024-2025 School Year

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 2024-2025 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 2nd day of July 2024, 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 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, 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
- 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 \$164.69 for each physical therapy evaluation.
- d. To pay the sum of \$96.54 for each thirty (30) minute unit of individual therapy.
- e. To pay the sum of \$114.99 for each thirty (30) minute unit of group therapy
- f. To pay the sum of \$66.71 for each classroom consultation or visitation.

5. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL PHYSICAL AND OCCUPATIONAL SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES— ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC. 7/1/24—06/30/25**

WHEREAS, The District has hired Associated Physical and Occupational Therapies, PLLC. as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of -sixty dollars and zero cents (\$60.00) per 30-minute session and sixty dollars and zero cents (\$60.00) per hour for special services and (\$32.00) per provided consult. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Associated Physical and Occupational Therapies, PLLC., 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 Agreement; and

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

ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC  
164 Doncaster Road  
Kenmore, New York 14217

CLINIC: 3767 DELAWARE AVENUE  
KENMORE, NEW YORK 14217

**AGREEMENT**

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and Associated Physical and Occupational Therapists, PLLC, a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per visit rate of sixty dollars and zero cents (\$60.00) per 30-minute session and sixty dollars and zero cents (\$60.00) per hour for special services provided . The Contractor agrees to submit monthly statements on appropriate voucher

forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.

4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.

5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.

6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.

7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.

8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.

9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.

10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SERVICE BRIDGES INC. TO PROVIDED SIGN LANGUAGE INTERPRETERS JULY 1, 2024 – JUNE 30, 2025**

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, This year Service Bridges Inc. has modified it fee schedule to provide for a simpler structure of 4 classes of rates, each having an hourly rate, Medical (\$75.00); Standard (\$80); Premium (\$85) and After Hours (\$90), with a 2 hour minimum.; therefore be it

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

#### Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between Service Bridges, Inc. (Service Bridges) and the City School District of the City of Niagara Falls (District) commencing July 1, 2024 and terminating June 30, 2025.

The Parties hereto 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: 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 rendered for 4 classes of services at the following hourly rates for each class:

Medical (\$75.00): (a Deaf parent needs to meet with the school nurse about an issue);

Standard (\$80.00): (parent/teacher meeting for a Deaf parent);

Premium (\$85.00); (anything requested with less than 2 business days advance notice, excluding performance);

After Hours (\$90.00): (any requested taking place between 10PM EST and 7AM EST

with a 2 hour minimum for each class.

#### 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.

#### 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.

**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.

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Authorized Individual

Joseph Nicosia, C.O.O.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL READING SERVICES BY INDEPENDENT CONTRACTOR FOR DYSLEXIA THERAPY PROFESSIONAL SERVICES— WNY DYSLEXIA SPECIALISTS, LLC. 7/01/24—06/30/25**

WHEREAS, The District wishes to hire WNY Dyslexia Specialists, LLC as an independent agency to render professional services; and

WHEREAS, The current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of \$155 per 60-minute session. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Dyslexia therapy for students, between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., 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 Agreement; and

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

WYN DYSLEXIA SPECIALISTS, LLC  
4476 Main Street  
Suite 200  
Amherst, NY 14226

#### AGREEMENT

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and WNY DYSLEXIA SPECIALIST, LLC., a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per visit rate of \$155 for a 60-minute session for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.
4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.
5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.
6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.
7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to

discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.

8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.

9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.

10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL APPLIED BEHAVIOR ANALYSIS SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES— AUTISM LEARNING PARTNERS. 7/1/24—06/30/25**

WHEREAS, The District has hired Autism Learning Partners as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Autism Learning Partners, 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 Agreement; and

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

Autism Learning Partners  
1333 S. Mayflower Ave.  
#220 Monrovia CA 91016

CLINIC: 7041 Transit Road  
East Amherst, NY 14051

## AGREEMENT

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and Autism Learning Partners, a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per hour at a rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for 60 minutes for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.
4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.
5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.
6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.
7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.
8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.
9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.
10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above. On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

### **APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2024-2025**

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

WHEREAS, To assist in attaining the healthy environment the District has entered into an Agreement with the WNY Occupational Health, LLC to provide injury care services and PPD/Mantoux testing; and

WHEREAS, An Amendment to the Agreement has been negotiated to allow renewal of the existing Agreement at updated rates in the 2023-24 school year; therefore, be it

RESOLVED, That the City School District of the City of Niagara Falls approves the attached Agreement with WNY Occupational Health, LLC as it pertains to employee related services, effective July 1, 2024, and ending June 30, 2025, at fees described in 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.

#### AGREEMENT FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 2nd day of July 2024, by and between the SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, party of the first part, herein called the "School District", and WNY OCCUPATIONAL HEALTH, LLC, 621 Tenth Street, Niagara Falls, New York, party of the second part, herein called "Occupational Health."

WITNESSETH:

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

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

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

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

1. During the 2024-25 school year, commencing on July 1, 2024, 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.

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 \$62
3. Physician consultation \$85/hr.
4. Case management 8:00 a.m. to 11:00 p.m. \$200/month
5. PPD/Mantoux Testing \$25
6. DOT Drug Test \$53
7. Breath Alcohol \$23
8. HBsAb Antibody \$29
9. Hepatitis B Vaccination \$100/shot, \$300/series

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

Miscellaneous Radiology Fees:

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

7. This Agreement shall become effective on July 1, 2024 and terminate on June 30, 2025, 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.



**APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES AND THE DELIVERY OF PROFESSIONAL DEVELOPMENT SESSIONS FOR ALL PRE-K TEACHERS USING THE TEACHING STRATEGIES CURRICULUM AND THE TEACHING STRATEGIES GOLD ASSESSMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE CHILD CARE RESOURCE NETWORK FOR THE 2024 - 2025 SCHOOL YEAR**

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, The Child Care Resource Network will provide 250 hours of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$37,500.00; and

WHEREAS, The Contract shall be effective for a term commencing August 25, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and The Child Care Resource Network attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period August 25, 2024 through June 30, 2025 is \$37,500.00; 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 Niagara Falls Board of Education be authorized to execute said Contract; and

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

CONTRACT FOR SERVICES

BY INDEPENDENT CONTRACTOR

THIS AGREEMENT, made this 2nd day of July, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and The Child Care Resource Network 1000 Hertel Avenue Buffalo, New York 14216 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 The Child Care Resource Network as an independent contractor to render to the District the services, and The Child Care Resource Network hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: The Child Care Resource Network shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) 250 hours of coaching services for the Pre-K 3 and 4 programs in 2024-2025 school year.

b) (5) Five days of Professional Development Services for the Pre-K 3 and 4 teachers on the District-wide Superintendent's Conference Days scheduled for August 29, 2024, September 4, 2024, November 5, 2024, January 17, 2025, and March 27, 2025

c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. The Child Care Resource Network shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. The Child Care Resource Network shall not be an employee of the District. The Child Care Resource Network 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 The Child Care Resource Network. Upon receipt of payment invoices, the District shall pay to The Child Care Resource Network its services hereunder a sum not to exceed \$37,500.00 in 10 monthly payments following services rendered upon receipt of invoices. Payment checks payable to the order of The Child Care Resource Network shall be deemed full payment to, and acquittance by The Child Care Resource Network.

5. Indemnification. To the fullest extent permitted by law, The Child Care Resource Network shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The Child Care Resource Network and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Child Care Resource Network 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 August 25, 2024 to June 30, 2025 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 The Child Care Resource Network under this Agreement are unique and personal. Accordingly, The Child Care Resource Network 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES FOR TEACHING STRATEGIES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") (hereinafter Teaching Strategies), FOR THE 2024 - 2025 SCHOOL YEAR**

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 13 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$49,335.00 and

WHEREAS, The Contract shall be effective for a term commencing July 2, 2024 and ending June 30, 2025; 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") attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period July 2, 2024 through June 30, 2025 is \$49,335.00; 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 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 July 2, 2024 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 technical assistance training for new to Pre-K level teachers on Pre-K objectives and the Teaching Strategies curriculum and assessment programs, on August 27th, 28th and 29th of 2024.

b) Two (2) days of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on September 4th and 5th of 2024.

c) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on November 5th of 2024.

- d) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 teachers on November 6th of 2024.
- e) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on January 16th of 2025.
- f) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and 4 curricula on January 17th of 2025.
- g) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on March 27th of 2025.
- h) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on March 28th of 2025.
- i) Two (2) days of coaching services and action planning for the Teaching Strategies Pre-K 3 and 4 curricula on May 7th and May 8th of 2025.
- j) Other duties as deemed 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 \$49,335.00 in 5 payments following services rendered upon receipt of invoices as follows: first payment of \$18,975.00 on November 1, 2024 second payment of \$7,590.00 on December 1, 2024, third payment of \$7,590.00 on February 1, 2025. fourth payment of \$7,590.00 on April 15, 2025 fifth payment of \$7,590.00 on May 31, 2025.

Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

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, it's 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 July 2, 2024 to June 30, 2025 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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND T.E.M.P., LLC FOR PERIOD 07/01/24 - 08/31/25. SOME SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED**

WHEREAS, The District determined that integration of technology in the classroom is essential for the adaptation of technology by the teaching staff; and  
WHEREAS, In the 2009-10 school year the District entered into a Contract with T.E.M.P., LLC to provide professional development services which supported the District's technology initiatives; and

WHEREAS, for school year 2024 -2025 the District chooses to again engage TEMPS. LLC for the services of Trainers, at agree price of \$50 per hour, Tier 3 interventionists, at agree price of \$37 per hour, and a Tier 3 interventionists, at agree price of \$549 per diem rate for a total cost not to exceed Three Hundred Two Thousand and Forty Four Dollars (\$302,044); and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2024 and ending August 31, 2025; therefore, be it

RESOLVED, That the Contract for professional consultant services between the City School District Of The City Of Niagara Falls and T.E.M.P., LLC a copy of which is attached hereto, be approved; and be it further

RESOLVED, that the Contract is subject to such modification as the Superintendent and School District Attorney deem appropriate; and further

RESOLVED, That the President of the Board of Education be and is 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 second day of July, 2024, 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, 308 Havenwood Lane, Grand Island, NY 14702, (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.

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 these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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: Fifty dollars (\$50) per hour not to exceed 40 hours of service per week and 1200 total hours for group for the term of this contract for 4 individuals performing the services, at a not to exceed cost of Sixty Thousand Dollars (\$60,000).

- For interventionists: Thirty-seven dollars (\$37) per hour not to exceed 15 hours per week per individual, for 23 individuals, for a maximum total of 6117 hours for the group, at a not to exceed cost of Two Hundred Twenty Six Thousand and Three Hundred Twenty Nine Dollars (\$226,329)

- For Tier 3 interventionists: Five hundred forty-nine dollars (\$549) per diem rate, at a not to exceed cost of Fifteen Thousand Seven Hundred Fifteen dollars (\$15,715)

- All for a maximum total cost to not exceed Three Hundred and Two Thousand and Forty Four dollars (\$302,044).

- Payment shall be made upon receipt of invoices listing the hours of services rendered by the individuals performing the services.

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, its agents, servants and/or employees.

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 1, 2024 to August 31, 2025, 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.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (FIRE) FOR THE 2024 - 2025 FISCAL YEAR**

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (Fire) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2024; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for Fire Systems of the attached agreement between the City

School District of the City of Niagara Falls and Johnson Controls, Inc. (Fire) for an additional year (07/01/2024 through 06/30/2025); and be it further

RESOLVED, That the terms and conditions of the Contracts are subject to any requirements of the Superintendent and the School District Attorney; and be it further

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

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (HVAC & MECHANICAL) FOR THE 2024 - 2025 FISCAL YEAR**

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (HVAC) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2024; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for chillers, Mechanical Equipment and Facilities Management System Controls, of the attached agreement between the City School District of the City of Niagara Falls and Johnson Controls, Inc. (HVAC) for an additional year (07/01/2024 through 06/30/2025); and be it further

RESOLVED, That the terms and conditions of the Contracts are subject to any requirements of the Superintendent and the School District Attorney; and be it further

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

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

(Resolutions 6.66 to 6.70 – See Boarddocs).

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF CHANGE ORDER NO. SCC-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**



WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-01, consisting of PCI #008, for \$6,209.58 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF CHANGE ORDER NO. SCC-02 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-02, consisting of Bid Alternate #5, for \$170,000.00 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO Scrufari Construction Co. Inc. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$243,771.80; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$12,188.59; and

WHEREAS, The amount of payment the District will issue shall be \$243,771.80 less the required 5% retainage (\$12,188.59) as outlined in the contract, \$231,583.21; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$231,583.21 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO John W. Danforth FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$783,997.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$39,199.87; and

WHEREAS, The amount of payment the District will issue shall be \$783,997.40 less the required 5% retainage (\$39,199.87) as outlined in the contract, \$744,797.53; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$744,797.53 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO John W. Danforth FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)  
CONTRACT 123C**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$604,855.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$30,242.75; and

WHEREAS, The amount of payment the District will issue shall be \$604,855.00 less the required 5% retainage (\$30,242.75) as outlined in the contract, \$574,612.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$574,612.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 2 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon

approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$30,320.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,516.00; and

WHEREAS, The amount of payment the District will issue shall be \$30,320.00 less the required 5% retainage (\$1,516.00) as outlined in the contract, \$28,804.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,804.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO Frey Electric Construction Co. Inc. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$486,113.63; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$24,305.68; and

WHEREAS, The amount of payment the District will issue shall be \$486,113.63 less the required 5% retainage (\$24,305.68) as outlined in the contract, \$461,807.95; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$461,807.95 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 3 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$216,554.98; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$10,827.75; and

WHEREAS, The amount of payment the District will issue shall be \$216,554.98 less the required 5% retainage (\$10,827.75) as outlined in the contract, \$205,727.23; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$205,727.23 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 3 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$134,019.79; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$6,700.99; and

WHEREAS, The amount of payment the District will issue shall be \$134,019.79 less the required 5% retainage (\$6,700.99) as outlined in the contract, \$127,381.80; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$127,381.80 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT NO. 4 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$29,800.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,490.00; and

WHEREAS, The amount of payment the District will issue shall be \$29,800.00 less the required 5% retainage (\$1,490.00) as outlined in the contract, \$28,310.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,310.00 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 11 TO DV Brown & Associates, Inc. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$81,000.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$4,050.00; and

WHEREAS, The amount of payment the District will issue shall be \$81,000.00 less the required 5% retainage (\$4,050.00) as outlined in the contract, \$76,950.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$76,950.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 11 TO CIR Electrical Construction Corp. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$17,680.99; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$884.05; and

WHEREAS, The amount of payment the District will issue shall be \$17,680.99 less the required 5% retainage (\$884.05) as outlined in the contract, \$16,796.94; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$16,796.94 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

The following policy was tabled on a motion by Mr. Bilson, seconded by Mr. Bass.

**APPROVAL OF THE PROPOSED POLICY(IES)**

**VIDEOCONFERENCING TO CONDUCT MEETINGS OF THE BOARD OF EDUCATION IN ACCORDANCE WITH NEW YORK STATE PUBLIC OFFICERS LAW SECTION 103-A EFFECTIVE UNTIL JULY 1, 2025**

**Procedure Videoconferencing Meetings**



The Board of Education of the City School District of The City of Niagara Falls a public body as defined in laws of the state of New York may, in its discretion, use videoconferencing to conduct its meetings pursuant to the requirements of Public Officers Law Section 103-a. provided however that should the Board decide to use videoconferencing to conduct meetings, the following procedure and criteria shall be met:

(a) The Board of Education upon giving of appropriate notice, shall hold a public hearing, for the purpose of adopting a resolution authorizing the use of videoconferencing for its Board meetings.

(b) That following a public hearing, the Board shall adopt the resolution, authorizing the use of videoconferencing which resolution shall set forth these procedures for videoconferencing meetings approved by the Board

(c) That a minimum number of members are to be present to fulfill the Board's quorum requirement in the same physical location for the meeting where the public can attend:

(d) That Members of the Board shall be physically present at any such meeting location using videoconferencing unless such Member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth herein which are to be stated in the resolution approving use of videoconferencing for the meeting, including disability, illness, caregiving responsibilities, first responders, with employer's approval, required to be at his/her work station to maintain full staffing critical to meet emergencies, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting as may be determined and approved by the Board

(e) That except in the case of executive sessions conducted pursuant to section one hundred five of the New York State Public Officers Law , the Board shall ensure that Board Members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon;

(f) That if videoconferencing is to be used to conduct a meeting, the public notice for that meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend;

(g) That the Board shall provide the opportunity for members of the public to view meeting using videoconferencing via video, and to participate in proceedings in person where public comment or participation is authorized; and

(h). That each meeting conducted using videoconferencing shall be recorded and such recordings shall be posted or linked on the District's public website within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;

(i). That the minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public pursuant to section one hundred six of the New York State Public Officer's Law.

(j) That the District shall maintain its official website so long as it utilizes videoconferencing to conduct its meetings.

(k) That the in person participation requirements of paragraph (d) hereof shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the Board determines that the circumstances necessitating the emergency declaration would affect or impair its the ability to hold an in person meeting.

(l) That Open meetings of the Board that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this section, "disability" shall have the meaning defined in section two hundred ninety-two of the executive law of New York State

(m) That these written procedures governing member and public attendance consistent with Section 103-a of the New York State Public Offices Law, adopted by the Board and as may be amended, shall be conspicuously posted on the District's public website.

The procedures provided herein for Videoconferencing of Board Meetings shall become effective upon approval by the Board and shall remain in effect and terminate July 2, 2025.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr.

Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

**The 30-day tabling was waived for the following policy on a motion by Mr. Vilardo seconded by Mr. Paretto.**

**It was adopted on a motion by Mr. Bass seconded by Mr. Paretto.**

**CONCUSSION POLICY-NIAGARA FALLS CITY SCHOOL DISTRICT 2024**

## **7.02 Concussion Policy: Niagara Falls City School District**

Concussion Management policy for athletic training contracts with NFMCC

The following policy is for schools, organizations, and tournaments that are under contract for athletic training services with Niagara Falls Memorial Medical Center (NFMCC) and in partnership with UBMD Orthopaedics & Sports Medicine in Niagara. NFMCC employs certified athletic trainer(s) for contracted services at the school for sports medicine. This policy is based on the Summary and Agreement statement of the 6th International Conference on Concussion in Sport held in Amsterdam in 2022. As a result of this conference, it recommended the use of the SCAT6 concussion evaluation tool as well as the NFCSD implementing the use of the Buffalo Concussion Treadmill Test (BCTT) as a tool to determine initiation of the return to play protocol.

This concussion policy is for students and student athletes from the Niagara Falls City School District (NFCSD) in grades 7-12.

Definition of concussion:

A concussion is a mild traumatic brain injury. Concussions occur when normal brain functioning is disrupted by a blow or jolt to the head, face, neck or elsewhere on the body with an "impulsive" force transmitted to the head. Recovery from concussion will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management.

Defining the nature of a concussive head injury include:

1. A concussion may be caused either by a direct blow to the head, face, neck, or elsewhere on the body with an “impulsive” force transmitted to the head.
2. Concussions typically result in the rapid onset of short-lived impairment of neurologic function that resolves spontaneously.
3. A concussion may result in neuropathological changes, but the acute clinical symptoms largely reflect a functional disturbance rather than structural injury.
4. Concussions result in a graded set of clinical syndromes that may or may not involve loss of consciousness. Resolution of the clinical and cognitive symptoms typically follows a sequential course.
5. Concussions are typically associated with grossly normal structural neuro-imaging studies.

#### Pediatric Concussive injury:

Children, ages (5-18) years old should not return to play (RTP) or training until clinically completely symptom free. Because of the physiological response during childhood head trauma, a conservative return to play approach is recommended. It may be appropriate to extend the amount of time of asymptomatic rest and/or the length of the graded exertion in children and adolescents. It is not appropriate for a child or adolescent athlete with a concussion to RTP on the same day as the injury, regardless of the level of athletic performance. Concussion modifiers apply even more to this population than to adults and may mandate a more cautious RTP advice. In addition, the concept of “cognitive rest” was highlighted, with special reference to a child’s need to limit exertion with activities of daily living and to limit scholastic and other cognitive stressors (eg, text messaging, video games, etc.) while symptomatic. School attendance and activities may also need to be modified to avoid provocation of symptoms.

#### Concussion Evaluation:

The diagnosis of an acute concussion usually involves the assessment of a range of domains, including clinical symptoms, physical signs, behavior, balance, sleep, and cognition. Also, a detailed concussion history is an important part of the evaluation, both in the injured athlete and when conducting a pre-participation examination.

The suspected diagnosis of concussion can include one or more of the following clinical domains:

- a) Symptoms: somatic (eg, headache), cognitive (eg, feeling “like in a fog”) and/or emotional symptoms (eg, lability)
- b) Physical signs (eg, loss of consciousness, amnesia)
- c) Behavioral changes (eg, irritability)
- d) Cognitive impairment (eg, slowed reaction time)
- e) Sleep disturbance (eg, drowsiness)
- f) If any one or more of these components is present, a concussion should be suspected, and the appropriate management strategy instituted.

#### Grading concussions:

With a concussion, an athlete suffers an injury that progressively resolves without complication over 10-14 days. Concussions represent the most common form of this injury and can be appropriately managed by primary care physicians or by certified athletic trainers working under medical supervision. Concussion management ideally is rest until all symptoms resolve and then a graded program of exertion before return to sport. All concussions mandate evaluation by a medical doctor who is comfortable in managing concussion injuries.

#### CONCUSSION MANAGEMENT:

##### Post-injury testing:

NFCSD will implement a functional physiological test. We will do post-injury evaluations with the

SCAT6 form and the BCTT as objective tools in the concussion management process to determine a safe RTP. The student athlete must receive clearance from their primary care physician and/or concussion specialist prior to seeing the district medical director. Once the student athlete is cleared by the district medical director, the student will complete the BCTT and then continue to complete the concussion RTP.

Functional physiological testing allows us to:

- Quantify the amount of aerobic exercise that is safe to perform
- Protect the athlete
- Help determine safe return to play
- Help prevent cumulative effects of multiple concussions
- Prevent lingering effects of concussion and potential catastrophic injury

Return to play protocol:

During the period of recovery, in the first few days (24-48 hours) following the injury, it is important to emphasize to the student athlete that physical AND cognitive rest is required. Activities that require concentration and attention may exacerbate the symptoms and as a result, delay recovery.

Pharmacological therapy:

An important consideration in RTP is that concussed athletes should not only be symptom free, but also should not be taking any pharmacologic agents or medications that may mask or modify the symptoms of concussion. If antidepressant therapy may be commenced during the management of a concussion, the decision to RTP while still on such medication must be considered carefully by the treating clinician.

A player should never return to play while symptomatic.

**"WHEN IN DOUBT, SIT THEM OUT!"**

Niagara Falls City School District (NFCSD) Concussion Protocol

In-Season:

- In the event that an athlete suffers a mechanism of injury and/or signs and symptoms of concussion, a sideline evaluation is performed (SCAT6) to screen the student athlete.
- If it is determined that any athlete is positive for signs and symptoms of concussion, they are immediately removed from that day's contest and/or practice.
  - o Student athletes are ineligible to return on the same day of injury.
  - o Parents/guardian is immediately contacted regarding injury.
  - o Parent/guardian is given a head injury warning sheet of instructions to follow until seen by primary care physician/concussion specialist and/or emergency room based on severity of symptoms and parent choice.
  - o Injury report is completed and injury notification is sent to the school nurse, athletic office, and guidance counselor/principal. The student is disqualified from sports and physical education participation when a concussion is suspected.

Upon return to school/sports, a post injury BCTT is performed once the student athlete is asymptomatic and receives clearance from their PCP and/or Concussion Specialist as well as the district medical director.

Reports:

- Once the Concussion Injury report is completed, the NFCSD school medical director and guidance counselor/principal is informed of the injured student athlete.
- Student athletes MUST be evaluated by their primary care physician/concussion specialist, but the NFCSD school medical director is the one to release students for them to complete the BCTT/RTP protocol.

- The NFCSD medical director will approve or disapprove the BCTT and SCAT6 once completed for the student to be eligible to complete the RTP progression.
- Once the RTP progression is completed, the completed form is sent to the supervising physician of the district athletic trainers and then to the district medical director for approval and for the student to return to sport after ALL approvals have been obtained.

#### Return to Play:

- NFCSD follows the 2022 Amsterdam consensus statement policy for RTP. (see RTP progression protocol form and the 2022 Amsterdam guidelines). The NFCSD medical director has the final say on RTP.

The RTP following a concussion incorporates a step wise process:

1. No activity, complete rest. Once asymptomatic for 24 hours, proceed to levels using the following:
  2. Light aerobic exercise such as walking or stationary cycling or BCTT, no resistance training.
  3. Sport specific exercise (skating in hockey, running in soccer, etc.) progressive addition of resistance training at steps 3 or 4.
  4. Non-contact training drills.
  5. Full contact training and/or exertional testing after medical clearance.
  6. Return to FULL game play.
  7. This progression should be over 5 days for RTP without return of symptoms.
- If a student suffers any return of symptoms during the RTP protocol, they immediately stop the RTP protocol until they are once again symptom free.
  - Once the athlete is symptom free for 24 hours, they can continue with the RTP process where they previously ended.
  - When a student completes the RTP, they are eligible for full release to game activity.

#### Return to Learn:

This is determined by the Primary care physician/Concussion specialist if warranted based on evaluation and symptoms reported by the patient.

Stage 1-no activity: complete cognitive rest, no school attendance, no homework, reading, texting, video/computer games, or computer work for recovery of the injury.

Stage 2-gradual re-introduction of cognitive activity: short 5-15 minutes at a time then relax to the restrictions of stage one. This gradual control increases the sub-symptom threshold of cognitive activities.

Stage 3- catch up: the student can start to catch up on some school work by completing it at home in longer increments of 20-30 minutes at a time, the increase of cognitive endurance by repetition of short periods of self-paced cognitive activity.

Stage 4-limited re-entry to school: finally, re-entry to school for part of the day. This stage is initiated once 1-2 cumulative hours of homework has been achieved. The re-entry into school with accommodations to allow rest or a shortened day will assist in the controlled sub-symptom threshold and increased cognitive load.

Stage 5- full day: starts a gradual reintegration into school increasing to a full day of school and classes, accommodations decrease as cognitive endurance improves.

Stage 6- return to regular school activity: attendance of a full cognitive workload such as taking tests and exams that were missed or currently expected, catch up with missed essential work. This is full recovery into the academic day and at this point a RTP protocol may be initiated.

The above policy will be followed by the healthcare professionals (school medical director, AT supervising physician, school nurses, athletic trainer, coaches, and Athletic Director) that manage the RTP of student athletes at local high schools and colleges that are under contract for athletic training services with NFMMC. This concussion management/RTP protocol will

be followed despite the athlete presenting a prescription note to return to play sooner from their primary care physician and/or emergency room. If an athlete presents a prescription from their primary care physician to their school nurse for the appropriate time frame in regards to RTP. The exertional progressive steps will be followed by the athletic trainer when given approval to start from the NFCSD medical director using the RTP protocol from the SCAT6 form protocol as well as successful completion of the BCTT. The student athlete MUST see the school district medical director after the injury has occurred and RTP progression which MUST be initiated and approved by the district medical director prior to beginning (see attached SCAT6 form). The NFCSD school medical director MUST approve initiation of RTP protocol completed by the school district's athletic trainer. The completed RTP protocol form (See attached form) MUST be approved upon completion by the AT supervising physician as well as the NFCSD school medical director.

#### Concussion Management Team (CMT):

This section summarizes the responsibilities of each profession of the CMT along with the student and student-athlete as well as the parent/guardian of that student. These responsibilities are explained in detail in the NYS Concussion Management and Awareness Act that was enacted on July 1, 2012. These components are to be installed by each profession within the CMT and reviewed on an annual basis.

Student – Review Concussion Information Sheet. Athletes must sign a signature sheet within code of conduct handbook provided by the Athletic Department.

Parent/Guardian - Review district's Concussion Information Sheet. If the child is an athlete, the concussion signature sheet must be signed. – parent & athlete must receive and sign concussion information in order for athlete to participate

Medical Director – Review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

If the school chooses to use the BCTT – the school medical director must be able to understand and interpret the test.

Athletic Trainer Supervising Physician- Review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

The role of the AT supervising physician is to medical supervision of the acting athletic trainers for the NFCSD and to consult and approve as needed in regards to concussion management as well as approval for completed Return to Play protocols for the district.

Private Medical Provider/Specialists (Primary Care Physician) – If possible, review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

- We ask that notes from private medical providers that clear athletes from concussions include: o Clearance for RTP & an exercise progression.

School Nurse – Must be knowledgeable on how to evaluate concussions – ie. SCAT6, must complete the department-approved course for school nurses and athletic trainers every two (2) years. NYSED has approved the course Heads Up to Clinicians for these professions, which is a free web-based course developed by the CDC. It is available at <http://preventingconcussions.org/>.

Director of Physical Education &/Or Athletic Director – Must implement/enforce concussion management program/team. (Make sure everyone on this sports med list has done these).

Athletic Trainer -

- Must complete the department-approved course for school nurses and athletic trainers every two (2) years. NYSED has approved the course Heads Up to Clinicians for these professions, which is a free web-based course developed by the CDC. It is available at <http://preventingconcussions.org/>.

Physical Education/Coach Responsible:

Remove any student who has taken a significant blow to the head or body, or presents with signs and symptoms of a head injury immediately from play because the Concussion Awareness Management Act requires immediate removal of any student believed to have sustained a concussion.

Contact the school nurse or certified athletic trainer (if available) for assistance with any student concussion injury.

Send any student exhibiting signs and symptoms of a more significant concussion to the nearest hospital emergency room via emergency medical services (EMS) or as per district policy.

Symptoms of a concussion include, but are not necessarily limited to:

- Amnesia (e.g. decreased or absent memory of events prior to or immediately after the injury, or difficulty retaining new information)
- Confusion or appearing dazed
- Headache or head pressure
- Loss of consciousness
- Balance difficulty or dizziness, or clumsy movements
- Double or blurry vision
- Sensitivity to light and/or sound
- Nausea, vomiting, and/or loss of appetite
- Irritability, sadness, or other changes in personality
- Feeling sluggish, foggy, groggy, or lightheaded
- Concentration or focusing problems
- Slowed reaction times, drowsiness
- Fatigue and/or sleep issues (e.g. sleeping more or less than usual)

\*Students who develop any of the following signs, or if the above listed symptoms worsen, must be seen and evaluated immediately at the nearest hospital emergency room:

- Headaches that worsen
- Seizures
- Looks drowsy and/or cannot be awakened
- Repeated vomiting
- Slurred speech
- Unable to recognize people or places
- Weakness or numbness in arms or legs, facial drooping
- Unsteady gait
- Dilated or pinpoint pupils, or change in pupil size of one eye
- Significant irritability
- Any loss of consciousness

Suspicion of skull fracture: blood draining from ear, or clear fluid from nose

Inform the parent/guardian of the need for evaluation by their medical provider. The coach should provide the parent/guardian with written educational materials on concussions along with the district's concussion management policy.

Inform the PE director, certified athletic trainer, the school nurse, and/or medical director of the student's potential concussion. This is necessary to ensure that the student does not engage in activities at school that may complicate the student's condition prior to having written clearance by a medical provider.

Ensure that students diagnosed with a concussion do not participate in any athletic activities until, in conjunction with the student's physician, the PE teacher/coach has received written authorization from the medical director or their designee that the student has been cleared to participate.

Ensure that students diagnosed with a concussion do not substitute mental activities for physical activities unless medical provider clears the student to do so (e.g. due to the need for cognitive rest, a student should not be required to write a report if they are not permitted to participate in PE class by their medical provider).

Complete the Department-approved course for coaches and PE teachers every two years. NYSED has approved the course Heads Up, Concussion in Youth Sports for these professions, which is a free web-based course that has been developed by the CDC. It is available at [http://www.cdc.gov/concussion/HeadsUp/online\\_training.html](http://www.cdc.gov/concussion/HeadsUp/online_training.html).

Teacher – Must review information listed below in this section.

Students who have been diagnosed with a concussion require both physical and cognitive rest. Cognitive rest requires that the student avoid participation in, or exposure to, activities that require concentration or mental stimulation including, but not limited to:

- Computers and video games
- Television viewing
- Texting
- Reading or writing
- Studying or homework
- Taking a test or completing significant projects
- Loud music
- Bright lights

Students transitioning into school after a concussion might need academic accommodations to allow for sufficient cognitive rest. These include, but are not necessarily limited to:

- Shorter school day
- Rest periods
- Extended time for tests and assignments
- Copies of notes
- Alternative assignments
- Minimizing distractions
- Permitting student to audiotape classes
- Peer note takers
- Provide assignments in writing
- Refocus student with verbal and nonverbal cues

More information on classroom accommodations can be found at:

<http://www.upstate.edu/pmr/healthcare/programs/concussion/classroom.php>

<http://www.nationwidechildrens.org/concussions-in-the-classroom>

[http://www.cdc.gov/concussion/pdf/TBI\\_Returning\\_to\\_School-a.pdf](http://www.cdc.gov/concussion/pdf/TBI_Returning_to_School-a.pdf)

Guidance Counselor/School Psychologist – Same as Teacher section (above)

Policy written by Tony Surace, M.Ed., ATC: Date: 5/29/08

Revised: 1/7/2010

Revised: 4/17/2012

Revised: 7/29/2012

Revised: 6/17/2013

Revised: 9/19/2017

Revised: 6/11/2020

Revised: 6/1/2022

Revised: 1/22/24 (Reviewed by Sara Minton, MS,



ATC, Anthony V. Surace (Intern), Tony Surace, M.Ed., ATC)  
Director of Sports Medicine at NFMMC in partnership with UBMD Orthopaedics & Sports  
Medicine in Niagara.

Niagara Falls City School District: Section VI Concussion Management Team 2024

Concussion Management Return to Play Protocol

Athlete \_\_\_\_\_ DOB \_\_\_\_\_ Phone \_\_\_\_\_ Grade \_\_\_\_\_

PCP \_\_\_\_\_

Coach \_\_\_\_\_ School \_\_\_\_\_ Sport Mod/JV/V \_\_\_\_\_

MOI \_\_\_\_\_

Functional exercise at each Stage of Rehabilitation

Date of Concussion Injury: \_\_\_\_\_

Date Athlete became asymptomatic: \_\_\_\_\_

Check box when each phase is completed and if no return of symptoms

☐ No activity (Complete physical and cognitive rest (Recovery) # of days \_\_\_\_\_

Date: \_\_\_\_\_

☐ Day 1: Light aerobic exercise for 20 minutes (Walking, swimming, or stationary cycling, keeping intensity to < 70% of maximum predicted heart rate; no resistance training) (Increase heart rate) Date started: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 2: Sport specific exercise for 30 minutes (Skating drills in ice hockey, running drills in soccer, no head impact activities (Add movement) Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 3: Non-contact training drills for 40 minutes (Progression to more complex training drills, ie.

passing drills in football and ice hockey; may start progressive resistance training) (Exercise, coordination, and cognitive load)

Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 4: Full contact practice for full length of practice (Following medical clearance, participate in normal training activities) (Restore athlete's confidence; coaching staff assesses functional skills)

Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 5: Return to play (Normal game play) Date Ended: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

AT : \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

AT Supervising Physician: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

NFCSD Medical Director: \_\_\_\_\_ PrintName: \_\_\_\_\_ Date: \_\_\_\_\_

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

## INFORMATION AND REPORTS

## SUPERINTENDENT'S REPORT

Mr. Laurrie congratulated Mr. Vilardo and Mr. McLeod and welcomed Mr. McLeod to the Board. Also, he congratulated Mr. Petrozzi and Mr. Paretto on their continued leadership positions.

He congratulated everyone involved in the graduation ceremonies - administrators, the maintenance department, specifically the Grounds Crew, and the community whose decorum was respectful and appropriate. The grounds were beautifully maintained and with 4,000 guests everything looked splendid.

Nine students continue to study and hopefully will complete graduation requirements and receive diplomas in September.

The summer program for elementary students will run five days a week at GJ Mann Elementary School from July 15 to August 2. The sports summer program, and the prep and high school summer programs will take place Mondays through Thursdays, through August 15..

Thanks to Rep. Tim Kennedy for securing approximately \$2.5 million for Head Start and Early Head Start. The Congressman visited the DiFrancesco Center on 24th Street where, Mrs. Dunn and Mr. Vilardo were also present representing the Board.

One-year-old and two-year-old children are on waiting lists to start early childhood education programs. Hopefully the District can expand these programs going forward.

Mr. Carella used American Rescue Funds for Math Academic Intervention Services for elementary students. As a result, whereas last year 68% of students improved, this year 75% improved. Consequently, 103 fewer students require math help today.

Congratulations to the Maryvale, Wellsville, and Falk school districts, which are piloting the State's new graduation standards.

Finally, Mr. Laurrie thanked the Board for its support and wished all a happy Independence Day.

#### **BOARD MEMBERS REPORT AND COMMENTS**

Members of the Board congratulated Mr. Vilardo, Mr. McLeod, Mr. Petrozzi and Mr. Paretto on their elections, as well as 2024 graduates. Many wished the returning students a safe and enjoyable summer.

Mr. Vilardo specifically thanked employees and members of the District Parent Committee who supported him in the race for the Board.

Mr. Cancemi shared that the Niagara Falls Education Foundation recently received \$5,000 from the Niagara County legislators.

Mr. McLeod thanked the Board and staff for welcoming him and remarked that it was an honor to serve on the Board.

#### **ADVANCED PLANNING**

**FUTURE AGENDA ITEMS**

FUTURE MEETING DATES: THURSDAY, AUGUST 29, 2024

**ADJOURNMENT** on a motion by Mrs. Dunn seconded by Mr. Cancemi. All in favor. Adjourned.

**MEETING ADJOURNED in memory of:**

Sally Jost, mother of UPK teacher Laura Piazza.

Rev. Joseph Levesque, C.M. , President Emeritus, Niagara University.

Angelo Sarkees, uncle of physical education teacher Joe Sarkees.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Glaser", written in a cursive style.

Judith Glaser, District Clerk.

**DATE:** August 29, 2024

**KIND OF MEETING:** ARS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Capizzi, Mr. McLeod (excused)

**Mr. Laurrie introduced Markasia McCreary, an accountant for the District. Mrs. Buchman, PSA, was also welcomed.**

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mr. Schwertfager, Mtr. Wojton, Mr. Smeal, Mr. Carella, Ms. Doerr, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

A review of the agenda was held. Therein, Mr. Laurrie recognized Mr. Coney for contacting First Student to address issues with transporting students.

Also noted, NFHS will offer 50 college-credit bearing classes this year.

**Opening of Schools:** Mr. Smeal reported that:

Building fire alarm system testing is ongoing and is currently 70% complete.

All playground safety inspections completed for 2024. The cleaning of District buildings is on schedule and as of August 28th, cleaning is 90-95% complete. All District backflow preventers have been inspected and certified. The gymnasiums at Maple Elementary, Hyde Park Elementary and GJ Mann Elementary floors have been refinished. Replacement of boiler plant condensate receiver system at NFHS is complete. Replacement of boiler plant at Community Education Center is complete. Replacement of boiler plant at Cataract Elementary 98% complete and will be complete for the start of School. Replaced hardscape play area for DiFrancesco Center Head Start Program.

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condensate receiver system at NFHS is complete. Replacement of boiler plant at Community Education Center is complete. Replacement of boiler plant at Cataract Elementary 98% complete and will be complete for the start of School. Replaced hardscape play area for DiFrancesco Center Head Start Program.

Ms. Massaro reported that staffing has remained fluid over the summer:

HIRED/REHIRED = 249 Staff members have been hired/rehired. Three administrators, two principals and one assistant principal will be appointed.

Unfilled certificated positions include music, art, and special education teachers; substitutes needs for regular and long-term subs may change as people requests leaves of absence.

New staff orientations have taken place for certificated and classified staff members.

Training and Professional Development took place or will be held for 12-month staff, maintenance department staff, all associates, senior school monitors, cooks, assistant cooks, food service staff, special education and ACCA and NFT.

Mr. Granieri reported that various technology upgrades took place including a PowerSchool rollover to address new school year changes; network and system entrances in place, including student rostering and system administration; Office 365 builds and resets;

Technology Committee district and Instructional software use reviews.

New software includes - IReady, World Languages. EGoldFax, Wilson Language training, ++

Additionally, a new auditorium projector is being installed; upgrades to wireless access systems are being undertaken; servers, configurations and wireless access points have been assessed.

Hardware resets and upgrades were made to additional security camera adds, proxy card equipment, the network including security patches, administrative laptops, specialized laptops for assistive technology, the new PTECH classroom, approximately 12,000 student laptops.

The District is introducing new Lenovo 500 w laptops for grades 3 through 6 classrooms.

Cybersecurity is continually addressed, including by the following means:

Cybersecurity is continually addressed, including by the following means:  
Introduction of additional encryption tools to combat phishing events.  
Continued HRO sponsored Vector cyber awareness training.  
Full 2nd factor authorization for staff email and Office 365 access.

Mr. Carella and Mr. Wojton reported on elementary curriculum and instruction.

Regarding ELA, updated assessment protocols for better alignment and review of student progress will be implemented.

Regarding Mathematics: staff revised all curriculum for grades K-6 and purchased new core resource: I-Ready Classroom Mathematics

Regarding Science, District assessments leading to the Gr. 5 NYS Science Assessment were revised after the first year of use

Regarding Social Studies, new curriculum maps have been created, which integrate primary grades (K-2) Social Studies Standards and Performance Indicators into Language Arts instruction.

All Art, Music, and Elementary PE curricula were updated and all maps are aligned to the updated State Standards (this was approved in 2017.)

All elementary curriculum grades PK – 6 has been revised/updated and resourced over the last two years.

#### Elementary Professional Development

District's certified Wilson Language Foundations trainers trained 90 teachers this summer – sessions ranged from refining practice to introductory training for new K-2 level teachers

More than 120 teachers completed six hours of training on preparing to teach the updated math curriculum with newly adopted I-Ready core materials.

With respect to prep level instruction, Math Gr. 7 & 8: All curriculum is updated, and grade 7 teachers selected new resources.

Science: District assessments leading to the Gr. 5 NYS Science Assessment were revised after the first year of use

World Language (formerly LOTE): All Spanish courses, 1 – 5, have updated curriculum aligned to new State Standards and new digital resources

The Arts: Art/Music/Media/Theater – updating of curriculum PK – 8 is complete. Once HS courses are updated, the district will qualify for the Individual Arts Assessment Pathway (4 +1 option for HS graduation)

Physical Education – All PE Curriculum is newly revised PK – 12

\*New NYS State Standards must be in place by September 24

For NFHS, 12 courses have been revised or created – making a total of 35 since spring of 2023.

New course offerings include:

Concept Art/Cartooning

Introduction to Robotics

Fundamentals of Cyber Security

Entrepreneurship I and II

Music Theory I

Statistics

Mr. Carella points out that NFCSD is the only District in the State to have two PTECH grants.

The following grant-funding sources are also helpful to curriculum and student safety initiatives:

STOP Grant – Anonymous Reporting System, Threat Assessment Teams, Building Threat Assessments.

Mental Health Grants: Family Support Center Grand Opening

P-TECH –

MET Cohort 4 begins 9th grade – 35 students

Cohort 1 is entering 12 grade – college advisement plans are ongoing

Computer Science – grant Y2, Cohort 1 begins 9th grade – 38 students

McKinney-Vento – work on clothes closets and family support room at CEC was ongoing throughout the summer.

To address mental health and student well-being,

Staff have updated the District Mental Health Supports Guide, which will be distributed to schools and available on the School and District website.

Currently, counselors are addressing attendance, social workers are addressing immunizations.

Continuing initiatives include: School-Based Counseling Plan

Social Work Department

Trauma-Informed Educational Practice

Sustainability and planning session with district and school administrators

Process, documents and training of the District Trauma Response Team

Family and Community Engagement Program.

**DATE:** August 29, 2024

**KIND OF MEETING:** Regular

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 7 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo. \* Participated remotely.

**MEMBERS ABSENT:** Mr. Capizzi, Mr. McLeod (excused)

## **2.01 Pledge of Allegiance**

## **2.02 Prayer**

## **3. Letters and Communications**

3.01 Oral Communications – Public Comment on agenda-related items –

3.02 Written Communications – None.

#### **4. Recommended Actions - Routine Items**

Mr. Cancemi moved for approval of the minutes of the following meetings. Mr. Paretto seconded the motion.

Regular Meeting of July 6, 2024

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Mr. Cancemi for approval of the Budget Transfer #1 . Mr. Paretto seconded the motion.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Motion by Mr. Bilson for approval of bids, seconded by Mr. Cancemi.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

#### **BIDS**

1. Bid No. 6 Printing and Distribution of Additional “Your Public Schools” Newsletter
2. No. 7 Athletic Strength Training and Nutrition Coaching Services
3. Bid No. 8 On-Call Plumbing Services

#### **TREASURER’S REPORT**

The Treasurer’s Report for June 2024, July 2024 was received and filed.

#### **BUDGET STATUS REPORT**

The Budget Status Report as of July 2024, was received and filed.

#### **Personnel Report Certificated**



Mr. Cancemi moved to add the presented addendum to the certificated report. Mr. Paretto seconded the motion.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Mr. Cancemi moved for approval of the certificated report. Mr. Vilardo seconded the motion.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Mr. Laurrie congratulated new staff and extoled new administrators: Mr. Murgia, Vice Principal, GPS; Mr. Briglio, Principal, GJ Mann; Mr. Ventry, Principal NFHS; Mrs. Buchman, Principal on Special Assignment, Central Office; Mr. Baldassarre, Principal, LPS.

### **Personnel Report - Classified**

Mr. Cancemi moved to add the presented addendum to the classified report. Mr. Paretto seconded.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Mr. Cancemi moved for approval of the classified report. Mr. Paretto seconded the motion.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

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

## **Committee on Special Education Report**

The Committee on Special Education met on May 1, 8, 22, 29, 30, 2024; and June 6, 11, 13, 2024; and July 22, 2024; and August 13, 2024 to review Annual Reviews, and April 26, 2024; and May 23, 25, 29, 30, 2024; and June 12, 13, 20, 21, 24, 25, 27, 2024; and July 8, 9, 10, 16, 17, 18, 19, 25, 29, 30, 2024; and August 7, 8, 9, 12, 13, 14, 16, 19, 2024 to review and initiate the placement of students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Committee on Special Education. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, Superintendent of Schools, will answer questions pertaining to this item.

**ALTERNATIVE ACTION:**

None.

**RECOMMENDATION:**

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on May 1, 8, 22, 29, 30, 2024; and June 6, 11, 13, 2024; and July 22, 2024; and August 13, 2024 to review Annual Reviews, and April 26, 2024; and May 23, 25, 29, 30, 2024; and June 12, 13, 20, 21, 24, 25, 27, 2024; and July 8, 9, 10, 16, 17, 18, 19, 25, 29, 30, 2024; and August 7, 8, 9, 12, 13, 14, 16, 19, 2024 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

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

**Committee on Pre-School Special Education Report**

## BACKGROUND INFORMATION

The Committee on Pre-School Special Education met on June 27, 2024; and July 5, 8, 10, 11, 12, 16, 22, 24, and 31, 2024; and August 1, 5, 9, 15, 22, and 23, 2024; to review and initiate the placement of preschool students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Pre-school Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Special Education Department. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, School Superintendent, will answer questions pertaining to this item.

## ALTERNATIVE ACTION:

None.

## RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education

The Committee on Pre-School Special Education met on June 27, 2024; and July 5, 8, 10, 11, 12, 16, 22, 24, and 31, 2024; and August 1, 5, 9, 15, 22, and 23, 2024; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2024-2025 school year.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

#### 4.10 Short-Term Contract(s)

Mr. Cancemi moved for approval of the following short-term contracts, Mr. Bilson seconded the motion.

1. Dr. Marcus Thomeer Institute for Autism Research Canisius University Staff Autism Training \$185.00/hr 6 hours F2250 404-098-0722 September 4, 2024
2. Child Care Resource Network Athena Howk Cultural Responsiveness and Inclusive Practices Professional development \$750.00 F2330.404.096.TT25 F2330.404.098.TT25 November 5, 2024
3. Carnegie Learning World Language Resources Workshop-Spanish \$4,050.00 A2010.400.002 August 29, 2024
4. Curriculum Associates Teacher Training for Ready Reading Pilot Program \$2,200 A2010.400.002 August 29, 2024
5. Lift Enrichment, Inc Youth Mentoring Culinary Arts workshops 40 days - HP/Abate \$21,190.00 F2110-404-098-9624 Oct.- Dec. 2024
6. Grace Turner Dynamic Drum Arts of WNY Pre-K Jamboree \$400.00 F2510.404-098-3125 August 8, 2024
7. Tim Murphy Fun Buffalo Outdoor Games for Children Pre-K Jamboree \$325.00 F2510.404-098-3125 August 8, 2024
8. New Punjabi Halal Food Inc. Food for Pre-K Jamboree \$690.00 F2510.404-098-3125 August 8, 2024
9. MBC North, Inc Ice Cream Truck for Pre-K Jamboree \$1,050.00 F2510.404-098-3125 August 8, 2024
10. Buffalo Science Museum Meghan Dye Bubble Blast for Pre-K Jamboree \$348.38 F2510.404-098-3125 August 8, 2024

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo seconded the motion.

#### July 2024 Head Start Report and Budget -

The DiFrancesco Center held an End of the School Year Family Fun Day on June 14th and 18 parents/family members volunteered and worked in partnership with staff to facilitate fun activities for the children.

June 24th was Moving Up Day for Head Start students transitioning into Kindergarten in September. The teachers planned a wonderful event and a total of 104 parents/family members attended the celebration to mark this milestone.

The last day of school for Head Start students at the DiFrancesco Center was June 25th. It included a Bike Rodeo for the students with a Parent Coffee Social afterwards. A total of 12 parents/family members participated.

A combined total of 4,359 meals were served in June (1,500 - Breakfasts; 1,470 - Lunches; 1,389 - Snacks).

The DiFrancesco Head Start Parent Committee held their final meeting of the school year on June 13th and had the highest number of parents in attendance to date with a total of 36.

A total of 4 parents participated in a parent lunch and learn workshop at the Niagara Falls Public Library. They learned about Juneteenth and made a bracelet using threads of the Juneteenth colors.

The final Policy Council meeting of the 2023-2024 school/program year was held on June 26th. Policy Council meetings will resume in September.

The CEC Early Head Start Parent Committee held their monthly meeting on June 28th with a total of 11 parents in attendance.

The CEC Early Head Start Parent Committee held their final meeting of the school year on July 11th that included a Parent Coffee Social. A total of 13 parents participated.

On July 19th Early Head Start held an End of the School Year Family Fun Day that consisted of Hawaiian themed art activities and games and 15 parents/family members attended.

The last day of school for Early Head Start students at the CEC was July 23rd.

A total of 1,370 meals were served in July (449 – Breakfasts; 465 – Lunches; 456 – Snacks).

NYS Office of Children and Family Services released a second round of funding for the Workforce Retention Grant to distribute to our HS/EHS employees who met the eligibility criteria. These Workforce Retention funds were issued in the form of a bonus to all eligible HS/EHS employees in the last pay period for the month of June.

On July 1st we received a letter from Carolyn Baker, Regional Program Manager, Office of Head Start, Region 2 congratulating us on reaching our full funded enrollment for Early Head Start.

Family Services Team executed many recruitment efforts for enrollment in HS/EHS for the 2024 – 2025 school year. They consisted of a variety of methods that included, canvassing the community with flyers at local businesses, pediatric offices, community-based organizations, public libraries, Hyde Park community pool and splash pad, and City Market. This also included weekly events at the Doris W. Jones Family Resource Center, St. Mary's Neighborhood Health Clinic and Project Connect Niagara event held at Heart, Love, and Soul on July 17th.

- A press conference was held at the DiFrancesco Head Start Center on July 1<sup>st</sup> to announce our grant award for Head Start/Early Head Start. Speakers included: U.S. Congressman, Tim Kennedy; Niagara Falls Mayor, Robert Restaino, and Superintendent, Mark Laurrie. Niagara Falls City Council Representative, Brian Archie; Niagara Falls Board of Education Members, Nick Vilardo and Clara Dunn; and Policy Council Community Representative, Robert DiFrancesco attended the event along with 11 HS/EHS parents and 6 HS/EHS staff.
- Head Start (June)
  - 90 Registered/Enrolled  
(6 Classrooms)
    - 64 – 4 yr. old
    - 26 – 3 yr. old
    - 19 w/ an Individualized Education Program (IEP)
    - 4 Homeless
    - 6 Registrations/Applications on the Waitlist

- Early Head Start (June)
  - 40 Registered/Enrolled  
(5 Classrooms)
    - 22 – Threes (36 months – over)
    - 14 – Twos (24 – 35 months)
    - 2 – Toddlers (19 – 23 months)
    - 2 – Mobile Infants/Waddlers (13 – 18 months)
    - 0 – Infant (12 months & under)
    - 7 w/ an Individualized Family Services Plan (IFSP)
    - 32 Registrations/Applications on the Waitlist *\*Most are now age eligible for HS enrollment for the 2024-2025 school year*

Head Start (July)

Does not operate in July, closed for summer recess.

- Early Head Start (July)
  - 40 Registered/Enrolled  
(5 Classrooms)
    - 24 – Threes (36 months – over)
    - 16 – Twos (24 – 35 months)
    - 2 – Toddlers (19 – 23 months)
    - 2 – Mobile Infants/Waddlers (13 – 18 months)
    - 0 – Infant (12 months & under)
    - 9 w/ an Individualized Family Services Plan (IFSP)
    - 1 w/ an Individualized Education Program (IEP)

| Head Start Budget Progress - As of 07/31/2024 |  |             |
|-----------------------------------------------|--|-------------|
|                                               |  |             |
| Head Start Allocation                         |  | \$1,701,107 |
| Year-to-date Expenses                         |  | \$31,337    |
| Year-to-date Remaining Balance                |  | \$1,590,873 |
| Year-to-date Encumbered                       |  | \$78,897    |
| YTD Percentage Spent                          |  | 1.84%       |

| TTA Budget Progress - As of 07/31/2024 |  |          |
|----------------------------------------|--|----------|
|                                        |  |          |
| Training & Tech Assist Allocation      |  | \$34,219 |

|                                |  |          |
|--------------------------------|--|----------|
| Year-to-date Expenses          |  | \$0      |
| Year-to-date Remaining Balance |  | \$17,736 |
| Year-to-date Encumbered        |  | \$16,483 |
| YTD Percentage Spent           |  | 0.00%    |

#### Early Head Start Budget Progress - As of 07/31/2024

|                                |  |           |
|--------------------------------|--|-----------|
|                                |  |           |
| Early Head Start Allocation    |  | \$759,205 |
| Year-to-date Expenses          |  | \$29,078  |
| Year-to-date Remaining Balance |  | \$727,627 |
| Year-to-date Encumbered        |  | \$2,500   |
| YTD Percentage Spent           |  | 3.83%     |

#### ARP HS/EHS - As of 07/31/2024

|                                |  |           |
|--------------------------------|--|-----------|
|                                |  |           |
| ARP HS/EHS Allocation          |  | \$368,215 |
| Year-to-date Expenses          |  | \$202,163 |
| Year-to-date Remaining Balance |  | \$166,052 |
| Year-to-date Encumbered        |  | \$0       |
| YTD Percentage Spent           |  | 54.90%    |

#### Total Budget Progress - As of 07/31/2024

|                  |  |             |
|------------------|--|-------------|
|                  |  |             |
| Total Allocation |  | \$2,862,746 |

|                         |           |             |
|-------------------------|-----------|-------------|
| Year-to-date Expenses   |           | \$262,578   |
| Year-to-date Balance    | Remaining | \$2,502,288 |
| Year-to-date Encumbered |           | \$97,880    |
| YTD Percentage Spent    |           | 9.17%       |

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## New Business

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

### **APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 INDIAN EDUCATION GRANT (SG 1, 3)**

WHEREAS, The Niagara Falls City School District submitted an application for the Indian Education Grant to provide a cultural awareness program for the Native American children in its public school grades K-12; and

WHEREAS, To achieve its objectives, the Niagara Falls Board of Education has developed a program which combines activities with the Cayuga language, Iroquois culture and the Home-School Liaison areas; and

WHEREAS, District staff submitted an application for the 2024/2025 Indian Education Grant; and

WHEREAS, The Instructional Program Services Office received official notification of approval of grant award in the amount of \$125,619.00; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2024/2025 Indian Education Grant; and

RESOLVED, That the amount of said award be \$125,619.00 credited to Revenue Account F4289.150.25 and

RESOLVED, That the monies be expended in the following function/object codes:

| Account             | Description                  | Budget      |
|---------------------|------------------------------|-------------|
| F 2110.120-052-1525 | 24/25 IND ED - CULTURAL TCHR | \$33,048.00 |
| F 2110.140-098-1525 | 24/25 IND ED - SCHEDULE B    | \$2,385.00  |
| F 2110.150-052-1525 | 24/25 IND ED - GRANT ADMIN   | \$33,048.00 |
| F 2110.400-098-1525 | 24/25 IND ED - PRCHD SRVCS   | \$4,000.00  |
| F 2110.409-098-1525 | 24/25 IND ED - TRAVEL        | \$4,000.00  |



|                                             |                           |                     |
|---------------------------------------------|---------------------------|---------------------|
| F 2110.450-098-1525                         | 24/25 IND ED - SPLS       | \$6,157.00          |
| F 2110.802-096-1525                         | 24/25 IND ED - TRS        | \$6,924.00          |
| F 2110.803-096-1525                         | 24/25 IND ED - FICA       | \$5,239.00          |
| F 2110.807-096-1525                         | 24/25 IND ED - HEALTH INS | \$30,818.00         |
|                                             |                           | <b>\$125,619.00</b> |
| <b>Revenue Code:</b><br><b>F4289.150.25</b> |                           |                     |

#### ABSTRACT

1. School District – School District of the City of Niagara Falls, New York
2. Title of Project – Indian Education
3. Funding Source – United States Department of Education
4. Total Budget - \$125,619.00
5. Total Staff Required – 2
6. Number of Clients Served – 226
7. Major Objectives:
  - These funds made available to the Niagara Falls School District under the Indian Education Act will supplement and insure the operation of the Cultural Awareness Program through Cayuga Language and Iroquois Culture classes made available to Indian students in the school system and not duplicating any other available programs

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

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

#### **APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 TEACHER RESIDENCY GRANT (SG 1, 2)**

WHEREAS, The Niagara Falls City School District submitted an application for the Teacher Residency Grant through the NYS Department of Labor; and

WHEREAS, Under the Teacher Residency Grant, the City School District of the City of Niagara Falls will partner with Niagara University to provide teacher development in the content areas of Special Education, Science, Social Studies, Languages, ELA and Elementary Education; and

WHEREAS, The District anticipates a total of 28 teacher residences to flow through the program; and

WHEREAS, The District is responsible for recruiting teacher participants and providing candidates with opportunities to practice teaching skills; and

WHEREAS, District staff submitted an application for the 2024/2025 Teacher Residency Grant; and

WHEREAS, The District received official notification of approval of grant award in the amount of \$740,600.00; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2024/2025 Teacher Residency Grant; and

RESOLVED, That the amount of said award be \$740,660.00 credited to Revenue Account F3289.440.24 and

RESOLVED, That the monies be expended in the following function/object codes:

| Account             | Description                     | Budget       |
|---------------------|---------------------------------|--------------|
| F 2110.151-098-4424 | 23/24 TCHR RSDNCY - STIPENDS    | \$350,000.00 |
| F 2110.404-098-4424 | 23/24 TCHR RSDNCY - PRCHD SRVCS | \$357,000.00 |
| F 2110.540-098-4424 | 23/24 TCHR RSDNCY - SUPPLIES    | \$33,600.00  |
|                     |                                 | \$740,600.00 |

Revenue Code: F3289.440.24

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo seconded the motion.

**APPROVAL OF ENROLLMENT PROJECTIONS FOR SCHOOL YEAR 2024/2024 (SG 1)**

WHEREAS, It is necessary that the Board of Education each year approve the enrollment projections for the next school year; and

WHEREAS, The projections are used as a basis for interpreting staff needs, supply items expenditures, evaluating racial balance, developing the school capacity report, and for studying the feasibility of adjusting facilities to future needs; therefore be it

RESOLVED, That the Board of Education approve the enrollment projections for 2024/2025 as listed below:

| Grade           | Without "500" Students <sup>1</sup> | With "500" Students <sup>2</sup> |
|-----------------|-------------------------------------|----------------------------------|
| Universal Pre-K | 524                                 | 524                              |
| Kindergarten    | 498                                 | 509                              |
| Grade 1         | 483                                 | 498                              |
| Grade 2         | 494                                 | 504                              |
| Grade 3         | 466                                 | 474                              |
| Grade 4         | 488                                 | 508                              |
| Grade 5         | 500                                 | 513                              |
| Grade 6         | 432                                 | 445                              |
| Grade 7         | 506                                 | 510                              |
| Grade 8         | 509                                 | 521                              |
| Grade 9         | 546                                 | 557                              |
| Grade 10        | 537                                 | 544                              |
| Grade 11        | 454                                 | 459                              |
| Grade 12        | 593                                 | 597                              |

Special Education     1,075   1,075  
Total Projected Enrollment   8,105   8,238

<sup>1</sup> Registered students in the NFCSD (no "500" codes or charter school students)

<sup>2</sup> Projected 2024/2025 students in "NFCSD classrooms including 500 codes and Charter School students

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Bilson moved to table the following resolution. Mr. Vilardo seconded the motion.

**APPOINTMENT OF DELEGATE TO THE 2024 NEW YORK STATE SCHOOL BOARDS ASSOCIATION VIRTUAL BUSINESS MEETING (SG 4)**

WHEREAS, The New York State School Boards Association will conduct a virtual fall business meeting on October 10, 2024; and

WHEREAS, Voting on crucial issues coming up at this business meeting can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This delegate should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints xxxxxxxx xxxxxx as its delegate to the 2024 New York State School Boards Association Conference.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Motion tabled.**

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo seconded the motion.

**APPROVAL OF MORGAN STANLEY AS AN ADDITIONAL OFFICIAL BANK DEPOSITORY 9/1/2024 – 6/30/2025 (SG 3)**

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

WHEREAS, The District is recommending that Morgan Stanley be added to handle a District account; therefore, be it

RESOLVED, That the Board of Education designate, Morgan Stanley as an Official Bank Depository for school funds for the period September 1, 2024, through June 30, 2025; and be it further

RESOLVED, That the maximum amount which may be deposited in any Official Bank Depository shall not exceed \$100 million dollars; and be it further

RESOLVED That the 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 the City of Niagara Falls City School District business with the depositories herein named.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF THE DISTRICT COMPREHENSIVE IMPROVEMENT PLAN AND SCHOOL COMPREHENSIVE EDUCATION PLANS REQUIRED ANNUALLY BY NYSED FOR ADDITIONAL TARGETED SUPPORT AND IMPROVEMENT AND TARGETED SUPPORT AND IMPROVEMENT DISTRICTS AND SCHOOLS FOR 2024 - 2025 (SG 1, 3)**

**A motion is recommended for the approval of the following resolution: Approval of the District Comprehensive Improvement Plan for 2024-2025, and three School Comprehensive Education Plans required for Additional Targeted Support and Improvement and Targeted Support and Improvement Schools for the 2024-2025 school year.**

WHEREAS, The State Education Department requires the development of A District Comprehensive Improvement Plan for Targeted Support and Improvement Districts, and School Comprehensive Education Plans for Additional Targeted Support and Improvement and Targeted Support and Improvement Schools; and

WHEREAS, The City School District of the City of Niagara Falls has been identified as a Target District, 79th Street Elementary School, and Gaskill Preparatory School have been identified as Additional Targeted Support and Improvement schools and Niagara Falls High School has been identified as a Targeted Support and Improvement school for lack of adequate yearly progress in various accountability subgroups under NYSED's approved Every Student Succeeds Act (ESSA) plan; and

WHEREAS, A District Comprehensive Improvement Plan and three School Comprehensive Education Plans have been developed which meet all NYSED requirements; now therefore be it

RESOLVED, That the Board of Education approve the District Comprehensive Improvement Plan and three School Comprehensive Education Plans for 2024-2025, copies of which are on file in the District Clerk's Office and posted on the District and each school's website.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC**

**ASSOCIATES, LLC, FOR STAKEHOLDER SURVEY ADMINISTRATION AND REPORTING, FROM SEPTEMBER 1, 2024 – JUNE 30, 2025 (SG 4)**

WHEREAS, Target districts require support and guidance for survey administration and analysis; and

WHEREAS, The District wishes to retain PLC Associates, LLC, to provide the necessary services required for the district's eleven schools; and

WHEREAS, The Contract will be for a term commencing September 1, 2024, and terminating June 30, 2025 for an amount not to exceed \$27,285.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with PLC Associates, LLC, a copy of which is hereto attached which provides, among other things, for a term commencing September 1, 2024 and terminating June 30, 2025 for an amount not to exceed \$27,285.00; 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 Contract, made this 29th day of August, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and PLC Associates, LLC, PO 17177 N. Livonia MI, 48152, hereinafter called the "Second Party");

W ITNESSETH:

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 Targeted Support and Improvement 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 Targeted Support and Improvement School planning, which services shall include, without limitation, the following:

- Creation, administration guidance and summative reports for Stakeholder Survey instruments and quarterly Status Checks;

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 Contract, and the relationship to the First Party during the term of this Contract 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 \$27,285.00 provided the services have been completed, payable in installments as follows. PLC shall invoice the District quarterly for services rendered, on or about the following dates: February 3, 2025 for \$3,000, May 3, 2025 for \$12,142.50, and June 30, 2025 for \$12,142.50. 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, LLC.

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 party 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 9/01/24 through 6/30/25, 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY  
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC**

**ASSOCIATES, LLC, FOR PROFESSIONAL DEVELOPMENT SERVICES, FROM  
SEPTEMBER 1, 2024 – AUGUST 31, 2025 (SG 1)**

WHEREAS, ATSI and TSI schools require support and guidance for data gathering, professional development, and SCEP monitoring; and

WHEREAS, The District wishes to retain PLC Associates, LLC, to provide the aforementioned services for the three schools; and

WHEREAS, The Contract will be for a term commencing September 1, 2024, and terminating August 31, 2025 for an amount not to exceed \$127,375.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with PLC Associates, LLC, a copy of which is hereto attached which provides, among other things, for a term commencing September 1, 2024 and terminating August 31, 2025 for an amount not to exceed \$127,375.00; 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 Contract, made this 29th day of August, 2024, 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, LLC, PO 17177 N. Livonia MI, 48152, hereinafter called the "Second Party");

W ITNESSETH:

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 Targeted Support and Improvement 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 Targeted Support and Improvement School planning, which services shall include, without limitation, the following:

- Leadership Coaching and Professional Development on high leverage instructional strategies for teachers;

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited

to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 Contract, and the relationship to the First Party during the term of this Contract 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 \$137,375.00 provided the services have been completed, payable in quarterly installments each of \$34,343.75. PLC shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: December 2, 2024, February 3, 2025, May 1, 2025, and August 30, 2025. 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, LLC.

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 party 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 9/01/24 through 8/31/25, 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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



**APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE TRAINING CORPORATION FOR WILSON LANGUAGE FACILITATOR TRAINING, FROM SEPTEMBER 1, 2024 – JUNE 30, 2025 (SG 2)**

WHEREAS, the District is committed to providing quality foundational skills curriculum and instruction to all pupils in grades Kindergarten to 3; and

WHEREAS, The District will retain the Wilson Language Training Corporation to provide said training and site visits;

WHEREAS, The Contract will be for a term commencing September 1, 2024, and terminate June 30, 2025 for an amount not to exceed \$16,400 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with Wilson Language Training Corporation, a copy of which is hereto attached which provides, among other things, for a term commencing September 1, 2024 and terminating June 30, 2025 for an amount not to exceed \$16,400; 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 Contract, made this 29th day of August, 2024, 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 Wilson Language Training Corporation, 47 Old Webster Road, Oxford, MA 01540, hereinafter called the "Second Party");

W ITNESSETH:

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 facilitator training and on-site school support, 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 training and professional development, which services shall include, without limitation, the following:
  - a) Foundations Level 3 Facilitator and Certification and Presenter training;
  - b) Foundations site in-person demonstration school coaching;

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 Contract, and the relationship to the First Party during the term of this Contract 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 \$16,400.00 provided the services have been completed, payable immediately after each site visit and commencement of Facilitator training. 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, Wilson Language Training Corporation.

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 party 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 9/01/24 through 6/30/25, 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF AMENDED AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PRIDE HEALTHCARE STAFFING, LLC (PHC) FOR 2024/2025 (SG 2)**

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 RNs for special needs students upon request, on an as needed basis in the past and will continue to provide RN services through a contract with Pride Healthcare Staffing, LLC ("PHC") who will provide qualified RNs to the District; and

WHEREAS, the agreed upon fee for the services rendered pursuant to the terms of the proposed Contract are the standard rate of \$55.00-\$60.00 per hour dependent on the RN certifications; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Amended Agreement attached here to with Pride Healthcare Staffing, LLC ("PHC"), to provide qualified RNs 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 \$55.00-\$60.00 per hour dependent on the RN certifications; for a period commencing July 1, 2024 and ending June 30, 2025; 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF AGREEMENT PROVIDING SPEECH THERAPY SERVICES TO PRE-SCHOOL AGED CHILDREN WITH HANDICAPPING CONDITIONS IN NIAGARA COUNTY PURSUANT TO SECTION 4410 OF THE NEW YORK STATE EDUCATION LAW BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY ACTING BY AND THROUGH THE NIAGARA COUNTY HEALTH DEPARTMENT (SG 1)**

WHEREAS, It is recommended that the City School District of the City of Niagara Falls enter into an agreement with Niagara County by and through the Niagara County Health Department, to provide speech services for pre-school aged children with handicapping conditions in Niagara County pursuant to section 4410 of the New York State Education Law between the City School District of the City of Niagara Falls and Niagara County acting by and through the

Niagara County Health Department; including the proposed amendment to agreement, effective May 28, 2019 between Niagara County Health Department and Niagara Falls City School District for the rendition of preschool related education services, a change in related service reimbursement rate will include \$60.00 per one half-hour individual session, \$50.00 per one half-hour group session per child. The term of the Agreement shall be two (2) years from July 1, 2024 to June 30, 2026. Now therefore be it

RESOLVED, That the Board of Education hereby approves an Agreement providing speech services to pre-school aged children with handicapping conditions in Niagara County pursuant to section 4410 of the New York State Education Law between the City School District of the City of Niagara Falls and Niagara County acting by and through the Niagara County Health Department, at an amended reimbursement rate; 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF AGREEMENT WITH MEGAN BRUNNER; MT-BC FOR ON -SITE-MUSIC THERAPY 2024-2025 SCHOOL YEAR (SG 1)**

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 attached Agreement with Megan Brunner; MT-BC for the period commencing July 1, 2024 and ending June 30, 2025; 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 Megan Brunner;MT-BC, 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 Center

1. The Provider will provide evaluation and therapy to students with educational disabilities as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Music Therapy services will be provided by a New York State Board Certified Music Therapist.
4. Assigned staff will participate in required meetings and conferences as requested by the School.
5. Provider will assure clinical competence and 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
6. Provider will submit a completed time sheet to the School on a monthly basis.

#### II. Responsibilities of the School

1. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
2. 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 Center.
3. In the event the School violates 11.4. above, the parties agree that the Center 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 Center in the amount of seventy-five thousand dollars (\$75,000.00), 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 Center for court costs and attorney's fees incurred by the Center in enforcing this provision.
4. To ensure the health and safety of Center employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Center with a copy of their reopening plan if necessary or upon request.

#### 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 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF AGREEMENT FOR PROFESSIONAL ALTERNATIVE  
TRANSPORTATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS AND AERO CAR AND LIMO SERVICES, INC., D.B.A. AERO  
TRANSPORTATION FOR 2024–2025 SCHOOL YEAR (SG 3)**

WHEREAS, The District is obligated to provide appropriate transportation services to students; and

WHEREAS, The District has provided transportation supports for students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aero Transportation 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 Agreement are the standard rates of \$3.50 per mile beginning and ending at 6951 Williams Road, Niagara Falls, NY, plus \$10.00 for each pick-up location, or \$21 per leg of split transports as defined in attached contract; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2024 and ending June 30, 2025; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aero Car and Limo Services, Inc., D.B.A. Aero Transportation to provide transport by qualified professionals for students upon request, on an as needed or long-term basis, at the rates as provided therein, a copy of which is attached for a period commencing September 1, 2024 and ending June 30, 2025; 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.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR  
TRANSPORTATION SERVICES**

The following agreement is made between Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, 6951 Williams Road, Niagara Falls, NY 14304 and, City School District of The City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304, herein referred to as the "District".

Aero Car and Limo Services, Inc., DBA Aero Transportation agrees to provide door to door transportation services for City School District of the City of Niagara Falls students as outlined below:

#### Requirements

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide round trip door to door transportation services for Niagara Falls students from / to their homes to / from out of district educational facility per student IEP as agreed upon with the Committee on Special Education weekdays that school is in session.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide transportation services for students from a school building to the student's home in the event of a medical dismissal related to Covid-19 or other illness as needed.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation agrees to provide additional transportation services for students of the City School District of the City of Niagara Falls on an as needed basis. Additional transportation services may include transport of students in temporary housing outside of District boundaries per McKinney-Vento Act provisions, and transport of students in educational programs in partnership with local business partners to/from business locations.

All Aero Car and Limo Services, Inc., D.B.A. Aero Transportation 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 Aero Transportation's 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.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall, to the fullest extent permitted by law indemnify and hold harmless the City School District of the City of Niagara Falls, 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 City School District of the City of Niagara Falls, its agents, servants and/or employees.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall maintain general liability insurance in amounts acceptable to the City School District of the City of Niagara Falls. All policies shall name the District as an additional part insured. A certificate of insurance shall be filed with the 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 District.

#### Rates

- Aero Car and Limo Services, Inc., DBA Aero Transportation, will charge a fee of \$3.50 per mile beginning and ending at 6951 Williams Road, Niagara Falls, NY 14304 for each transportation service.
- Aero Car and Limo Services, Inc., DBA Aero Transportation will charge a fee of \$10.00 for each pick-up location. This fee will apply to no-show students if the stop is requested by District staff per this agreement.
- Aero Car and Limo Services, Inc., DBA Aero Transportation, will charge a fee of \$21 per Leg, which is defined as trips related to the split transport of Niagara

Falls High School students to, from, or between partner businesses as outlined in paragraph three of contract requirements.

This agreement shall be effective September 1, 2024 through June 30, 2025.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE MENTAL HEALTH ADVOCATES OF WESTERN NEW YORK (SEPTEMBER 1, 2024 - DECEMBER 31, 2024) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Mental Health Advocates of Western New York to provide mental health programming at the elementary level; and

WHEREAS, The Mental Health Advocates of Western New York has extensive experience in the mental health challenges that youth face today and how to respond effectively to students in a mental health crisis; and

WHEREAS, The District wishes to again enter into Contract with The Mental Health Advocates of Western New York to provide one (1) full day training on Youth Mental Health First Aid; and

WHEREAS, District Administration has negotiated a new Contract with the Mental Health Advocates of Western New York for a cost not to exceed \$2,500 for period effective 9-1-2024 and to terminate 12-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and The Mental Health Advocates of Western New York to provide one (1) Youth Mental Health First Aid Trainings at a sum not to exceed \$2,500 for the period September 1, 2024 through December 31, 2024, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
THE MENTAL HEALTH ADVOCATES OF WESTERN NEW YORK



THIS AGREEMENT, made this 29th day of August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and The Mental Health Advocates of Western New York, 1021 Broadway Street, Fifth Floor, Buffalo, New York 14212.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages The Mental Health Advocates of Western New York as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant and School-Based Mental Health Services Grant. The Mental Health Advocates of Western New York hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Mental Health Advocates of Western New York shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant and School-Based Mental Health Services Grant for September 1, 2024 to December 31, 2024, including:

- One (1) full day training to staff members on Youth Mental Health First Aid
- All instructional materials needed for Youth Mental Health First Aid
- Instructors for the training and include all travel expenses
- Training may be in-person or virtual

All of the functions will be performed by The Mental Health Advocates of Western New York and shall be coordinated with the Program Director and/or District Administration. The Mental Health Advocates of Western New York possesses a thorough knowledge of mental health trainings as they relate to the implementation of the Student Mental Health Supports Grant and School Based Mental Health Services Grant Objectives.

3. Relationship Between the Parties. The Mental Health Advocates of Western New York shall not be an employee of the District. The Mental Health Advocates of Western New York is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The Mental Health Advocates of Western New York is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay The Mental Health Advocates of Western New York for services hereunder a sum not to exceed \$2,500 for one (1) full day training to staff members on Youth Mental Health First Aid. The District shall pay \$2,500 after completion of the training upon receipt of a payment invoice for a total sum not to exceed \$2,500 by December 31, 2024. Payment checks payable to the order of The

Mental Health Advocates of Western New York shall be deemed full payment to and acquittance by The Mental Health Advocates of Western New York.

5. Indemnification. To the fullest extent permitted by law, The Mental Health Advocates of Western New York 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. The Mental Health Advocates of Western New York shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Mental Health Advocates of Western New York is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 1, 2024 to December 31, 2024, 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 The Mental Health Advocates of Western New York under this Agreement are unique and personal. Accordingly, The Mental Health Advocates of Western New York 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 Contract. This Contract 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 Contract on the date and year first above written.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

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

**APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MELINDA A. SCIME, PSYCHOLOGIST, PLLC FOR**

**PROFESSIONAL MENTAL HEALTH SERVICES (SEPTEMBER 1, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The District proposes to hire a mental health services company to render professional services in the area of mental health counseling to fulfill grant objectives for individual student counseling and family counseling; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 9/1/24 – 6/30/25 at a fee not to exceed \$150,000.00 to be billed in ten monthly installments of \$15,000 on the last day of each month; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be and is hereby approved; and be it further

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

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

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

**CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY  
INDEPENDENT CONSULTANT  
MELINDA A. SCIME, PSYCHOLOGIST, PLLC**

THIS AGREEMENT, made this 29th Day of August, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC, 779 Cayuga Street, Suite D, Lewiston, NY 14092, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional mental health counseling and consultation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional mental health counseling and consultation which services shall include but not be limited to the following:

a. Forty-one (41) hours of individual mental health counseling services (Tier 2 and Tier 3 social/emotional interventions) per week based on school referral and screening by the first party and the second party pursuant to goals and objectives of

the School-Based Mental Health Services and Student Mental Health Supports Grants at District-wide schools.

- b. Each school will receive direct support services and programming including family and individual student counseling
- c. Participation in school based S.T.A.R.T teams for appropriate individualized behavioral intervention services as needed.
- d. Participation in advisory meetings.
- e. Family counseling offered at all schools.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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, a sum not to exceed \$150,000, in ten monthly installments of \$15,000. Invoices shall be submitted on the last day of each month for the provided service of forty-one (41) hours of counseling per week. The second party shall submit invoices for services rendered monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.

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.

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 September 1, 2024 through June 30, 2025, provided, however, that any party may at any given time

terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND COMMUNITY MISSIONS, INC. (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to provide mental, social, and emotional support for students; and

WHEREAS, The District has contracted with Community Missions, INC. in previous school years through the Extended Day, 21st Century Prep, and Student Mental Health Supports Grants to provide youth mentoring to female students; and

WHEREAS, Community Missions, INC. provides various support services for students including "Girls Circles" offered at all schools; and

WHEREAS, The District wishes to again Contract with Community Missions, INC. to continue these services for the 2024-2025 school year; and

WHEREAS, District Administration has negotiated a Contract with Community Missions, INC. to provide said services at a cost not to exceed \$80,000 to be paid in four (4) equal installments of \$20,000 on October 31, 2024, December 31, 2024, March 31, 2025, and June 30, 2025 for period effective 9/1/2024 and to terminate 6/30/2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Community Missions, INC. to provide professional social and emotional services for students at a sum not to exceed \$80,000 for period September 1, 2024 - June 30, 2025 attached hereto, be and is hereby approved; and further

RESOLVED, That the Contract 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 contract; and be it further

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
COMMUNITY MISSIONS, INC.

THIS CONTRACT, made this 29th day of August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and COMMUNITY MISSIONS, INC., 1570 Buffalo Avenue, (hereinafter "CMI") Niagara Falls New York 14303.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of CMI. The District hereby engages the CMI as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory, Extended Day and Student Mental Health Supports Grants and CMI hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of CMI: CMI shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Preparatory, Extended Day and Student Mental Health Supports Grants for the 2024/2025 School Year including:

a) Development and implementation of weekly social-emotional support services for twenty (20) hours per week including Girls Circles that promote positive self-development in young women.

b) Elementary programming will rotate on a 12-week basis with three (3) program cycles. Community Missions will provide weekly social-emotional support services to Harry F. Abate Elementary, Hyde Park Elementary, Maple Avenue Elementary, Cataract Elementary, 79th Street Elementary, and GJ Mann Elementary.

c) Preparatory and High School programming will rotate on a 12-week basis with three (3) program cycles and include LaSalle Preparatory, Gaskill Preparatory, and Niagara Falls High School.

d) Participation in Student Support Team meetings upon request to ensure appropriate referral or intervention services provided for individual students.

e) Parent/student workshops upon request by school administration.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. CMI shall not be an employee of the District. CMI is engaged by the District only for the purposes and to the extent set forth in this Contract and the relationship to the District during the term of this Contract shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. CMI is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to CMI. Upon receipt of a payment invoice, the District shall pay to CMI for its services hereunder a sum not to exceed \$80,000 to be paid in four (4) equal installments of \$20,000 on October 31, 2024, December 31, 2024, March 31, 2025, and June 30, 2025 for providing twenty (20) hours of weekly social-emotional support services to the nine identified schools. Payment checks payable to the order of Community Missions Inc. shall be deemed full payment to and acquittance by CMI.

5. Indemnification. To the fullest extent permitted by law, CMI 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 Contract excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. CMI and/or its subcontractor(s) shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. CMI and/or its subcontractor(s) are responsible for all withholding taxes, insurance, unemployment, and worker's compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 1, 2024 to June 30, 2025, 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 CMI under this Contract are unique and personal. Accordingly, CMI party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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.

8. Entire Contract. This Contract 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 Contract on the date and year first above written.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**AMENDMENT OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 9/1/24 -8/31/25 (SG 1)**

WHEREAS, The District desires to enter into agreement with R. Cunningham Consultants, Inc. as a consultant in the area of Truancy Prevention programs for grades Prek-12; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with R. Cunningham Consultants, Inc. for consulting services for the period September 1, 2024 and terminating August 31, 2025; and

WHEREAS, The fee for services to be rendered shall be an amount not to exceed the sum of \$130,000, payable in equal monthly installments of \$10,833.33, therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Truancy Prevention Programs between the Niagara Falls City School District and R. Cunningham Consultants, Inc. attached hereto, be approved; and

RESOLVED, That the 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 29th DAY OF August, 2024, 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 R. Cunningham Consultants, Inc., P.O. Box 432, Niagara Falls, New York 14302 hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services in the area of truancy prevention, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.



2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to interpreting services and shall include without limitation, the following:

- a. Provide truancy prevention intervention services Grades PreK-12;
- b. The Second Party will maintain the strictest standards of ethical behavior and confidentiality;

All of these functions shall be performed under the direction of the Superintendent. This consultant should possess a thorough knowledge of truancy prevention initiatives.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$130,000, to be paid monthly by checks made payable to the order of the Second Party in equal monthly installments of \$10,833.33 provided the invoices are received and approved by the District and receipt of a monthly report by the Superintendent. Payment checks payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, 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 September 1, 2024 through August 31, 2025, 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. Assignments\Assistants. The Independent Contractor agrees to hire at least three

Assistants to assist in performing the services required to be performed herein, and shall as an Independent Contractor be responsible and pay all wages, benefits, and taxes for such Assistants, and any additional assistants it may determine to hire.

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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BECAUSE I TRIED ENTERPRISES, INC. FOR STUDENT SUPPORT SERVICES FOR THE 2024-2025 SCHOOL YEAR (SEPTEMBER 1, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Maurice Cox's company, "Because I Tried Enterprises, Inc.", to provide youth mentoring services under the scope of the Extended School Day and 21st Century Preparatory Grants; and

WHEREAS, Mr. Cox has extensive experience in mentoring and teaching youth and he is a captivating motivational speaker who is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Mr. Cox's company, Because I Tried Enterprises, Inc., to provide mentoring, social, and emotional support services for students participating in the "Winning Because I Tried" Mentoring Program; and

WHEREAS, District Administration has negotiated a new Contract with Because I Tried Enterprises, Inc., to provide mentoring services for three (3) eight week mentoring programs at both LaSalle Preparatory and Gaskill Preparatory, and two (2) sessions for Fall 2024 and Spring 2025 at Niagara Falls High School for a cost not to exceed \$55,000 to be paid in five (5) installments of \$11,000 for period effective 9-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Because I Tried Enterprises, Inc. for Student Support Services for the school year (9-1-2024 - 6-30-2025) at a sum not to exceed \$55,000 for the period September 1, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
BECAUSE I TRIED ENTERPRISES, INC.

THIS AGREEMENT, made this 29th day of August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Because I Tried Enterprises, Inc., PO Box 1278, Buffalo, NY, 14214.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Because I Tried Enterprises, Inc. as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory and School-Based Mental Health Services Grant objectives and Because I Tried Enterprises, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Because I Tried Enterprises, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Prep and School-Based Mental Health Services Grants for the school year (9-1-24 to 6-30-25), including:

- Maximum of 10-15 students per class
- Three (3) eight week programs at the Prep School Level
- Two (2) semester programs (Fall 2024 and Spring 2025) at Niagara Falls High School
- Programs can be offered both before and after school
- Program dates to run from September 2024 through June 2025
- Program graduation including party, certificates, awards and gifts
- 

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Because I Tried Enterprises, Inc. shall not be an employee of the District. Because I Tried Enterprises, Inc. is engaged by the

District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Because I Tried Enterprises, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Because I Tried Enterprises, Inc. for services hereunder a sum not to exceed \$55,000 to be paid in five (5) installments of \$11,000 on October 31, 2024, December 31, 2024, February 28, 2025, April 30, 2025, and June 30, 2025. Payment checks payable to the order of Because I Tried Enterprises, Inc. shall be deemed full payment to and acquittance by Because I Tried Enterprises, Inc.

5. Indemnification. To the fullest extent permitted by law, Because I Tried Enterprises, Inc. 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. Because I Tried Enterprises, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Because I Tried Enterprises, Inc. is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 1, 2024 to June 30, 2025, 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 Because I Tried Enterprises, Inc. under this Agreement are unique and personal. Accordingly, Because I Tried Enterprises, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

BECAUSE I TRIED ENTERPRISES, INC

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NATIVE LANGUAGE SERVICES, LLC FOR STUDENT SUPPORT SERVICES FOR THE 2024-2025 SCHOOL YEAR (SEPTEMBER 1, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide social-emotional, advocacy and bilingual communications support services for students; and

WHEREAS, For the last school year, the District has contracted with Jose Garcia's company, "Native Language Services, LLC", to provide mentoring, advocacy, and bilingual communications support services under the scope of the Family and Community Engagement, Student Mental Health Supports, and School-Based Mental Health Services Grants; and

WHEREAS, Mr. Garcia has extensive experience in mentoring and bilingual interpersonal communications and who is able to reach many students who face difficult life challenges as native language speakers both in school and in the community; and

WHEREAS, The District wishes to again enter into Contract with Mr. Garcia's company, Native Language Services, LLC., to provide mentoring, advocacy and bilingual communications support services for students living and attending school in the Niagara Falls City School District community; and

WHEREAS, District Administration has negotiated a new Contract with Native Language Services, to provide mentoring, advocacy and bilingual communications services at GJ Mann Elementary School, Henry J. Kalfas Elementary School, LaSalle Preparatory School and Niagara Falls High School for a cost not to exceed \$40,000 for period effective 9-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Native Language Services, LLC for Student Support Services for the school year at a sum not to exceed \$40,000 for the period September 1, 2024 through June 30, 2025, attached hereto, be and hereby 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 PROFESSIONAL SERVICES BY  
INDEPENDENT CONTRACTOR  
NATIVE LANGUAGE SERVICES, LLC

THIS AGREEMENT, made this 29th day of August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Native Language Services, LLC, 130 Fieldstone Drive, Grand Island, NY 14072

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1.Engagement of Independent Contractor. The District hereby engages Native Language Services, LLC as an independent contractor to render to the District professional services regarding implementation of English Language Learner support to students and Native Language Services, LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2.Professional services and duties of Independent Contractor: Native Language Services, LLC shall provide and render to the District the usual and customary services of a contractor for professional services, (September 1, 2024 – June 30, 2025), including:

- Native Language Services will make introductions and establish relationships with students and families through open conversation in the preferred language
- Native Language Services will help to identify learner needs and develop resolution strategies in concert with teachers, counselors or administration – to include real or perceived bullying or other factors that impact the child's academic or social emotional well being
- Native Language Services will support open conversation with a focus on social engagement to address the isolation that a language barrier can present
- Native Language Services will foster increased parent engagement through home visitation, in-person and virtual sessions as required to connect the parent with their child's education and the development of home-school partnerships
- Native Language Services will conduct home visits to address issues related to school attendance or other purposes as indicated by Niagara Falls City School District staff.

All of the functions will be performed by Native Language Services, LLC and shall be coordinated with School Administration and/or District Administration Native Language Services, LLC. possesses a thorough knowledge of social support services in the area of support for English Language Learners.

3.Relationship Between the Parties. Native Language Services, LLC shall not be an employee of the District. Native Language Services, 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 professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Native Language Services, LLC is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4.Compensation to Independent Contractor. Upon receipt of a payment invoice, the Native Language Services, LLC for services hereunder a sum not to exceed \$40,000 to be paid in four (4) quarterly installments of \$10,000 on October 31, 2024, December 31, 2024, March 30, 2025, and June 30, 2025. This is for eight (80) hours of monthly student support services provided by Native Language Services, LLC to GJ Mann Elementary School, Henry J. Kalfas Elementary School, LaSalle Preparatory School and Niagara Falls High School. Payment checks payable to the order of Native Language Services, LLC shall be deemed full payment to and acquittance Native Language Services, LLC.

5.Indemnification. To the fullest extent permitted by law, Native Language Services, 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. Native Language Services, LLC shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Native Language Services, LLC is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7.Term of Contract. This Contract shall be effective from September 1, 2024 to June 30, 2025, 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 Native Language Services, LLC under this Agreement are unique and personal. Accordingly, Native Language Services, LLC 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 Contract. This Contract 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 Contract on the date and year first above written.

NATIVE LANGUAGE SERVICES, LLC  
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF AGREEMENT WITH INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE FOR COLLEGE WRITING I CLASS (7/6/2024 THROUGH 6/30/2025) (SG 1)**

WHEREAS, College Writing I class will have a great impact on literacy related to parent engagement in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to continue to provide college writing skills for academic literacy and experience, for parents and guardians, and to contract with Niagara County Community College to provide services to continue such higher educational experiences for adults enrolled in College Writing I class.

WHEREAS, The Administration negotiated a Contract with Niagara County Community College for it to provide an academic course of literacy activities and family engagement experiences tailored to the parents and guardians for a not to exceed agreed upon fee of \$12,810.00 payable in two payments.

WHEREAS, The Agreement shall be effective for a term commencing July 6, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara County Community College for College Writing I class for the 2024-25 School Year; 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 Agreement; and

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

**CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT, made this 6th day of July 25, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA COUNTY COMMUNITY COLLEGE, 3111 SAUNDERS SETTLEMENT ROAD, SANBOR, NY 14132, (hereinafter "College").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of College. The District hereby engages the College as an independent contractor to render to the District professional services regarding implementation of the College Writing I for the 2024-25 School Year for adults and the College hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.



2. Professional Services and Duties of the College: The College shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 2024-25 College Writing I:

An academic course offerings during the 2024-25 school year that include college instruction and support services offered by Niagara County Community College staff

All of the functions will be performed by the party of the College or its subcontractor approved by the District and shall be coordinated through the Assistant Superintendent for Curriculum and Instruction of the District. The College and/or its subcontractor shall possess a thorough knowledge of English Language Arts, the ability to meet with and provide instruction to all adults, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between Parties. The College shall not be an employee of the District. The College is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The College is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to College. Upon receipt of a payment invoice, the District shall pay to the College for its services hereunder a sum not to exceed \$12,810.00 in two payments payable to the order of College on October 1, 2024 and December 1, 2024.. Invoices shall be submitted by the College on the date herein stated. The College shall deem payment checks payable to the order of the College full payment to, and acquittance.

5. Indemnification. To the fullest extent permitted by law, the College 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. The College and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The College 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 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. Terms of Agreement. This contract shall be effective from July 20, 2024 to June 30, 2025 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 the College under this Agreement are unique and personal. Accordingly, the College 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 of year first above written.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL PROGRAMMING (SEPTEMBER 1, 2024 - AUGUST 31, 2025) (SG 1)**

WHEREAS, The Early College High School program has had a great impact on student engagement related to college and career readiness in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year

Early College advisory for academic and summer camp experience, for Early College High School Students, and to contract with Niagara University to provide services to continue such higher educational experiences for students enrolled in Early College High School

WHEREAS, The Administration negotiated a Contract with Niagara

University for it to provide academic course offerings, on campus field trips and summer camp experiences tailored to the students rising into either 9th, 10th, 11<sup>th</sup> or 12th grade of the Niagara Falls High School - Early College High School for a not to exceed agreed upon fee of \$50,000 payable in two equal installments of \$25,000.

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2024 and ending August 31, 2025; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for Early College High School programming for the 2024/25 School Year and Summer Camp 2025; 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 Agreement; and

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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. McLeod, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND BOOKER COLLEGE PLANNING FOR THE 2024-2025 SCHOOL YEAR (SEPTEMBER 1, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The Extended Day, Family And Community Engagement, PTECH, and Smart Scholars Early College Grants have had a great impact on student engagement related to college and career readiness in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year Early College advisory services to high school students including assistance on scholarship applications and college admissions through the Extended Day, Family And Community Engagement, PTECH, and Smart Scholars Early College Grants, and to contract with Booker College Planning to provide such services to continue higher educational experiences for students enrolled in Early College High School; and

WHEREAS, The Administration negotiated a Contract with Booker College Planning to provide college planning guidance including college readiness seminars and assistance with the college admissions process for 9th, 10th, 11th and 12th grade students at Niagara Falls High School - not to exceed agreed upon fee of \$36,000, payable in monthly installments of \$3,600.

WHEREAS, The Contract shall be effective for a term commencing September 1, 2024 and ending June 30, 2025; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Booker College Planning for the 2024/25 School Year; and further

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

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

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

THIS AGREEMENT, made this 29th day of August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and BOOKER COLLEGE PLANNING 151 Buffalo Avenue, Unit 1001, NF, NY 14303, Niagara Falls, New York.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of BOOKER COLLEGE PLANNING. The District hereby engages Booker College Planning as an independent contractor to render to the District professional services regarding implementation for the 2024/25 School Year for students rising into grades 9, 10, 11, or 12, and Booker College Planning hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of BOOKER COLLEGE PLANNING: Booker College Planning shall provide and render to the District the usual and customary services of a contractor for professional services including:

a) College readiness monthly seminars and college admissions advisory services to students at Niagara Falls High School

b) Assistance with student scholarship applications

c) Consultation with families seeking guidance on college admissions process

All of the functions will be performed by the party of Booker College Planning or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. Booker College Planning shall possess a thorough knowledge of the college planning and application process.

3. Relationship Between the Parties. Booker College Planning shall not be an employee of the District. Booker College Planning is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Booker College Planning is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to BOOKER COLLEGE PLANNING. Upon receipt of a payment invoice, the District shall pay Booker College Planning for its monthly college advisory services hereunder a sum not to exceed \$36,500, payable in monthly in installments of \$3,600 to the order of Booker College Planning. Invoices shall be submitted by Booker College Planning on the last day of each month. Booker College Planning shall deem payment checks payable to the order of Booker College Planning full payment to, and acquittance.

5. Indemnification. To the fullest extent permitted by law, Booker College Planning 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. Booker College Planning 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. Booker College Planning and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Contract. This contract shall be effective from September 1, 2024 to June 30, 2025, 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.

7. Assignment: The services to be rendered by Booker College Planning under this Agreement are unique and personal. Accordingly, Booker College Planning 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.

8. 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND  
HOGHOL (FORMERLY F-BITES) FOR THE FALL SEMESTER (SEPTEMBER 1, 2024 –  
JANUARY 31, 2025) (SG 1)**

WHEREAS, HOGHOL (formerly known as F-BITES and an acronym for “Heart of Gold, Head of Lettuce”) has designed a program to give students the chance to learn important life skills and break the cycle of poverty; and

WHEREAS, The program does this by utilizing culinary education and cooking instruction as a vehicle to develop leadership, professional skills and career readiness; and

WHEREAS, The program is a hands-on solution to the problems facing at-risk youth as “Chef Bobby” helps prepare participants for the many obstacles they will face in life; and

WHEREAS, The District contracted with Chef Bobby’s organization F-BITES to provide programming at LaSalle and Gaskill Preparatory Schools as well as Niagara Falls High School in previous school years and the program was a tremendous success; and

WHEREAS, District administration has negotiated a new Contract with HOGHOL to provide weekly youth mentoring through culinary arts for Prep and High School Students at a cost not to exceed \$111,750 to be paid in five (5) monthly installments of \$22,350 for the period effective September 1, 2024 – January 31, 2025.

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGHOL for professional services at a sum not to exceed \$111,750 for the period September 1, 2024 through January 31, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
HOGHOL

THIS CONTRACT, made this 29th day of August, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and HOGHOL, 1 Symphony Circle, Buffalo, NY, 14213.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages HOGHOL as an independent contractor to render to the District professional social and emotional student support services and HOGHOL hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: HOGHOL shall provide and render to the District the usual and customary services of a contractor for professional services for September 1, 2024 – January 31, 2025 including:

- a) Culinary and life skills weekly programming for Prep and High School students including the cost of food and beverage
- b) Use of a food truck program at Niagara Falls High School
- c) Weekly classes at the F-Bites training facility for Prep and High School students
- d) After school events throughout the school year
- e) Collaboration with school administration as needed

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. HOGHOL shall not be an employee of the District. HOGHOL is engaged by the District only for the purposes and to the extent set forth in this Contract and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. HOGHOL is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to HOGHOL for services hereunder a sum not to exceed \$111,750 to be paid on the last day of each month for five (5) monthly installments (September 2024 – January 2025) of \$22,350. Payment checks payable to the order of HOGHOL shall be deemed full payment to and acquittance by HOGHOL.

5. Indemnification. To the fullest extent permitted by law, HOGHOL 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 Contract excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HOGHOL shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HOGHOL is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law. Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 1, 2024 to January 31, 2025, 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 HOGHOL under this Contract are unique and personal. Accordingly, HOGHOL shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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 Contract. This Contract 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.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CONTRACT FOR USE OF FACILITIES BY THE NIAGARA  
COMMUNITY CENTER AND THE CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS FOR THE 2024/2025 SCHOOL YEAR (SG 1)**

WHEREAS, The District wishes to engage The Niagara Community Center to utilize facilities for a variety of programs including Future Stars Programming (Elementary Unified Sports Programming), Athletic programming (Tennis, Basketball and dance), Extended Learning Programming, Pre-Kindergarten Week of the Young Child Activities and;

WHEREAS, A Contract has been negotiated by the administration with to provide such services at a cost not to exceed \$12,000.00 for period effective 9-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Community Missions to utilize facilities for a variety of programs to afford students multiple opportunities for personal and social growth through such programs as well as appropriate support programs and experiences for classroom teachers at a sum not to exceed \$12,000.00 for period September 1st, 2024 to June 30th, 2025 attached hereto be and is hereby approved; and further

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 contract; and be it further

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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

CONTRACT FOR use of Facilities  
The Niagara Community Center

THIS AGREEMENT, made this 29th August 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and the Niagara Community Center 530 66th Street Niagara Falls New York 14304.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Niagara Community Center. The District hereby engages the Niagara Community Center as a partner to utilize facilities for various programs upon and subject to the terms and conditions hereinafter set forth.

2. Use of Facilities: The District shall utilize the Niagara Community Center for the following programs

a) Elementary Unified Sports Programming: students with developmental and intellectual disabilities have the opportunity to participate in Special Olympics based programming. Students from Cataract Elementary, Henry J. Kalfas, Bloneva Bond and Niagara Falls High School to participate in Elementary Unified programming.

b) Pre-Kindergarten teachers and students to utilize to Niagara Community Center for culminating activity during the week of the young child (April 2025).

c) Cataract Elementary to utilize facility for school-based activities throughout the 2024-2025 school year.

d) Extended Learning Program; Saturday Academy, Winter/Spring recess and Cataract Elementary Parent/Family Engagement programming.

e) Inter-scholastic athletic activities: use of tennis courts, basketball court, and dance/cheerleading room.

3. Relationship Between the Parties. The Niagara Community Center is engaged by the District only for the purposes and to the extent set forth in this Agreement. The Niagara Community



Center is to maintain all records of use of facilities, and to address any matters related to facility concerns.

4. Compensation to Niagara Community Center. Upon receipt of a payment invoice, the District shall pay to the Niagara Community Center for its services hereunder a sum not to exceed \$12,000.00 to be paid in in four (4) installment as follows: \$3,000.00 on November 15, 2024; February 14, 2025; May 16, 2025 and July 11, 2025. Payment checks payable to the order of Niagara Community shall be deemed full payment to and acquittance by the Niagara Community Center.

5. Indemnification. To the fullest extent permitted by law, Niagara Community Center 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. Niagara Community Center shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Contract. This contract shall be effective from September 1st, 2024 to June 30th 2025, 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.

7. 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.

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

**APPROVAL OF MILL AND PAVE WORK 901 24TH ST. REBID – BID NO. 4 (SG3)**

WHEREAS, Funds are appropriated in the Head Start / Early Head Start to purchase mill and pave work for 901 24th Street; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 4 – Mill and Pave Work 901 24th Street and also the Rebid of Bid #4 – Mill and Pave Work 901 24th Street

WHEREAS, Legal notice was published April 30, 2024 for Bid #4 and May 17, 2024 for Rebid of Bid #4 bid documents were mailed to or secured by three potential bidders; and

WHEREAS, Bid #4 was publicly opened and read on May 14, 2024 and no properly executed bid was received and Rebid Bid #4 was opened on May 30th 2024 and no properly executed bids were received; and

WHEREAS, Rebid Bid #4 Quote was then sent to two potential bidders on June 3rd 2024 and one properly executed response was received by the deadline of June 17th 2024 from Scott Lawn Yard Inc. in the amount of \$72,000;

WHEREAS, Rebid Bid #4 Quote was analyzed by Mr. Earl Smeal, Director of Facilities III, Mrs. Rebecca Holody, School Business Administrator, Ann Schiro, Purchasing Agent and Mr. Angelo Massaro; therefore, be it

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

Award No.

Vendor

Amount

Quote Scott Lawn Yard Inc. \$72,000.00

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson seconded the motion.

**APPROVAL OF BUFFALO CONSTRUCTION CONSULTANTS, INC. (BCC) TO SERVE AS CONSTRUCTION MANAGER FOR THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECTOR PROJECT AND APPROVAL OF THE ACCEPTANCE OF A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO CONSTRUCTION CONSULTANTS, INC. (BCC) TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECTOR PROJECT (SG3)**

WHEREAS, A proposal was submitted in June 2024 by Buffalo Construction Consultants (BCC) to provide a quote requested by the City School District of the City of Niagara Falls to provide construction services to install projectors at Niagara Falls High School, Bloneva Bond Primary School and the Administration Building to be funded by the American Rescue Plan Act; and

WHEREAS, The District now wishes to enter a Contract with BCC to provide construction management services for the scope of construction within the American Rescue Plan ("ARP") capital improvement projector project; and

WHEREAS, The District wishes to accept and approve the attached AIA C132-2019 "Standard Form of Agreement between Owner and Construction Manager as Advisor" to retain BCC as the District's Construction Manager for the ARP capital improvement projector project and will compensate BCC for services to be rendered; therefore be it

RESOLVED, That the Board of Education hereby approves BCC as Construction Managers for the ARP capital improvement projector project; and be it further

RESOLVED, That the Board of Education hereby approves the Construction Manager Agreement between the District and BCC, providing, among other things, for

the services to be rendered by BCC as Construction Managers and the fees paid for such services, a copy of which is attached; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and be it further

RESOLVED, That the President of the Board of Education 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 of Education on the Construction Manager Agreement

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF CHANGE ORDER NO. CIR-03 FOR THE AMERICAN RESCUE PLAN CAPITAL IMPROVEMENT PROJECT (SG3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. CIR-02, consisting of PCI #011, for \$4,063.21 to CIR Electrical Construction Corp 2517 Long Rd Grand Island, NY 14072; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

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

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson seconded the motion.

**APPROVAL OF PAYMENT NO. 12 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the

Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$33,133.75; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,656.69; and

WHEREAS, The amount of payment the District will issue shall be \$33,133.75 less the required 5% retainage (\$1,656.69) as outlined in the contract, \$31,477.05; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$31,477.05 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson seconded the motion.

**APPROVAL OF PAYMENT NO. 13 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$9,549.46; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$477.48; and

WHEREAS, The amount of payment the District will issue shall be \$9,549.46 less the required 5% retainage (\$477.48) as outlined in the contract, \$9,071.98; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$9,071.98 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson seconded the motion.

**APPROVAL OF PAYMENT NO. 14 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) – RETENTION (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, “Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect and Administrator for School Business Services; and

WHEREAS, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$13,218.18; and

WHEREAS, Electrical construction work has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$13,218.18; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$13,218.18 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment No 14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 12 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$178,347.91; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$8,917.40; and

WHEREAS, The amount of payment the District will issue shall be \$178,347.91 less the required 5% retainage (\$8,917.40) as outlined in the contract, \$169,430.51; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$169,430.51 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 13 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$101,959.22; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$5,097.96; and

WHEREAS, The amount of payment the District will issue shall be \$101,959.22 less the required 5% retainage (\$5,097.96) as outlined in the contract, \$96,861.26; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$96,861.26 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 14 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) – RETENTION (SG3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, “Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect and Administrator for School Business Services; and

WHEREAS, DV Brown & Associates Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$168,850.00; and

WHEREAS, HVAC work has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$168,850.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC updated will be submitted to NYS Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$168,850.00 to DV Brown 567 Vickers St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment No 14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC updated will be submitted to NYS Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 6 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon



the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$12,244.89; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$612.24; and

WHEREAS, The amount of payment the District will issue shall be \$12,244.89 less the required 5% retainage (\$612.24) as outlined in the contract, \$11,632.65; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$11,632.65 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 7 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$145,340.90; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$7,267.05; and

WHEREAS, The amount of payment the District will issue shall be \$145,340.90 less the required 5% retainage (\$7,267.05) as outlined in the contract, \$138,073.85; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$138,073.85 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**8 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) – RETENTION (SG3)**

WHEREAS, The Board of Education executed a Contract, dated May 24th, 2023, with Johnson Controls for Temperature Controls Improvements in HVAC Equipment work for Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, “Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$16,760.70; and

WHEREAS, Temperature control construction work has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$16,760.70; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the controls updated will be submitted to NYS Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$11,760.70 to Johnson Controls Inc. 6850 Main St Williamsville NY 14221 in accordance with the Application and Certificate for Payment No 08; and further

RESOLVED, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the controls updated will be submitted to NYS Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 4 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$45,583.48; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,279.17; and

WHEREAS, The amount of payment the District will issue shall be \$45,583.48 less the required 5% retainage (\$2,279.17) as outlined in the contract, \$43,304.31; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$43,304.31 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 5 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$18,039.19; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$901.96; and

WHEREAS, The amount of payment the District will issue shall be \$18,039.19 less the required 5% retainage (\$901.96) as outlined in the contract, \$17,137.23; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$17,137.23 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 6 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc. for HVAC Materials for Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$23,670.12; and

WHEREAS, HVAC Materials construction work has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$23,670.12; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC Materials construction work updated will be submitted to NYS Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$23,670.12 to Johnson Controls Inc 6850 Main St Williamsville NY 14221 in accordance with the Application and Certificate for Payment No 06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC Materials construction work updated will be submitted to NYS Grants Finance.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo seconded the motion.

**APPROVAL OF PAYMENT NO. 5 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$519,959.70; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$25,997.99; and

WHEREAS, The amount of payment the District will issue shall be \$519,959.70 less the required 5% retainage (\$25,997.99) as outlined in the contract, \$493,961.71; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$493,961.71 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 3 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$23,280.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,164.00; and

WHEREAS, The amount of payment the District will issue shall be \$23,280.00 less the required 5% retainage (\$1,164.00) as outlined in the contract, \$22,116.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$22,116.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 5 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$863,850.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$43,192.52; and

WHEREAS, The amount of payment the District will issue shall be \$863,850.40 less the required 5% retainage (\$43,192.52) as outlined in the contract, \$820,657.88; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$820,657.88 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 5 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$870,060.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$43,503.00; and



WHEREAS, The amount of payment the District will issue shall be \$870,060.00 less the required 5% retainage (\$43,503.00) as outlined in the contract, \$826,557.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$826,557.00 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 5 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$374,261.37; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$18,713.07; and

WHEREAS, The amount of payment the District will issue shall be \$374,261.37 less the required 5% retainage (\$18,713.07) as outlined in the contract, \$355,548.30; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$355,548.30 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 4 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$234,519.93; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$11,726.01; and

WHEREAS, The amount of payment the District will issue shall be \$234,519.93 less the required 5% retainage (\$11,726.01) as outlined in the contract, \$222,793.92; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$222,793.92 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

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

**APPROVAL OF PAYMENT NO. 5 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$25,776.65; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,288.83; and

WHEREAS, The amount of payment the District will issue shall be \$25,776.65 less the required 5% retainage (\$1,288.83) as outlined in the contract, \$24,487.82; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$24,487.82 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

7. Review of the Proposed Policy(ies)

8. Other Communications

8.01 Oral Communications - Public Comment on non-Agenda Items

9. Information and Reports

## 9.01 Superintendent's Report

### Superintendent's Report

Mr. Laurrie is beginning his 41<sup>st</sup> year as an employee of the District.

The Audit Committee met prior to the Regular Meeting. Thanks to the community members for their service on the Audit Committee. Drescher & Malecki will be in the District preparing an external audit for October 17, 2024. They reviewed all internal claims and found only four confirmatory payments in the last four months. The fixed asset inventory has begun; already the team has identified an additional 900 fixed assets.

At HF Abate School, a mural Foundation commissioned by the Heritage Foundation has been unveiled on the back courtyard.

On September 3<sup>rd</sup>, which is a Staff Development Day, from 1:30 p.m.– 7 p.m. , the American Heart Association and the Buffalo Bills organization will teach hands-only CPR to student athletes and members of the community.

School days are coming; Mr. Laurrie reminds everyone not to pass buses or speed.

Mr. Laurrie congratulated new staff and extoled new administrators: Mr. Murgia, Vice Principal, GPS; Mr. Briglio, Principal, GJ Mann; Mr. Ventry, Principal NFHS; Mrs. Buchman, Principal on Special Assignment, Central Office; Mr. Baldassarre, Principal, LPS.

Class of 1959 held its 65<sup>th</sup> reunion; the Class of 2004 held its twentieth reunion. Both groups donated to NFHS to help current student' activities.

The Media Production students are already working celebratory media observing the 25<sup>th</sup> anniversary of the "new" NFHS.

A grade three student at 79<sup>th</sup> Street School, Nakia Johnson, has published a children's book, [Make Your Dreams Come True](#).

August grads Between 6 -8 August graduates will be recognized at the September 26<sup>th</sup> Board meeting.

Mr. Laurrie was on WBFO this morning discussing "Say Yes."

The District-wide Family Resource Support Center, housed at Bond School, offers all District families assistance with food, clothing, household items, furniture, hygiene products, counseling, temporary housing, parenting, has clothes closets, houses Focus on Families, and offers health insurance help. Best Self also operates there. Thanks to Mr. Carella, Mr. Fisher for obtaining the federal grant to fund this.

Mr. Laurrie met with the District's nurses this week; he thanks them for the handling of myriad issues throughout the year. Last year they distributed more medications than ever, handled more crisis situations than ever, and performed the Heimlich and CPR to save students.

The District is indebted to organized labor; the District's capital projects are utilizing union members in six unions. Happy Labor Day and thanks to them for their cooperation and professionalism.

Welcome back to students.

## 9.02 Board Members Report and Comments

Mr. Bilson: thanked Mr. Vilardo and Mr. Laurrie for obtaining the guardian helmets for football. Sadly, area youth football players passed recently, including a 13 year-old and a 16 year-old.

Mr. Vilardo: welcomed back students and staff, whom he wishes a productive year ahead. Happy Labor day to all.

Mr. Cancemi: thanked staff for its diligent work.

Mr. Paretto: thanked staff for its summer work; staff works hard all year, including participating in professional development during summer months.

Mr. Bass: welcomed back students and staff, notes that he is praying students and staff enjoy a successful year. He noted that he himself was among the first students at the 4455 Porter Rd NFHS.

Mr. Petrozzi: welcome back. Staff has difficult job, shaping next generation, good luck, anything they need that the Board can provide, they will endeavor to provide it.

## 10. Advanced Planning

### 10.01 Future Agenda Items

### 10.02 Future Meeting Dates

September 12, 2024   September 26, 2024

NYSSBA Resolutions   Agenda Review

Review of Board Meeting Agenda Items – Sept. 26   Regular Board Meeting – Mr. Laurrie, Mrs. Glaser, Ms. Massaro   Regular Board Meeting –August Graduates;

## 11. Adjournment

The Board entered Executive Session at 7:44 p.m. on a motion by Mr. Vilardo, seconded by Mr. Bilson, for the purpose of discussing one personnel item that may result in the appointment promotion of a person. All in favor.

### 11.01 Meeting Adjourned at 7:44 in memory of the following:

1. Bonnie Beaudry, a longtime French teacher and recent substitute teacher.
2. Edward Bocek, father of LaSalle art teacher Suzanne Miller; uncle of elementary STEM coach Ronni McGrath and LaSalle science teacher Mike McGrath.
3. Natalie Certo, mother of Cathy Vilardo (NFHS), grandmother of Cheryl Vilardo (NFHS).
4. Judith Condino, sister in law of Richard Condino.

5. Rita Dupree, mother of Kalfas Primary kindergarten teacher Christina Asklar. Ms. Dupree was a former teacher at 99th street school, the Community Education Center and Niagara Street School.
6. Elizabeth Gerling, principal, Columbus Elementary School, Utica, NY.
7. Dianne Havens, mother of Claudia Wade and former mother-in-Law and dear friend of Dianne Havens.
8. Pauline Iacovitti, grandmother of Lauren Falsetti (Kalfas).
9. Darrel Kashishian, father of Laura Kashishian, Bloneva Bond Primary School.
10. Judy Leardini, wife of Bill Leardini.
11. David Litten, 2023 graduate and student athlete.
12. Patricia Pileggi, Maple Avenue School Kindergarten teacher.
13. Jean I. Prefer, the mother of District Health Services Support Clerk Elizabeth Vekich, grandmother to Michael Vekich, a physical education associate at Bloneva Bond Primary.
14. Joanne Presutti, mother of retired principal Diane Coty.
15. Kylaina Rusch, former student at Henry J. Kalfas School.
16. Dolly Salerno, mother-in-law of former athletic director John Forcucci.
17. Collis Duane Smeal, father of Director of Facilities Earl Smeal, father-in-law of secretary Lynette Smeal, grandfather of NFHS Science Teacher Nick Smeal.
18. Thomas Wrobel, father of Stacey Dean (Cataract), father-in-law to Bryan Dean (Lasalle Prep), and uncle to Ashley Hardy (Abate) and Mike Hardy (Kalfas/ Cataract)

The Board exited Executive Session at 8:07 and adjourned on a motion by Mr. Vilardo, seconded by Mr. Paretto. All in favor.

Respectfully submitted,

Judith Glaser, District Clerk

**DATE:** September 12, 2024

**KIND OF MEETING:** BRS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi.

**MEMBERS ABSENT:** Mr. Bass, Mr. Capizzi, Mr. Vilardo (excused)

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mr. Schwertfager, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

Retired NFHS Principal Robert “Bobby D.” DiFrancesco passed away yesterday. He was a mentor to the Head Start program when the District received the grant, was a mentor to countless students and teachers, and served the community in various capacities during his life. He was the last Principal at the Pine Ave. NFHS. We remember him fondly and respectfully, and offer his family our support.

Mrs. Holody led a review of New York State School Boards proposed resolutions, to be voted on virtually on October 10, 2024 at 4:00 p.m.

A review of the agenda was held.

The opening of school is off to a great start, with some transportation issues remaining. The buildings look great and students are learning rituals and routines. The new vestibules look great.

Mr. Laurie congratulated NFHS football coach Don Bass on being named a Coach of the Week by the Buffalo Bills. The football program will receive \$1,000.

Congratulate Ms. Manella on an article in Niagara Gazette praising her in her capacity as Principal of Cataract School.

The District met with Sleep in Heavenly Peace, a 501©3 organization which teaches volunteers to make beds to for children to 17 years of age. The District will found a chapter through our Family Support Center. The District will meet with the Buffalo Chapter to see their work.

Yesterday marked the 23<sup>rd</sup> anniversary of 9/11; we remember and teach about this tragedy.

**DATE:** September 12, 2024

**KIND OF MEETING:** **Special**

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Special Meeting, a Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 7 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

1. Call to Order

1.01 Pledge of Allegiance

1.02 Prayer

1.03 Roll Call

2. New Business

2.01 Approval of Special Meeting (September 25, 2025) of the Board of Education (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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 5:30 p.m., on Wednesday, September 25, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other 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.



### 3. Adjournment

#### 3.01 Meeting Adjourned

#### **MEMBERS ABSENT: (excused)**

**DATE:** September 25, 2024

**KIND OF MEETING:** ARS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:** Mr. (excused)

### **1. Agenda Review Session**

#### **1.01 Topics**

The Board received new laptops; a new projector has been installed in the Board room, as well as at the PAC and in both NFHS amphitheaters as well as at Bloneva Bond Primary School. The Superintendent recognized Nick Fagiani, Wes Slusser and Ray Granieri for their work on this.

Capital Projects Update – Mr. Lowe and Mr. Smeal, Lauren Glass (CPL) Chris Dowling (BCC) reported on the capital projects (ABOFA).

Thanks to CIR, JCI, DVB for their on-time work.

The most important part of this project – keeping the kids safe:

Security Enhancements include, but not limited to:

Cameras – 309 new added

New cameras and some location changes to optimize coverage

Additional storage servers included for video capture

Proxy card upgrade from Continuum to Security Expert

Precursor to video expert integration including intrusion

The construction of four different vestibules are in progress. All vestibules add a secured area to verify visitor identification for entry prior to admitting to the building. The window film portion of the project is 99% complete, with only a small bit of caulking remaining. We (BCC & CPL & the contractor) will be walking the entire project over the next two weeks to review the punch list and make sure all applications of film meet the project quality criteria. This window film work consists of 3,378 windows and 269 doors district wide.

Removal of the existing fire shutters and installed fire door systems on the first and second floors of the high school is taking place; this is a needed safety upgrade for the high school.

Work is continuing on the greenhouse at Bloneva Bond. Footer and concrete walls are in, work continues on the under-slab ventilation system. Delivery of the greenhouse is scheduled for November 2, 2024, with the assembly scheduled to start on November fourth.

Gaskill Prep HVAC Upgrades: the team is replacing condensing units and the chiller pad. (Chiller due to arrive end of December). These meet the ventilation rates required.

LaSalle Prep: HVAC, AHUs work is completed, steam valves have all been upgraded from pneumatic to DDC in order to better control the steam heating with the integration of the VRF system coming on line. The transformer pad for new electric service upgrade, RTU for gymnasiums, and whirlybirds have been replaced with new energy efficient exhaust fans.

New boilers were added at Cataract Elementary.

Panels for the Walk of Fame are coming along; a team, including the Superintendent, visited Lakeland Concrete in Lima NY last Friday. Mr. Laurie wanted to see the quality of the work. On October 4<sup>th</sup> there will be the final inspection by Brian Trott – CPL. A crane was reserved by Scrufari (Cerrone) for October 8 to set the wall panels on site.

The projector work continues in the district, in the PAC at NFHS as well as the North and South Amphitheaters, here at the Administration Building and at Bloneva Bond.

New High efficiency boilers have been installed to replace some old iron. Boiler plant is complete and fully operational.

Anytime you have a project of this size, retrofitting new systems into old buildings, change is inevitable. These are the change-orders processed so far:

BBPS Greenhouse foundation changes. We went from a pier system to a full foundation due to unforeseen underground conditions.

Oil Tank removals – These were bid as an alternate and once the bids were in and awarded, the district decided there was enough in the budget to opt for the alternates. Because we delayed award, that's why you see them listed as a change order.

Steam pipe abatement: found in an area of work, missed on a previous survey. abatement was required and the work done.

BBPS Greenhouse ADA modification – west end entrance “porch” changed to ADA accessible ramp – owner requested change.

BBPS Greenhouse foundation exhaust – unforeseen need required this.

BBPS Greenhouse louver and controller is an owner-requested change; it operates in conjunction with exhaust system for ventilation – humidity and heat control.

Mr. Laurrie recapped that three change orders on the agenda tonight relate to the greenhouse. (Two others relate to abatement, which became required once asbestos was disturbed. Another at -Cataract- has to do with missing ductwork to run air to fourth floor. The final change order has to do with piping; the original configuration did not work and had to be adjusted.) The greenhouse will be accessible to all young students not only those at Bond School. Lessons there will be tied to NYS standards.

Cataract Reconfiguration of glycol piping. Reverse return piping modification was required for the higher efficient boiler, also, regarding glycol removed, it was disposed of and new glycol installed, and workers also added isolation valves to isolate plant from school.

Ties into ventilation system were needed to be added to fourth floor drawing and installed in the Gaskill fourth floor duct work.

Mr. Laurrie noted that work is being done while being considerate of the neighbors. He appreciates the work of Town of Niagara business Greater Niagara Mechanical.

A team traveled to Lima NY to see a Walk of Fame there, and see what the District can expect from its own project with regard to this.

The new chiller at the high school showed a 22% decrease in energy consumption over July 2023.

JCI will train all pipe staff on the new boiler systems.

The vestibule work continues.

All work must be done by next August so the District gets the aid from the work.

Mr. Paretto commented that in his tenure on the Board there has been a great deal of work done on physical plant. The Board should be proud of its maintenance of historic buildings using local labor. The work is cutting edge.

A review of the agenda was held. The District is seeing an uptick in students who do not speak English; an additional ENL teacher may need to be hired. The District needs the federal government to approve opening more spaces in the Early Head Start program, which would be helpful. Mr. Bass encourages the District to talk with the Cheektowaga Schools, who are also welcoming non-English-speaking students in higher numbers. Here, many families are coming from Pakistan, Bangladesh and Venezuela.

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Prayer was offered by Mrs. Dunn.

**2.03** Roll Call

## **3. Letters and Communications** *(SG4)*

**3.01** Special Presentations –August Graduates Members of NFHS administration were in attendance, including Mrs. Vilardo, Mr. Ruffolo, Mr. Rotella, Mrs. Zafuto-Rotella, Mr. Ventry.

The following have met the graduation requirements were recognized as members of the graduating class of 2024:

Ariyanna M. Beasley, Zy'eir D. Isom, Dashawn Mathis, Dashawn Mathis, Mahin Rahemanwala, Gianna M. Ricotta, Damarion Lamar James Riley, Michael Rios, Edrika S. Roberts, Dayojah A. Robinson.

Mr. Laurrie conferred graduation upon them and congratulated them for their persistence in completing their requirements.

**3.02 Oral Communications - Public Comment on Agenda Items** [\(SG4\)](#)

**3.03 Written Communications** [\(SG4\)](#)

#### **4. Recommended Actions from the Superintendent of Schools - Routine Matters**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**4.01 Minutes – August 24, 2024**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**4.02 Approval of Budget Transfer - #2, #13**[\(SG3\)](#)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**4.03 Approval of the following Bids:** [\(SG3\)](#)

1. Bid No. 9 Facility Paint Supplies

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

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

WHEREAS, Legal notice was published August 27, 2024 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bids were publicly opened and read on September 10, 2024 and one properly executed bid was received; and

WHEREAS, Bids were analyzed by Mr. Earl Smeal, Director of Facilities III, Ms. Ann Schiro, 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:

Award No. Vendor Discount Percentage

9A Sherwin

Williams 66%

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was received and filed.

**4.04** Treasurer's Report – August [\(SG3\)](#)

The following was received and filed.

**4.05** Budget Status Report – June, August [\(SG3\)](#)

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**4.06** Personnel Report - Certificated [\(SG2\)](#)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**4.07** Personnel Report - Classified [\(SG2\)](#)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

**4.08 Report from Committee on Special Education (SG1)**

The Committee on Special Education met on November 28, 2023; and May 20, 2024; and August 14, 26, 2024; and September 4, 12, 13, 16, 18, 24, 2024, to review Annual Reviews, and February 7, 2024; April 19, 2024; and May 28, 2024; and June 18, 27, 2024; and July 30, 2024; and August 12, 15, 26, 28, 29, 30, 2024; and September 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 2024, 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

**4.09 Report from Committee on Preschool Special Education (SG1)**

The Committee on Special Education met on November 28, 2023; and May 20, 2024; and August 14, 26, 2024; and September 4, 12, 13, 16, 18, 24, 2024, to review Annual Reviews, and February 7, 2024; April 19, 2024; and May 28, 2024; and June 18, 27, 2024; and July 30, 2024; and August 12, 15, 26, 28, 29, 30, 2024; and September 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 2024, 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**4.10 Short-Term Contracts** *(SG 1,3)*

1. Bounce USA, LLC Michael Miller Student Celebration \$700.00  
F2210.540.098.1925 October 15, 2024
2. Jeffrey Warren Virtual School Counseling \$18,000.00 A2280.140.007 Monday – Thursday  
2024-2025 school year
3. Fight Night Boxing Gabe Gonzalez SEL Through Boxing \$20,000.00  
A2280.140.007 September 5, 2024-January 31, 2025
4. Iron Workers Local 9 Apprenticeship Fund Safety and Readiness Training for Career  
Pathways \$2,400.00 A2110.400.045.2280 September 4, 2024-June 30, 2025
5. Anne Kent – Kwasniewski Seminar: Reading Strategy Books \$1,800.00  
F2070.400.045.8125 October 2024 – December 2024
6. Niagara University Intro to Sociology – NU Fall 2024 \$24,200.00  
F2110.404.098.9324 Fall Semester 2024 30 days
7. Niagara University REACH Program – NU Fall 2024 \$4,000.00  
F2110.404.098.9324 Fall Semester 2024 30 days
8. Hope Club of Niagara Jessie M. Scott Working with students on Positive Attributes \$0.00  
2 days per week beginning October 4, 2024
9. Divine Line Dance & Fitness Student Celebration \$400 F2210.540.098.1925 October 15,  
2024
10. Curriculum Associates Ready Reading Teacher Training Grades 6-8 \$4,400.00  
F2110.404.098.0125 September 29, 2024

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**4.11 Report from Head Start/Early Head Start** *(SG1)*

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

## **5. Unfinished Business**

### **5.01 APPOINTMENT OF DELEGATE TO THE 2024 NEW YORK STATE SCHOOL BOARDS ASSOCIATION VIRTUAL BUSINESS MEETING (SG 4)**

WHEREAS, The New York State School Boards Association will conduct a virtual fall business meeting on October 10, 2024; and

WHEREAS, Voting on crucial issues coming up at this business meeting can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This delegate should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints Anthony Paretto as its delegate to the 2024 New York State School Boards Association Conference.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

## **6. New Business**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

### **APPROVAL OF SPECIAL MEETING (JUNE 5, 2025) OF THE BOARD OF EDUCATION (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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 5:30 p.m., on Thursday, June 5, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**APPROVAL OF SPECIAL MEETING (JUNE 12, 2025) OF THE BOARD OF EDUCATION (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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, June 12, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT (SG 3)**

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 \$51,240.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2024/2026 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$51,240.00 be credited to Revenue Account F3289.220.25 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

| Account             | Description                        | Budget      |
|---------------------|------------------------------------|-------------|
| F 2110.140-098-2225 | 24/25 MTIP - SCHEDULE B / PER DIEM | \$26,640.00 |
| F 2110.149-098-2225 | 24/25 MTIP - SUBSTITUTES           | \$20,400.00 |
| F 2110.400-098-2225 | 24/25 MTIP - PRCHD SRVCS           | \$4,000.00  |
| F 2110.450-098-2225 | 24/25 MTIP - SPLS                  | \$200.00    |
|                     |                                    | \$51,240.00 |

Revenue Code: F3289.220.25

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 21ST CENTURY COMMUNITY LEARNING CENTERS PREP GRANT (SG 3)**

WHEREAS, The Niagara Falls City School District is a high-need public school district. The Prep 21st Century grant program is designed to provide academic and social- emotional support to specifically targeted youth; and

WHEREAS, The Prep-level program will run for two hours, four times per week for 30 weeks during the school year at both LaSalle and Gaskill Preparatory Schools; and

WHEREAS, official notice of the application and award in the amount of \$826,702.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the acceptance of 2024/2025 funds for 21<sup>st</sup> Century Community Learning Centers Prep Grant; and further

RESOLVED, That the grant award of \$826,702.00 be credited to 2024/2025 Revenue

Account code F4289.240.25; and further

RESOLVED, That the money be expended in the following function/object codes.

| Account             | Description                          | Budget       |
|---------------------|--------------------------------------|--------------|
| F 2110.132-098-2425 | 24/25 21ST C PREP - PER DIEM         | \$27,000.00  |
| F 2110.140-098-2425 | 24/25 21ST C PREP - SCHEDULE B       | \$393,300.00 |
| F 2110.150-014-2425 | 24/25 21ST C PREP - GRANT ADMIN      | \$8,750.00   |
| F 2110.151-098-2425 | 24/25 21ST C PREP - STIPENDS         | \$61,000.00  |
| F 2110.152-014-2425 | 24/25 21ST C PREP - PROGRAM DIRECTOR | \$30,000.00  |
| F 2110.167-098-2425 | 24/25 21ST C PREP - CLSFD HRLY       | \$4,620.00   |
| F 2110.177-098-2425 | 24/25 21ST C PREP - CLASS ASSOC      | \$20,000.00  |
| F 2110.400-098-2425 | 24/25 21ST C PREP - PRCHD SRVCS      | \$210,000.00 |
| F 2110.409-098-2425 | 24/25 21ST C PREP - TRAVEL           | \$18,200.00  |
| F 2110.450-049-2425 | 24/25 21ST C PREP - SPLS - GPS       | \$6,082.00   |
| F 2110.450-050-2425 | 24/25 21ST C PREP - SPLS - LPS       | \$6,083.00   |
| F 2110.803-096-2425 | 24/25 21ST C PREP - FICA             | \$41,667.00  |
|                     | \$826,702.00                         |              |

Revenue Code: F4289.240.25

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC. (OCTOBER 1, 2024 - JUNE 30, 2025) [\(SG 1\)](#)**

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Niagara Alliance for Restorative Practices, Inc. to provide training on the use of restorative circles in classrooms; and

WHEREAS, The Niagara Alliance for Restorative Practices, Inc. has extensive experience in promoting positive school culture and peer mediation to resolve student conflicts; and

WHEREAS, The District wishes to again enter into Contract with the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings on Restorative Practices including Restorative Circles; and

WHEREAS, District Administration has negotiated a new Contract with the Niagara Alliance for Restorative Practices, Inc. for a cost not to exceed \$15,000 for period effective 10-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings at a sum not to exceed \$15,000 for the period October 1, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and the Niagara Alliance for Restorative Practices, Inc., 5585 Mapleton Road, Lockport, NY 14094.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages the Niagara Alliance for Restorative Practices, Inc. as an independent contractor to render to the District professional services regarding implementation of the STOP School Violence Grant, Mental Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. The Niagara Alliance for Restorative Practices, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Niagara Alliance for Restorative Practices, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the STOP School Violence Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (October 1, 2024 to June 30, 2025), including:

- Six (6) full day trainings to staff members on Restorative Practices
- All instructional materials needed for implementation of Restorative circles
- Instructors for the trainings
- Trainings will be at elementary, prep, and high school level

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The Niagara Alliance for Restorative Practices, Inc. shall not be an employee of the District. The Niagara Alliance for Restorative Practices, Inc. is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The Niagara Alliance for Restorative Practices, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay the Niagara Alliance for Restorative Practices, Inc. for services hereunder a sum not to exceed \$15,000 for six (6) full day trainings to staff members on Restorative Practices. The District shall pay \$2,500 after completion of each full day training for a total sum not to exceed \$15,000 by June 30, 2025. Payment checks payable to the order of the Niagara Alliance for Restorative Practices, Inc. shall be deemed full payment to and acquittance by the Niagara Alliance for Restorative Practices, Inc.

5. Indemnification. To the fullest extent permitted by law, the Niagara Alliance for Restorative Practices, Inc. shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The Niagara Alliance for Restorative Practices, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Niagara Alliance for Restorative Practices, Inc. is 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, 2024 to June 30, 2025, 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 the Niagara Alliance for Restorative Practices, Inc. under this Agreement are unique and personal. Accordingly, the Niagara Alliance for Restorative Practices, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MAKEEDA BROOKS (SEPTEMBER 27, 2024 - DECEMBER 31, 2024) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, For previous school years, the District has contracted with Makeeda Brooks to provide youth mentoring services under the scope of the School-Based Mental Health Services Grant; and

WHEREAS, Makeeda Brooks has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Makeeda Brooks to provide mentoring, social, and emotional support services for students participating in the “Just BE” program and the “Fit for Success” program; and

WHEREAS, District Administration has negotiated a new Contract with Makeeda Brooks to provide eight (8) weeks of programming at a cost not to exceed \$23,800 for period effective 9-27-2024 and to terminate 12-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Makeeda Brooks for youth mentoring services at a sum not to exceed \$23,800 for the period September 27, 2024 through December 31, 2024, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MAKEEDA BROOKS

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Makeeda Brooks, 2992 Grand Island Boulevard Apt. #6, Grand Island, New York 14072.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Makeeda Brooks as an independent contractor to render to the District professional services regarding implementation of the School-Based Mental Health Services Grant objectives and Makeeda Brooks hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Makeeda Brooks shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the School-Based Mental Health Services Grant for Fall 2024, including:

- Facilitation of "Just BE" (Girls Empowerment Program)
- Implementation of the "Fit for Success" Program
- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Presenting the programs of "Just BE" and "Fit for Success" for eight weeks at LaSalle Preparatory and Bloneva Bond Primary Schools

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Makeeda Brooks shall not be an employee of the District. Makeeda Brooks is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Makeeda Brooks



is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Makeeda Brooks for services hereunder a sum not to exceed \$23,800 to be paid in two installments of \$11,900 on November 1, 2024 and December 31, 2024 for implementation of the "Just BE" and "Fit for Success" programs at LaSalle Preparatory and Bloneva Bond Primary. Payment checks payable to the order of Makeeda Brooks shall be deemed full payment to and acquittance by Makeeda Brooks.

5. Indemnification. To the fullest extent permitted by law, Makeeda Brooks 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. Makeeda Brooks shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Makeeda Brooks is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 27, 2024 to December 31, 2024, 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 Makeeda Brooks under this Agreement are unique and personal. Accordingly, Makeeda Brooks 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND GAME ON ENTERTAINMENT FOR THE 2024-2025 SCHOOL YEAR (OCTOBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Game on Entertainment teaches coding and the design of electronic gaming to students; and

WHEREAS, Game on Entertainment teaches important life skills such as team work and building self-esteem through gaming; and the organization is able to reach many students who face difficult life challenges and worked previously in the after-school program at LaSalle Preparatory and Gaskill Preparatory Schools; and

WHEREAS, The District wishes to enter into Contract with Game on Entertainment to provide youth mentoring to students and introduce them to E-Sports for the 2024-2025 School Year; and

WHEREAS, District Administration has negotiated a new Contract with Game on Entertainment to provide such services five (5) hours per week for thirty (30) weeks at a cost not to exceed \$15,000 for period effective 10-01-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Game on Entertainment for the 2024-2025 School Year through the 21st Century Preparatory Grant and Student Mental Health Supports Grant at a sum not to exceed \$15,000 for the period October 1, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR

## GAME ON ENTERTAINMENT

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Game on Entertainment, 637 60th Street, Niagara Falls, NY 14304.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Game on Entertainment as an independent contractor to render to the District professional services regarding electronic gaming and Game on Entertainment hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Game on Entertainment shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring to improve confidence and social emotional well-being through computer programming
- Teaching of gaming and the use of coding to students
- Five (5) hours per week for 30 weeks at Harry F. Abate Elementary, Hyde Park Elementary, Bloneva Bond Primary, and LaSalle Preparatory School

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Game on Entertainment shall not be an employee of the District. Game on Entertainment is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Game on Entertainment is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Game on Entertainment for weekly services of five (5) hours per week at Harry F Abate Elementary, Hyde Park Elementary, Bloneva Bond Primary, and LaSalle Preparatory School hereunder a sum not to exceed \$15,000 paid in five (5) equal installments of \$3,000 on November 1, 2024, December 31, 2024, February 15, 2025,

April 30, 2025, and June 30, 2025. Payment checks payable to the order of Game on Entertainment shall be deemed full payment to and acquittance by Game on Entertainment.

5. Indemnification. To the fullest extent permitted by law, Game on Entertainment 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. Game on Entertainment shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Game on Entertainment is 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, 2024 to June 30, 2025, 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 Game on Entertainment under this Agreement are unique and personal. Accordingly, Game on Entertainment 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND NIAGARA FALLS BOYS & GIRLS CLUB FOR THE 716 UNITED MENTORING PROGRAM (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The District desires to retain the Niagara Falls Boys & Girls Club as an independent consultant to provide youth mentoring and enrichment activities; and

WHEREAS, A proposed Contract has been negotiated with the Niagara Falls and the Niagara Falls Boys & Girls Club providing for the services to be performed at both prep schools for the period of September 1, 2024 through June 30, 2025 at a cost not exceed \$45,000 to be billed in two (2) installments of \$22,500 therefore be it

RESOLVED, That the Contract for professional between the City School District of City of Niagara Falls and Niagara Falls Boys & Girls Club, Inc., at a sum not to exceed \$45,000 for period September 1, 2024 through June 30, 2025 attached hereto, be and is hereby approved; and be it further

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

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

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

**CONTRACT FOR INDEPENDENT SERVICES BY  
BY NIAGARA FALLS BOYS & GIRLS CLUB**

THIS AGREEMENT, made this 26th day of September, 2024 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 Niagara Falls Boys & Girls Club, 725 17th Street, Niagara Falls, NY 14301, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent engaging afterschool and summer activities 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 which shall include but not be limited to the following:

- a. Youth mentoring to LaSalle and Gaskill Preparatory students through the 716 United Mentoring program
- b. Social-emotional support to students
- c. Collaboration with the site coordinators of the 21st Century Preparatory Grant
- d. Attendance at the quarterly advisory meetings for 21st Century Preparatory Grant
- e. Appropriate record keeping and tracking of student attendance while participating in after school programming.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 \$45,000 for implementation of the 716 United Mentoring Program in two (2) installments of \$22,500 on January 31, 2025 and June 30, 2025 up to the invoice date for weekly social-emotional support services to students at both prep schools. Invoice shall be submitted by the Second Party quarterly on the dates herein stated. 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, City School District of the City of Niagara Falls, as additional party insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from

and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

7. Term of Contract: This contract shall be effective from September 1, 2024 through June 30, 2025, 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA UNIVERSITY FOR LITERACY PROGRAMMING AT LASALLE PREPARATORY, GASKILL PREPARATORY, AND NIAGARA FALLS HIGH SCHOOL (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The District partnered with Niagara University in the previous school years to provide program services for the 21st Century Preparatory and Extended School Day Grants; and

WHEREAS, The Administration proposes that the District continue to partner with the University for 2024-2025 for literacy programming at the Prep and High School levels; and

WHEREAS, Niagara University agrees to provide the services aligned with grant objectives servicing students at LaSalle Preparatory, Gaskill Preparatory, and Niagara Falls High School; and

WHEREAS, At the Prep schools, targeted students will participate in after-school programming and virtual field trips to the Niagara University campus that will prepare them to enter the Early College High School Program; and

WHEREAS, At the high school level, students will have the opportunity to participate in multicultural literature to create a story based on culture; and

WHEREAS, The proposed Contract is effective for a term of one (1) year, commencing September 1, 2024 and ending June 30, 2025 for a total cost not to exceed \$20,000; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Niagara University for 21st Century Preparatory and Extended School Day Grant programming services for the 2024-2025 School Year; and further

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA UNIVERSITY

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, PO Box 1936 (Controller's Office), Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory and Extended School Day Grant programming for the 2024/25 School Year, and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Preparatory and Extended School Day Grants:



a) After-school programming for Fall 2024 and Spring 2025 semesters for Gaskill Preparatory and LaSalle Preparatory students who are targeted for critical literacy interventions

b) All expenses paid virtual field trips to Niagara University for students in the Prep program

c) Authorship project at Niagara Falls High School focusing on multicultural literature

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of due invoice indicating duties performed, the District shall pay to the University for services rendered up to the invoice date, a sum not to exceed \$20,000 in two equal installments each of \$10,000 payable at the conclusion of each of the two semesters on December 31, 2024 and June 30, 2025. The University shall submit invoices for services rendered at the conclusion of each of the two semesters of programming. The District shall deem payment checks payable to the order of the second party full payment to, and acquittance.

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

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Contract. This contract shall be effective from September 1, 2024 to June 30, 2025, 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.

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

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

9. Assignment: The services to be rendered by the University under this Agreement are unique and personal. Accordingly, the University party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

10. 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR E-SPORTS PROGRAMMING (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The E-Sports program has had a great impact on student engagement related to college and career readiness in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year E-Sports programming through Niagara University to Niagara Falls High School Students, and to

contract with Niagara University to provide three (3) college credit-bearing courses and enrichment experiences; and

WHEREAS, The Administration negotiated a Contract with Niagara University to provide academic course offerings, on campus field trips and enrichment experiences tailored to the students rising into 11th or 12th grade of Niagara Falls High School for a not to exceed agreed upon fee of \$30,000 payable in three equal installments of \$10,000; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2024 and ending June 30, 2025; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for E-Sports programming for the 2024/25 School Year; 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 Agreement; and

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA UNIVERSITY

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, PO Box 1936 (Controller's Office), Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of E-Sports programming for the 2024/25 School Year and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 2024/25 E-Sports Program:

a) Academic course offerings during the 2024/25 school year that include three (3) college bearing credit courses total for Fall 2024 and Spring 2025, and advisory support services offered by Niagara University staff;

b) Classroom supplies including any needed online materials;

c) On-campus visits at Niagara University including courses being taught on campus if it is mutually agreed upon;

d) A minimum of four (4) field trips facilitated by Niagara University in collaboration with Niagara Falls High School staff

e) Courses are Introduction to Coding, Introduction to Gaming, and Introduction to Marketing

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of a payment invoice, the

District shall pay to the University for its services hereunder a sum not to exceed \$30,000 in three (3) installments of \$10,000 payable to the order of the University on November 30, 2024, March 31, 2025, and June 30, 2025. Invoices shall be submitted by the University on the dates herein stated. The University shall deem payment checks payable to the order of the University full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay to the University for its services hereunder a sum not to exceed \$30,000. Payment checks payable to the order of the University in three equal installments of \$10,000 the stated dates above.

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

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name

the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Agreement. This contract shall be effective from September 1, 2024 to June 30, 2025, 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.

7. Assignment: The services to be rendered by the University under this Agreement are unique and personal. Accordingly, the University party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

8. 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.

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND LONG LIFE YOGA FOR THE 2024-2025 SCHOOL YEAR (SEPTEMBER 27, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Long Life Yoga teaches about building self-esteem through the practice of Yoga; and

WHEREAS, Long Life Yoga teaches important life skills such as team work and leadership through Yoga; and the organization has previous experience in many school districts to reach students who face difficult life challenges; and

WHEREAS, The District wishes to enter into Contract with Long Life Yoga to provide youth mentoring four (4) hours per week for students before or after school for the 2024-2025 School Year; and

WHEREAS, District Administration has negotiated a Contract with Long Life Yoga to provide such services for four (4) hours per week for a cost not to exceed

\$24,000 for period effective September 27, 2024 and to terminate June 30, 2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Long Life Yoga for the 2024-2025 School Year through the 21st Century Preparatory and School-Based Mental Health Services Grants at a sum not to exceed \$24,000 for the period September 27, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
LONG LIFE YOGA

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Long Life Yoga, 286 Victoria Boulevard, Kenmore, NY 14217.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Long Life Yoga as an independent contractor to render to the District professional services regarding Yoga and Long Life Yoga hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Long Life Yoga shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring at Gaskill Preparatory School and four (4) elementary schools: Cataract, Kalfas, Bloneva Bond, and Hyde Park before or after-school to improve confidence and social emotional well-being
- Teaching the practice of Yoga to students
- Four (4) hours per week before or after-school for the school year

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Long Life Yoga shall not be an employee of the District. Long Life Yoga is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Long Life Yoga is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Long Life Yoga for services of four (4) hours per week hereunder a sum not to exceed \$24,000 to be paid in four (4) equal installments of \$6,000 on November 30, 2024, January 31, 2025, March 31, 2025, and a final payment upon completion of the program by June 30, 2025. Payment checks payable to the order of Long Life Yoga shall be deemed full payment to and acquittance by Long Life Yoga.

5. Indemnification. To the fullest extent permitted by law, Long Life Yoga 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. Long Life Yoga shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Long Life Yoga is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 27, 2024 to June 30, 2025, 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 Long Life Yoga under this Agreement are unique and personal. Accordingly, Long Life Yoga 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARSHA MCWILSON FOR SOCIAL-EMOTIONAL SUPPORT SERVICES (SEPTEMBER 1, 2024 - DECEMBER 31, 2024) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Marsha McWilson to provide weekly youth mentoring services under the scope of the Student Mental Health Supports Grant; and

WHEREAS, Marsha McWilson has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and

WHEREAS, The District wishes to again enter into Contract with Marsha McWilson to provide weekly mentoring and social-emotional support services for students at four (4) elementary schools for a minimum of fifteen (15) hours per week; and

WHEREAS, District Administration has negotiated a new Contract with Marsha McWilson to provide such services for a minimum of fifteen (15) hours per week at a total cost not to exceed \$20,000 to be paid in monthly installments of \$5,000 on the last day of each month for the period effective 9-1-2024 and to terminate 12-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Marsha McWilson for youth mentoring services at a sum not to exceed \$20,000 for the period September 1, 2024 through December 31, 2024, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MARSHA MCWILSON

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Marsha McWilson, 1137 South Avenue, Niagara Falls, NY 14305.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Marsha McWilson as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant objectives and Marsha McWilson hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Marsha McWilson shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant at four (4) elementary schools: Harry F. Abate, Henry J. Kalfas, Bloneva Bond, and Hyde Park Elementary, including:

- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Fifteen (15) hours per week of student support services at the assigned elementary schools

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Marsha McWilson shall not be an employee of the District. Marsha McWilson is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Marsha McWilson is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Marsha McWilson for services hereunder a sum not to exceed \$20,000 to be paid in monthly installments of \$5,000 on the last day of each month (September 2024 – December 2024) for completion of a minimum of fifteen (15) hours of weekly support services to students. Payment checks payable to the order of Marsha McWilson shall be deemed full payment to and acquittance by Marsha McWilson.

5. Indemnification. To the fullest extent permitted by law, Marsha McWilson 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. Marsha McWilson shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Marsha McWilson is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of Insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This Contract shall be effective from September 1, 2024 to December 31, 2024, 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 Marsha McWilson under this Agreement are unique and personal. Accordingly, Marsha McWilson 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bass seconded by Mr. Bilson.

**APPROVAL OF CONTRACT BETWEEN SAY YES BUFFALO AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SG 4)**

WHEREAS, The District wishes to engage Say Yes Buffalo to effectively plan and strategically roll out four collaborative programs; Saturday Academy, the Breaking Barriers Youth Leadership Development Program, the Modern Youth Apprenticeship program, and a tuition-free college promise for Niagara Falls public school students; and

WHEREAS, The opportunities will allow for not only academic growth, but personal and social growth through these expanded opportunities.

WHEREAS, The attached contract has been negotiated by the administration with Say Yes Buffalo to provide such services at a cost not to exceed \$250,000 for period effective July 1st, 2024 through June 30th, 2025, therefore be it

RESOLVED, That the attached Contract between the City School District of the City of Niagara Falls and Say Yes Buffalo to strategically plan the rollout of identified programs for students and families not to exceed \$250,000 for the period of July 1st, 2024 through June 30th, 2025. Attached hereto be and is hereby approved; and further

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 contract; and be it further

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

**CONTRACT FOR COLLABORATIVE PARTNERSHIP AND STRATEGIC PLANNING  
BETWEEN SAY YES BUFFALO AND THE CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS**

THIS AGREEMENT, made this 26th September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York

14304, (hereinafter "District") and SAY YES BUFFALO, 1166 Jefferson Ave Ste A, Buffalo, NY 14208

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE that Say Yes Buffalo agrees to undertake the following responsibilities during the planning year; as follows:

1. Lead the strategic process for the rollout of Saturday Academy within the City School District of the City of Niagara Falls. This includes assessing community needs, identifying resources, and developing implementation plans.
2. Facilitate the planning for the establishment and implementation of the Breaking Barriers Youth Leadership Development Program in collaboration with the City School District of the City of Niagara Falls. This program aims to empower young men of color through leadership development initiatives.
3. Plan and collaborate with the School District to make available and expand the Say Yes Modern Youth Apprenticeship program and workforce portfolio, providing students with hands-on learning experiences and pathways to career readiness.
4. Collaboratively fundraise with the goal of an endowed post-secondary scholarship promise program for Niagara Falls students and graduates, ensuring access to postsecondary opportunities.
5. Advise and support the establishment of an Operating Committee of key stakeholders.
6. Develop marketing materials and collateral to support fundraising and start-up efforts.
7. Provide necessary data, information, and resources to support the planning efforts.

3. Relationship Between the Parties. SAY YES Buffalo is engaged by the District only for the purposes and to the extent set forth in this Agreement. All information shared between the Parties during the course of this Agreement shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing Party.

4. Compensation to Say Yes Buffalo. Upon receipt of a payment invoice, the District shall pay to SAY Yes Buffalo for its services hereunder a sum not to exceed \$250,000.00 to be paid in in four (4) installment as follows: November 15th, 2024, February 15th, 2025, May 15th, 2025 and July 15th, 2025.

5. Indemnification. To the fullest extent permitted by law, Say Yes Buffalo 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. Say Yes Buffalo shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured.

-Commercial General Liability insurance in limits of:

- a) \$4,000,000 General Aggregate
- \$4,000,000 Completed Operations Aggregate
- \$2,000,000 Personal Injury
- \$2,000,000 Each Occurrence

-Sexual Abuse/Molestation Coverage-\$1,000,000 per occurrence.

-Hired and Non-owned Auto-\$1,000,000

-Umbrella Liability insurance in limits of

- a) \$5,000,000 Each occurrence
- \$5,000,000 Completed Operations Aggregate
- \$5,000,000 General Aggregate

-Workers Compensation-subject to the laws of the state in which the work is performed and Employer's Liability coverage with a limit of \$1,000,000 Bodily injury by accident/\$1,000,000 Bodily injury by disease policy limit/\$1,000,000 Bodily injury by disease each employee.

Niagara Falls School District, Inc. will be added as additional insured on a primary and non-contributing basis. A copy of the endorsement or endorsement request will be sent to the City School District of the city of Niagara Falls prior to services being performed.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Contract. This contract shall be effective from July 1st, 2024 through June 30th, 2025 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.

7. 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 6 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$897,356.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$44,867.82; and

WHEREAS, The amount of payment the District will issue shall be \$597,356.40 less the required 5% retainage (\$44,867.82) as outlined in the contract, \$852,488.58; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$852,488.58 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 2 TO MKS PLUMBING CO. INC. FOR PLUMBING CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with MKS Plumbing for Plumbing work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, MKS Plumbing Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$7,600.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$380.00; and

WHEREAS, The amount of payment the District will issue shall be \$7,600.00 less the required 5% retainage (\$380.00) as outlined in the contract, \$7,220.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$7,220.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilaro.

**APPROVAL OF PAYMENT NO. 6 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation



for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$629,845.75; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$31,492.29; and

WHEREAS, The amount of payment the District will issue shall be \$629,845.75 less the required 5% retainage (\$31,492.29) as outlined in the contract, \$598,353.46; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$598,353.46 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 6 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$1,088,075.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$54,403.75; and

WHEREAS, The amount of payment the District will issue shall be \$1,088,075.00 less the required 5% retainage (\$54,403.75) as outlined in the contract, \$1,033,671.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,033,671.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 6 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$1,117,615.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$55,880.75; and

WHEREAS, The amount of payment the District will issue shall be \$1,117,615.00 less the required 5% retainage (\$55,880.75) as outlined in the contract, \$1,061,734.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,061,734.25 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 5 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$195,707.80; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$9,785.39; and

WHEREAS, The amount of payment the District will issue shall be \$195,707.80 less the required 5% retainage (\$9,785.39) as outlined in the contract, \$185,922.41; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$185,922.41 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 6 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$4,991.50; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$249.58; and

WHEREAS, The amount of payment the District will issue shall be \$4,991.50 less the required 5% retainage (\$249.58) as outlined in the contract, \$4,741.92; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$4,741.92 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. SCC-04 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-04 for \$6,895.00 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. SCC-05 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract;  
and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-05 for \$22,843.64 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. SCC-06 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract;  
and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-06 for \$9,654.75 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. SCC-07 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-07 for \$11,389.80 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. JWD-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. JWD-01 for \$12,278.20 to John W Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150

**The vote was as follows:**



**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CHANGE ORDER NO. GN-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

**WHEREAS, This change order is needed to amend the original contract; and**

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. GN-01 for \$32,551.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**7. Review of the Proposed Policy**

**7.01** None.

**8. Information and Reports**

**8.01** Public Comment on Non-Agenda Items

Laura Walk 4600 Hyde Park Blvd Apt 159: Spoke on dismissal times for special education students. She finds it upsetting that her son is dismissed 40 minutes earlier than other students.

Mr. Laurie responded that he appreciates her coming and waiting all evening to discuss it; he will meet with her after the meeting and rectify it.

**8.02** Superintendent's Report

The partnership with North Tonawanda and Niagara Wheatfield today students visited the went to UGRR. Our students greeted their peers; thanks to all the students and staff. Thanks also to Samika Sullivan who always attends and facilitates.

Construction trades students are working at Hyde Park building the gazebo for the city, surveying the land and so on. Students are very excited and they students are doing great. Thanks to Bishop Dobbs for allowing the use of his church's van for transportation for the students to the job site. Mr. Paretto offered that the Operating Engineer allows the students to work his machine. Next week he himself will help students learn electrical work.

Drescher & Malecki are in the district reviewing the accounting books will report October 17.

Mrs. Holody and Mr. Granieri are working on obtaining cyber insurance, which is hard for a school district to obtain. Thanks to Mr. Granieri for spearheading the District's cyber security, which positioned the District to be able to obtain this insurance.

Sadly, a heartbreaking tragedy occurred this week, as the District lost a student. We extend our sympathies to his family and friends. The students who knew the young man have had a difficult couple of days since then. With deep sadness, we send our support to the Nichols family and to his friends. We will support them in any way we can.

NFHS staff is offering services and supports. We are flying our Mourning Flag in the student's memory.

Mr. Laurie thanked the Board for its support and the staff for a superb start to school. Special kudos to high school staff, where they have had success in restraining the use of cell phones among students during school hours.

### **8.03 Board Members Report and Comments**

Mrs. Dunn thanked the NFHS staff for its support during this hard time for students. She also thanked also to Bobby Anderson; three students were working his food truck and handling themselves very well.

Mr. Capizzi thanked staff for its work, offered sympathy to the family who lost child and remembered Mr. DiFrancisco.

Mr. Bass echoed these sentiments and encouraged those dealing with mental health issues to reach out to someone.

Mr. Vilardo echoed these remarks and congratulated the August graduates.

Mr. Bilson congratulated the August graduates and expressed that he is deeply saddened by the loss the District is bearing in the loss of the student. We stand together as a District. Our students are never alone.

Mr. Cancemi offered kudos to staff as the District is in good order; the progress made on safety, comfort for students and staff is remarkable. We cannot rest calmly after losing a student. Deep sympathy to his family, we are here to give any aid they may need.

Mr. Paretto echoed like sentiments regarding the young man who has passed. God bless that family. The District I doing some great things for students; it is a source of pride to be a Board of Education member, even in difficult times.

Mr. Petrozzi congratulated the August graduates and offered condolences to the family who is bereaved.

**9. Advanced Planning**

**9.01 Future Agenda Items**

**9.02 Future Meeting Dates**

| <b>BRS</b><br><b>Thursday, Oct. 10, 2024</b>                                                                                               | <b>ARS/Regular Mtg.</b><br><b>Thursday, Oct. 17, 2024</b>                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Science of Reading                                                                                                                      | 1. External Audit                                                                                                                          |
|                                                                                                                                            | 2. Autism Program                                                                                                                          |
|                                                                                                                                            | 3. Presentation by M. Stearns                                                                                                              |
| 2. Review of Board Meeting<br>Agenda Items – Oct. 17 <sup>th</sup><br>Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> | 3. Review of Board Meeting<br>Agenda Items – Oct. 17 <sup>th</sup> Regular<br>Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> |

**10. Adjournment**

**10.01 Meeting Adjourned in memory of:**

Albert J. ‘Skip’ Gazy, retired employee, father of LPS ELA teacher Monique Crossley, father of retired NYSUT Labor Relations Specialist Lou DalPorto.

Frank Kulbago, retired teacher, brother of Gene Kulbago.

Lenora Miller, sister of retiree Vito Mecca, father in law of retiree Angela Mecca.

Luke Nichols, student, NFHS.

Alfred D. Perri, grandfather of Luciana Perri

And in memory of Robert “Bobby D” DiFrancisco, 34-year educator in the District, retiring as Principal in 2003. Principal of Niagara Catholic HS, member of the NF Education Foundation, long time board member at Empower, past president and member Friends of the Library.

Mr. Petrozzi shared these words:

The last person I want to mention this evening is a very special person to me, and to thousands of others. When you hear there’s always a teacher in a student’s life who makes a difference, this is so very true.

Bob DiFrancisco, Mr. D, as he was known, was that person for me. I would not be sitting here today, if it were not for Bobby D.

He took a shy, lacking-in-self-confidence ninth grader, and made a significant difference in my life. Not only did he order me to go to college, he gave me the confidence to be sitting here today. It was his idea that I run for the Board of Education 25 years ago, not to mention how many untruths he told to save me over the years, keeping me out of trouble.

His students were always first. He was a very unique individual. He always wanted to make people be their best. He always reached out to the underdog. Bobby helped thousands of students get through school and also become successful in their later years. He touched the lives of over 250,000 students over the years. I, again, am one example of that.

On behalf of those quarter million students, we will be forever indebted. Thank you, Mr. D, we owe you one. May you rest in peace.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**Respectfully submitted,**

**Judith Glaser, District Clerk**



**DATE:** October 10, 2024

**KIND OF MEETING:** BRS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson (left at 6 p.m.), Mr. Cancemi, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:** Mr. McLeod, Mr. Capizzi (excused)

**OTHER:** Mr. Paretto (attending NYSSBA virtual meeting)

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mr. Schwertfager, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

Science of Reading: Guests – Niagara Community Information Group (NCIG): Dr. T Schultz; Tarja Parssinen; Michael V. Barksdale, Jacqueline Castillo Blaber, Lawrence Blaber, Jr.

NCIG seeks to assist families through health, inclusion, and education initiatives.

The group presented what it feels is a reflection of the state of literacy education in the community. It reviewed Governor Hochul’s ‘Back To Basics’ Reading Plan, which includes a requirement to screen for dyslexia and dysgraphia. All school districts will be required to annually review their curriculum and instructional practices for alignment and verify by September 2025.

NCIG presented NAACP’s literacy resolutions, which enshrine literacy as a human right. The group formed a WNY educational alliance, a It has participated in non-profit committed to improving educational outcomes for students in WNY. It is a proponent of the Science of Reading. It seeks to form a Foundational Literacy Committee, in collaborative effort with the District.

WNY Educational Alliance, founder Tarja Parssinen. The Alliance is a non-profit committed to improving educational outcomes for students in WNY Hunt Institute’s “The Path Forward for Teacher Preparation & Licensure in Early Education” was shared.

NYS selected to participate in third cohort

The Literacy Academy Collective & NYSED are convening the cohort team in partnership with SUNY, CUNY, NYC Public Schools

Goal: to transform early literacy instruction in NYS by embedding the Science of Reading into educator preparation.

Science of Reading: purports to be an evidence-based, multi-dimensional approach to teaching reading. The group supports this approach. It further feels that some WNY districts are out-performing the District when comparing the income-adjusted averages.

Mrs. Blaber founder Special Education PTA spoke on the importance of family engagement. Mr. Blaber spoke specifically on a parent's perspective. His daughter has dyslexia and dysgraphia. He feels the District has no certified interventionist to assist and further feels states like Georgia are ahead of NY in helping like students. He feels improving the District would improve the city. He supports the Science of Reading.

Mr. Barksdale summarized by encouraging the District to adopt the recommendations of NCIG. He shares concerns about students with challenges.

The Blabors shared that increased awareness among teachers is important. Public education is also important, so parents and others are open to feedback or educational observations.

The group asks for partnership.

Guest: Mrs. Carolyn McLendon spoke also about her experiences with her daughter in the District in the 1990s.

Mr. Laurie thanked the group for speaking. He shared that there is a lot of common ground on these issues. It is a question of which roads to take to reach the mutually desired destination. Dyslexia/dysgraphia education is fairly new and it is encouraging that the State is looking at the issue. Mr. Laurie is curious to see what the State task force will present. The District will continue the discussion and hopes the same presentation will be made to teachers' colleges and universities. New teachers will need to be educated in these issues. Mr. Laurie will join the cause, but may not be in 100% agreement on all specifics along the way. The District will share some information about what is already taking place, including an autism coach for teachers.

Mr. Laurie shared a video made by Mr. Rotella, highlighting the trades students working with construction tradespeople in the community. This type of exposure to the Building Trades Program has expanded with partnerships that allow diverse students to work with them. Currently, students and tradespeople are building a gazebo at Hyde Park.

A review of the agenda was held. An audit committee meeting will take place next week. Two parents will present at the ARS on the subject of autism and dyslexia.

Superintendent's Remarks:

Mr. Laurie extended congratulations to Mr. Paretto, who became a grandfather to newly-born Logan.

The window for spending American Rescue Funds is closed; congratulations and thanks to Mrs. Jacklin, Mrs. Holody, and Mr. Carella, the District utilized every available fund leaving only \$6.00 unspent.

At the June presentation of the Seals of Bi-Literacy, NYS Education Department will send a representative to witness the success of this program.

Two students were recognized by the BOCES National Technical Honor Society: Jordan Andrejczak, EMT and Christian Banker, welding.

Cheryl Vilardo will be honored by the Niagara Organizing Alliance for Hope (NOAH) at the their annual dinner on October 26, 2024, for the great partnership between NOAH and NFHS.

The second Walk the World Celebration will be held Saturday, November 2, 2024, at noon at NFHS. This is a great way to celebrate diversity.

Wednesday, October 16th Black Excellence Health and Wellness Fair will be held at NFHS from 5 p.m. – 7 p.m.

Condolences on the passing of ON BOCES attorney Wayne Van Vleet, a “really good man.”

**DATE:** October 17, 2024

**KIND OF MEETING:** ARS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass(remote), Mr. Bilson (entered 6:36 p.m.), Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:** Mr. Cancemi (excused)

## **1. Agenda Review Session**

### **1.01 Topics**

Presentation of the External Audit - Drescher & Malecki

Mr. Montalbo presented this information. His team met with the Audit Committee immediately prior to this meeting. They reviewed records and presented their findings. They have an unmodified opinion. This is the best result possible.



## General Fund Revenues & Expenditures:

Fund Balance Trend: Restricted and Nonspendable Fund Balance, Assigned Fund Balance and Unassigned Fund Balance:

General Fund Fund Balance Subject to Section 1318 of Real Property Tax Law Limit Calculation remains at 4% (\$7,639,684); 4% is the most allowable by law. The District is well-positioned with respect to future obligations related to workers compensation, benefits, etc.

There is a favorable trend over last five years. Expect a more challenging trend as federal stimulus funding and favorable interest rates disappear.

School Lunch Fund: Assigned Fund Balance \$7,082,711; Nonspendable \$149,780. There are no issues of concerns in this regard.

The District's funds are stable; there are no material weaknesses. A very clean audit was the result and staff was very cooperative and provided access to all necessary records.

Mr. Laurrie thanked finance staff for their excellent work. The taxpayers should feel confident that funds are being used in the most effective, appropriate fashion. With respect to the possible loss of funding, the District is positioned to not rely on funds that may no longer be forthcoming, like Casino revenue. The District has saved all the funds it is allowed to keep. The District is fully funded to the legal limit in Workers comp and the teachers' retirement funds. We are prepared for increased costs related to employee retirement and health insurance costs, which may rise. The Internal Claims were also reviewed with the Audit Committee. Three exceptions (\$6,000) of our of an expenditure of more than \$16,000,000 were reviewed.

Mr. Laurrie introduced the following presentations. More students in the District have autism; a Special Education Parent Group has been formed. Ms. Adams' child with autism attends grade three at Kalfas School and she also has a child who attends Abate School.

Autism Program Presentation - Ms. Adams (Guest) presented her academic credentials, described her work as an elementary teacher, and described herself as an autism mom. Her goals in this presentation included educating the Board about autism, communicating the increase in autism diagnoses in the US, and defining autistic support need levels.

Autism Spectrum Disorder is non-linear; an individual can display some but not all signs of autism and can display those indicators to varying degrees. Indicators may include depression, fixations, tics, sensitivity to noise, social difficulty, anxiety, poor eye contact, aggression, abnormal speech or posture.

Persons with autism may be classified in one of three categories: level 1 (requiring support; level 2 (requiring substantial support; or level three (requiring very substantial support).

The Centers for Disease Control and Prevention (CDC) have reported on the number of children diagnosed as autistic since the year 2000 and have found a marked increase in prevalence (Please note these numbers come from samples from the United States only). In 2000, around one in 150 children had an autism diagnosis. This rose to one in 44 children in 2018, then to one in 36 children in 2020. More Black and Hispanic students have been diagnosed than in past decades, but this may indicate that White children may be more likely to be socio-economically advantaged, such that their parents could afford the medical care necessary to diagnose autism. Further, there is better understanding and recognition of signs of autism. (*Simply Psychology 2024*)

In supporting autistic students in NFCSD, it is important to use correct language, for example “neurodivergent” rather than “abnormal,” or “high support needs” rather than “low functioning.”

Developmental, Individual-Difference, Relationship-Based (DIR) and Applied Behavioral Analysis (ABA) are both effective treatment approaches for children with autism spectrum disorders (ASDs). The main difference between the two is that DIR focuses on building relationships and emotional connections, while ABA focuses on changing behaviors.

Four areas to consider to educate children with autism include environment, language, approach, and families.

Proper training of staff and communication with families is key to successfully education persons on the autism spectrum disorder.

Training and supporting staff who work with high needs Autistic individuals.

Many persons with autism have specialized strengths, like excellent long-term memory, keen observational skills, enhanced creativity and imagination. They may have an extraordinary ability to focus deeply and may be scrupulously honest or loyal.

The District is currently contracting with Dr. Marcus Thomeer at Canisius University. The Institute for Autism Research (IAR) at Canisius College is an interdisciplinary collaborative research center dedicated to understanding autism and enhancing the lives of autistic children and their families. The District is also adding more sensory rooms. Mr. Granieri is also working to get iPads© with assistive technology into schools. The District is primarily an Applied Behavior Analysis District, but needs to augment that approach.

Mr. Laurie introduced Ms. Stearns. She has a daughter in seventh grade at LPS and a daughter in eleventh grade. It is interesting that NYS has an open comment period between now and December 22, 2024 on this topic.

**A Parent’s Prospective** Ms. Stearns (Guest) shared information about dyslexia. She presented a student timeline of a student who might be diagnosed with dyslexia in grade four. For example, such a student may be unable to put sounds to letters or memorize sight words, and show a low score in reading. In this example, by grade two the student could not pass a spelling test and read-a-loud pace was slow. The COVID shutdown disrupted tutoring the child was taking. In grade three, a NeuroLearning

Dyslexia Screener showed the student was 98% positive for dyslexia. This is defined by Amplify as a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction. Secondary consequences may include problems in reading comprehension and reduced reading experience that can impede growth of vocabulary and background knowledge.

A research study found that a high level of right-side activation is the cerebral signature of those with dyslexia: expending more energy on the right side of the brain than good readers typically do.

She furthered shared research stating the while learning to speak is natural, learning to read is not, i.e., humans are designed for spoken language. Our brains do not have a system to read, we must build one. When an individual's brain cannot accomplish this, it is dyslexia. An explanation of brain growth and development was shared.

In the case of this child, the needed interventions, typically available only in Amherst, Buffalo, and Williamsville, cost about \$500 a month.

The impact of dyslexia without evidence-based intervention can include anxiety, anger, frustration, negative behaviors, low self esteem, depression, low grades, improper classroom placement resulting in school-induced trauma (hating school and refusing to go), a reduced opportunity for extra-curricular activities due to eligibility requirements, loss of peer interaction, and ultimately a high drop-out rate. People with dyslexia account for 20% of the general population but 80% of the prison population.

The costs to treat dyslexia, while considerable, are far lower than the cost of incarcerating an individual.

Ms. Stearns notes that the District has done everything she asked be done.

She is calling for universal student screening for dyslexia in the District, teacher training, and proper interventions.

Mr. Laurie commented on all teachers have to consider to serve children well. With public education we strive for equity as well as excellence. This is not true in all countries.

A review of the agenda was held.

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Prayer was offered by Mrs. Dunn.

**2.03** Roll Call

## **3.01 Letters and Communications** *(SG4)*

3.02 Oral Communications - Public Comment on Agenda Items (SG4)

3.03 Written Communications (SG4)

**4. Recommended Actions from the Superintendent of Schools - Routine Matters**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

4.01 Minutes – September 25, 2024

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

4.02 Approval of Budget Transfer - #3(SG3)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

4.03 Approval of the following Bids: (SG3)

1. WHEREAS, Funds were appropriated for Elevator and Lift Maintenance and Repair Services in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 10 – Elevator and Lift Maintenance and Repair Services; and

WHEREAS, Legal notice was published November 9, 2023 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bid was publicly opened and read on November 28, 2023 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Earl Smeal, Director of Facilities III, and Ms. Ann Schiro, 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 extension, to the following bidder in accordance with specifications, as follows:

| Award No. | Vendor                   | Award Amount                    |
|-----------|--------------------------|---------------------------------|
| 10a       | D.C.B. Elevator Co., Inc | Amount in Excess of \$32,040.00 |

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was received and filed.

#### 4.04 Treasurer's Report – September [\(SG3\)](#)

The following was received and filed.

#### 4.05 Budget Status Report – September [\(SG3\)](#)

An addendum was added to the following report on a motion by Mr. Vilardo seconded by Mr. Bilson.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

#### 4.06 Personnel Report - Certificated [\(SG2\)](#)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

An addendum was added to the following report on a motion by Mr. Bilson seconded by Mr. Vilardo.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

#### 4.07 Personnel Report - Classified [\(SG2\)](#)

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

#### 4.08 Report from Committee on Special Education [\(SG1\)](#)

The Committee on Special Education met on March 6, 2024; and August 14, 2024; and September 7, 24, 25, 27, 2024; and October 2, 3, 7, 8, 9, 10, 2024 to review Annual Reviews, and July 11, 2024; and August 28, 2024; and September 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30, 2024; and October 1, 2, 3, 4, 7, 8, 9, 10, 2024 to review and initiate the placement of students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Committee on Special Education. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, Superintendent of Schools, will answer questions pertaining to this item.

**ALTERNATIVE ACTION:**

None.

**RECOMMENDATION:**

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on March 6, 2024; and August 14, 2024; and September 7, 24, 25, 27, 2024; and October 2, 3, 7, 8, 9, 10, 2024 to review Annual Reviews, and July 11, 2024; and August 28, 2024; and September 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30, 2024; and October 1, 2, 3, 4, 7, 8, 9, 10, 2024 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**4.09 Report from Committee on Preschool Special Education [\(SG1\)](#)**

The Committee on Pre-School Special Education met on September 19, and 24, 2024; and October 3, and 8, 2024; to review and initiate the placement of preschool students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Pre-school Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Special Education Department. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, School Superintendent, will answer questions pertaining to this item.

**ALTERNATIVE ACTION:**

None.

**RECOMMENDATION:**

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education

The Committee on Pre-School Special Education met on September 19, and 24, 2024; and October 3, and 8, 2024; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**4.10 Short-Term Contracts** [\*\(SG 1,3\)\*](#)

1. Carnegie Learning Virtual Training World language teachers Spanish \$4,500.00  
F2210.540.098.0225 Jan. – Feb., 2025
2. Stacey Pellicano Dyslexia Services of WNY, LLC In person workshop for elementary teachers \$500.00 F2210.540.098.0125 November 5, 2024
3. Curriculum Associates Implementation workshops for i-Ready Math Program (teachers) \$13,000.00 F2210.540.098.0125 November 5, 2024 January 17, 2025
4. Curriculum Associates Implementation workshops for i-Ready Math Program (principals) \$2,200.00 F2210.540.098.0125 October 22, 2024
5. Elizabeth Bell Seminar: ADHA in the classroom/executive function support \$2,925.00  
F2070.400.045.8125 October 2024 – December 2024
6. Dr. Marcus Thomeer Autism classroom training \$1,480.00 F2110.404.098.9324  
November 5, 2024
7. Over The Falls Transportation and Tours Sports Transportation \$6,885.00  
A2855 400 025 October 2024
8. Over The Falls Transportation and Tours Sports Transportation \$3,750.00  
A2855 400 025 October 2024
9. Jeffrey Warren Coaching from the Fillmore-conflict resolution/anger management  
\$1,200.00 F2110.400.049.0325 October 3, 2024
10. Jeffrey Warren Coaching from the Fillmore-conflict resolution/anger management  
\$1,200.00 F2110.400.049.0325 October 3, 2024

11. Kelly White Protekt UR Known Antbullying and mental health Workshops for students GPS  
\$10,500 F2110.400.049.0325 October 3, 2024 – May 21, 2025  
12. Niagara Falls Convention Center Male and Female Summit with the Niagara Falls Housing  
Authority NTE \$6776 A2280.540.007 October 4, 2024

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**4.11 Report from Head Start/Early Head Start (SG1)**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**5. Unfinished Business**

**5.01 None.**

**6. New Business**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF RECEIPT OF GIFT FROM THE TEACHER'S DESK (SG 4)**

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Teacher's Desk has donated supplies, materials and hygiene products to the Niagara Falls City School District; and

WHEREAS, This donation will be used by students and families within the District,

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of supplies, materials and hygiene products; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

John Mika  
The Teacher's Desk  
Buffalo NY  
716-602-0241

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF RECEIPT OF GIFT FROM JEWISH FAMILY SERVICES OF WESTERN NEW YORK (SG 4)**



WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Jewish Family Services of Western New York donated a monetary gift to the Niagara Falls City School District; and

WHEREAS, This donation will be used for the Walk the World Cultural Fair on November 2, 2024 as well as for ENL programming support; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of the monetary gift; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Jaimi Stapf  
Director of Programs Niagara Falls  
Jewish Family Services of Western New York  
70 Barker Street  
Buffalo, NY 14209

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 EXTENDED SCHOOL DAY / SCHOOL VIOLENCE PREVENTION PROGRAM**

WHEREAS, The Extended School Day/School Violence Prevention Program encourages public school districts, not-for-profit educational organizations, and community-based organizations to work collaboratively in offering programs to prevent violence and promote tolerance; and

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 \$350,000.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2024/2025 Extended School Day/School Violence Prevention Program; and

RESOLVED, That the grant award of \$350,000.00 be credited to Revenue Account F3289.660.25 Extended School Day/Violence Prevention; and

RESOLVED, That the money be expended in the following function/object codes:

| Account             | Description                  | Budget       |
|---------------------|------------------------------|--------------|
| F 2110.140-098-6625 | 24/25 EXT DAY - SCHEDULE B   | \$167,380.00 |
| F 2110.151-045-6625 | 24/25 EXT DAY - STIPENDS     | \$3,000.00   |
| F 2110.167-045-6625 | 24/25 EXT DAY - HRLY CLSFD   | \$7,960.00   |
| F 2110.177-045-6625 | 24/25 EXT DAY - CLASS ASSOC  | \$35,000.00  |
| F 2110.400-045-6625 | 24/25 EXT DAY - PRCHD SRVCS  | \$128,000.00 |
| F 2110.409-098-6625 | 24/25 EXT DAY - TRAVEL       | \$750.00     |
| F 2110.450-045-6625 | 24/25 EXT DAY - SUPPLIES     | \$4,410.00   |
| F 2815.167-045-6625 | 24/25 EXT DAY - SUMMER NURSE | \$3,500.00   |
|                     |                              | \$350,000.00 |

Revenue Code: F3289.660.25

**ABSTRACT**

1. School District: 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: \$350,000.00
5. Total Staff: 0.8
6. Number of Clients Served: 2,000
- 7-9. Major Objectives/Activities/Evaluation:
  - Maximize the achievement of all students related to the learning standards with an emphasis on problem-solving, listening, speaking, critical thinking, and communication.
  - 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.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL 2.0 GRANT**

WHEREAS, The New York State Pathways In Technology Early College High School 2.0 (NYS P-TECH 2.0) Program will prepare thousands of New York students for the future by preparing them for high-skilled jobs in the fields of technology and manufacturing; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$250,000.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2024/2025 New York State Pathways in Technology 2.0 Grant; and be it further

RESOLVED, That the grant award of \$250,000.00 be credited to the following Revenue Account:

1. F3289.870.25 – 2024/2025 P-TECH 2.0 REVENUE - \$250,000.00; and be it further

RESOLVED, That the money be expended in the following function/object codes:  
Appropriation Description Amount

| Account | Description | Budget |
|---------|-------------|--------|
|---------|-------------|--------|

|                                                             |           |
|-------------------------------------------------------------|-----------|
| F 2110.140-098-872524/25 P-TECH 2.0 - SCHEDULE B / PER DIEM | \$38,980  |
| F 2110.150-014-872524/25 P-TECH 2.0 - GRANTS ADMIN          | \$8,000   |
| F 2110.152-014-872524/25 P-TECH 2.0 - PROG DIR              | \$57,500  |
| F 2110.164-014-872524/25 P-TECH 2.0 - CLERICAL              | \$6,250   |
| F 2110.400-098-872524/25 P-TECH 2.0 - PRCHD SRVCS           | \$45,585  |
| F 2110.409-098-872524/25 P-TECH 2.0 - TRAVEL                | \$26,000  |
| F 2110.450-098-872524/25 P-TECH 2.0 - SPLS                  | \$47,701  |
| F 2110.800-096-872524/25 P-TECH 2.0 - ERS                   | \$8,471   |
| F 2110.802-096-872524/25 P-TECH 2.0 - TRS                   | \$10,563  |
| F 2110.807-096-872524/25 P-TECH 2.0 - HEALTH INS            | \$950     |
|                                                             | \$250,000 |

Revenue Code: F3289.870.25

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 FEDERAL IDEA (EDUCATION OF STUDENTS WITH DISABILITIES ACT) FUNDING – PART B, SECTIONS 611 AND 619**

WHEREAS, The Federal Government, through the State Education Department, has made funds available for ESEA Section 611 and ESEA Section 619 – Federal IDEA Funding for the Education of Students with Disabilities Act; and

WHEREAS, Sections 611 and 619 allocate 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 \$2,257,598.00 for Section 611 and \$109,872.00 for Section 619 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 Federal IDEA Funding for the Education of Students with Disabilities Act – Sections 611 and 619; and be it further

RESOLVED, that the grant award of \$2,257,598.00 for Section 611 be credited to revenue account code F4256.070.25; and be it further

RESOLVED, that the grant award of \$109,527.00 for Section 619 be credited to revenue account code F4256.730.25; and be it further

RESOLVED, that the money be expended from the following function/object codes for Section 611; and be it further

| Account | Description | Budget |
|---------|-------------|--------|
|---------|-------------|--------|

|                                                          |           |
|----------------------------------------------------------|-----------|
| F 2250.132-098-072524/25 IDEA 611 - PER DIEM             | \$103,447 |
| F 2250.133-045-072524/25 IDEA 611 - SPED TCHR - NFHS     | \$235,106 |
| F 2250.133-056-072524/25 IDEA 611 - SPED TCHR – ABATE    | \$75,239  |
| F 2250.133-057-072524/25 IDEA 611 - SPED TCHR - CATARACT | \$189,789 |
| F 2250.133-061-072524/25 IDEA 611 - SPED TCHR - BBPS     | \$74,038  |
| F 2250.133-065-072524/25 IDEA 611 - SPED TCHR - 79TH     | \$76,495  |
| F 2250.133-098-072524/25 IDEA 611 - SPEECH TCHR - D/W    | \$95,998  |

|                                                        |             |
|--------------------------------------------------------|-------------|
| F 2250.138-007-072524/25 IDEA 611 - SPED TSA - C/O     | \$142,423   |
| F 2250.138-014-072524/25 IDEA 611 - CSE CHAIRPERSON    | \$115,108   |
| F 2250.140-098-072524/25 IDEA 611 - SCHEDULE B         | \$61,633    |
| F 2250.143-049-072524/25 IDEA 611 - SPED TA - GPS      | \$33,814    |
| F 2250.143-056-072524/25 IDEA 611 - SPED TA - ABATE    | \$33,814    |
| F 2250.143-057-072524/25 IDEA 611 - SPED TA - CATARACT | \$48,131    |
| F 2250.143-058-072524/25 IDEA 611 - SPED TA - H/P      | \$24,066    |
| F 2250.147-045-072524/25 IDEA 611 - PSA - NFHS         | \$112,787   |
| F 2250.147-049-072524/25 IDEA 611 - PSA - GPS          | \$52,149    |
| F 2250.147-058-072524/25 IDEA 611 - PSA - H/P          | \$50,162    |
| F 2250.147-065-072524/25 IDEA 611 - PSA - 79TH         | \$52,149    |
| F 2250.164-014-072524/25 IDEA 611 - CLERICAL           | \$180,605   |
| F 2250.177-045-072524/25 IDEA 611 - SPED ASSOC - NFHS  | \$53,198    |
| F 2250.177-098-072524/25 IDEA 611 - SPED ASSOC - HRLY  | \$5,298     |
| F 2250.400-098-072524/25 IDEA 611 - PRCHD SRVCS        | \$355,429   |
| F 2250.409-098-072524/25 IDEA 611 - TRAVEL             | \$2,010     |
| F 2250.450-079-072524/25 IDEA 611 - SPLS - CATH ACAD   | \$14,388    |
| F 2250.450-084-072524/25 IDEA 611 - SPLS - CTK         | \$3,924     |
| F 2250.450-098-072524/25 IDEA 611 - SPLS               | \$3,765     |
| F 2820.133-050-072524/25 IDEA 611 - PSYCHOLOGIST - LPS | \$62,633    |
| Total                                                  | \$2,257,598 |

Revenue Code: F4256.070.25

RESOLVED, that the money be expended from the following function/object codes for Section 619:

| Account             | Description                       | Budget   |
|---------------------|-----------------------------------|----------|
| F 2250.133-014-7325 | 24/25 IDEA 619 - PROJ DIR         | \$72,982 |
| F 2250.400-098-7325 | 24/25 IDEA 619 - PRCHD SRVCS      | \$31,725 |
| F 2250.409-098-7325 | 24/25 IDEA 619 - TRAVEL           | \$670    |
| F 2250.450-079-7325 | 24/25 IDEA 619 - SPLS - CATH ACAD | \$846    |
| F 2250.450-098-7325 | 24/25 IDEA 619 - SPLS             | \$1,000  |
| F 2250.803-096-7325 | 24/25 IDEA 619 - FICA             | \$2,304  |
| Total               | \$109,527                         |          |

Revenue Code: F4256.730.25

#### ABSTRACT

1. School District – Niagara Falls City School District
2. Title of Project – Federal IDEA Funding for the Education of Students with Disabilities Grant
3. Funding Source – State Education Department
4. Total Budget, Section 611 - \$2,257,598.00
5. Total Budget, Section 619 - \$109,527.00
6. Total Staff, Section 611 – 25.40
7. Total Staff, Section 619 – 1.00
8. Number of Clients Served – 1403
9. Objectives:
  - Increase the number of students passing the Standards

- Increase the number of students receiving a Regents 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)
10. Major evaluation:
- Conduct annual review of children

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 NIAGARA FALLS  
TEACHER RESOURCE CENTER**

WHEREAS, The Regents have made available State appropriations to operate Teacher Resource Centers (TRC); and

WHEREAS, District staff prepared and submitted an application for the 2024/2025 Teacher Resource Center Grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$66,938.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 Teacher Resource Center Grant; and

RESOLVED, that the grant award of \$66,938.00 be credited to revenue account code F3289.810.25; and

RESOLVED, that the money be expended from the following function/object codes for Teacher Resource Center:

| Account             | Description                       | Budget   |
|---------------------|-----------------------------------|----------|
| F 2070.140-098-8125 | 24/25 TRC - SCHEDULE B / PER DIEM | \$15,583 |
| F 2070.151-098-8125 | 24/25 TRC - STIPENDS              | \$22,500 |
| F 2070.400-045-8125 | 24/25 TRC - PRCHD SRVCS           | \$18,000 |
| F 2070.409-098-8125 | 24/25 TRC - TRAVEL                | \$1,181  |
| F 2070.450-045-8125 | 24/25 TRC - SPLS                  | \$9,674  |
|                     |                                   | \$66,938 |

Revenue Code: F3289.810.25

**ABSTRACT**

- 1.School District – Niagara Falls City School District
- 2.Title of Project – Niagara Falls Teacher Resource Center
- 3.Funding Source – State Education Department
- 4.Total Budget - \$66,938.00
- 5.Total Staff – 0.00
- 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.
- 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 was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE CITY OF NIAGARA FALLS, NEW YORK FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS TO BECOME THE SUBRECIPIENT OF A COMMUNITY DEVELOPMENT BLOCK GRANT FOR YOUTH SERVICES AND ACCEPTANCE OF FUNDS FROM SUCH CONTRACT**

WHEREAS, The City of Niagara Falls, New York applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, The City of Niagara Falls, New York wishes to engage with the City School District of the City of Niagara Falls to be a subrecipient in utilizing such funds; and

WHEREAS, The City of Niagara Falls, New York has appropriated \$25,000.00 to the City School District of the City of Niagara Falls to be used to provide afterhours tutoring for struggling students at its 6 elementary schools; and

WHEREAS, The afterschool tutoring program will be held at 3716 Highland Avenue, and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into a contract, heretofore attached, with the City of Niagara Falls, New York to provide such tutoring services as outlined in the contract; and

WHEREAS, The Board of Education shall act on this item now so that funds may be encumbered; therefore be it

RESOLVED, that the contract between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York be hereby approved; and be it further

RESOLVED, that the contract is subject to such modifications as the Superintendent of Schools and the 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 be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education, and be it further

RESOLVED, That the Board of Education accepts the funds appropriated in the contract; and be it further

RESOLVED, That the grant award be credited to revenue code F3289.620.25; and be it further

RESOLVED, That the money be expended in the follow function/object codes:  
Account      Description      Budget

F2770.400-098-6225      24/25 CDBG – PRCHD SRVCS      \$25,000.00

Total      \$25,000.00

Revenue Code: F4289.620.25

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**ACCEPTANCE OF THE 2023-2024 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION (SG 3)**

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 accepts the 2023-2024 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 was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BOND", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (SG 3)**

WHEREAS, the City School District of the City of Niagara Falls, Niagara County, New York (hereinafter, the "School District") heretofore issued \$25,150,000 School District Refunding (Serial) Bonds, 2014, dated July 29, 2014, pursuant to a duly authorized refunding bond resolution dated May 22, 2013 and a bond determinations certificate of the President of the Board of Education (hereinafter referred to as the "Refunded Bond Certificate"), such School District Refunding (Serial) Bonds, 2014, now outstanding in the amount of \$15,545,000, maturing on September 15 annually in each of the years 2025 to 2035, both inclusive, as more fully described in the Refunded Bond Certificate; and

WHEREAS, it would be in the public interest to refund all or a portion of the \$15,545,000 outstanding principal balance of said bonds maturing in the years 2025 to 2035, both inclusive (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will result in present value savings in debt service as so required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. For the object or purpose of refunding the \$15,545,000 outstanding principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium payable on the Refunded Bonds, and (v) the premium or



premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, refunding serial bonds of the School District are hereby authorized pursuant to the provisions of Section 90.10 of the Local Finance Law (the "School District Refunding Bonds" or the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$15,840,000, as provided in Section 4 hereof. The School District Refunding Bonds shall each be designated substantially "SCHOOL DISTRICT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R 24 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the President of the Board of Education pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the President of the Board of Education shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the School District by lot in any customary manner of selection as determined by the President of the Board of Education.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book Entry Only system of DTC. In the event that either DTC shall discontinue the Book Entry Only system or the School District shall terminate its participation in such Book Entry Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book Entry Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the School District Clerk as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the School District maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the President of the Board of Education providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the President of the Board of Education as fiscal agent of the School District for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The President of the Board of Education, as chief fiscal officer of the School District, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he or she shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said School District, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the School District, regardless of whether the Refunding Bonds are initially issued in certificated or non certificated form; provided, however, that the President of the Board of Education is also hereby authorized to name the School District Clerk as the Fiscal Agent in connection with the Refunding Bonds.

The President of the Board of Education is hereby further delegated all powers of this Board of Education with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the School District by the manual or facsimile signature of the President of the Board of Education, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by Section 90.10 of the Local Finance Law, and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the President of the Board of Education shall determine. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant

to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds, for the objects or purposes financed by the Refunded Bonds, pursuant to paragraph a of Section 11.00 of the Local Finance Law, is thirty years;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution ( the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and hereby made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$15,840,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit A. This Board of Education recognizes that the Refunding Bonds may be issued in one or more series, and for all of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the School District will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The President of the Board of Education is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the President of the Board of Education; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the

requirements of Section 90.10 of the Local Finance Law as applicable. The President of the Board of Education shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the School District Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The President of the Board of Education is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President of the Board of Education shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in the Local Finance Law.

Section 6. The faith and credit of said City School District of the City of Niagara Falls, Niagara County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall be annually levied on all the taxable real property in said School District a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the School District to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the School District irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the School District shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the School District hereby elects to call in and redeem each of the Refunded Bonds which the President of the Board of Education shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The

sum to be paid therefor on such redemption date shall be the par value thereof, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the School District in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private or public sale to such purchaser (the "Underwriter") as shall be determined by the President of the Board of Education for purchase prices to be determined by the President of the Board of Education, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 11. The President of the Board of Education and all other officers, employees and agents of the School District are hereby authorized and directed for and on behalf of the School District to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the President of the Board of Education and all powers in connection thereof are hereby delegated to the President of the Board of Education. The President of the Board of Education shall be further authorized to issue said Refunding Bonds pursuant to Section 90.10 of the Local Finance Law as said officer shall determine necessary.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,  
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said School District, together with a notice of the School District Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated:        October 17, 2024.

The foregoing resolution was duly put to a vote which resulted as follows:

|       |        |       |
|-------|--------|-------|
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |

The resolution was thereupon declared duly adopted.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL TO BIND CYBER SECURITY INSURANCE WITH COALITION INSURANCE SOLUTIONS, INC. THROUGH WRIGHT RISK MANAGEMENT AND NEW YORK STATE INSURANCE RECIPROCAL (“NYSIR”), AS PROPOSED, FOR THE DOLLAR AMOUNT OF \$36,560.63, FOR THE PERIOD OCTOBER 1, 2024 TO SEPTEMBER 30, 2025 [\(SG 1\)](#)**

WHEREAS, the City School District of the City of Niagara Falls purchases property and equipment, general liability, automobile, umbrella, inland marine, crime, cyber security, student accident, excess workers’ compensation and builder’s risk (for capital construction) insurance to protect the school system from many perils and legal liabilities.; and

WHEREAS, the Board of Education acknowledges it has insurance requirements that require specific endorsements and that without those endorsements the District would be exposed to significant out-of-pocket costs; and

WHEREAS, NYSIR provides one million dollars of cyber security coverage included in the annual general liability policy; and

WHEREAS, it is advantageous to bind additional Cyber Security insurance with Coalition Insurance Solutions through Wright Risk Management; and

WHEREAS, Coalition Insurance Solutions is the preferred proposal for additional Cyber Security insurance; therefore, be it

RESOLVED, The Board of Education approves binding additional Cyber Security insurance with Coalition Insurance Solutions, Inc. through Wright Risk Management, as proposed, for the dollar amount of \$36,560.63 for the period October 1, 2024 to September 30, 2025; and be it further

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF A LEASE BETWEEN THE CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS AND THE BOYS AND GIRLS CLUB TO LEASE SPACE FOR ALTERNATIVE AND REMOTE STUDENTS (SG 1)**

WHEREAS, The rental provided in the lease shall be \$50,000.00; and  
WHEREAS, The Niagara Falls Boys and Girls Club has requested the lease payable in equal monthly installments of \$5,000.00 is fair rental for the facility; and

WHEREAS, The Niagara Falls Boys and Girls Club and District have agreed on provision of the lease; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease with the Niagara Falls Boys and Girls Club to lease space for the Alternative and Remote School Program, which is attached hereto; 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 LEASE dated the 17th day of October, 2024, by and between the NIAGARA FALLS Boys and Girls Club, a public housing agency organized under the laws of the State of New York, having its principal office at 744 – Tenth Street, Niagara Falls, New York 14301 hereinafter called “Landlord” and SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, having its principal office at 630-66th Street, Niagara Falls, New York 14304, hereinafter called “Tenant”.

1. PREMISES. The Landlord leases to the Tenant, and Tenant takes from the Landlord, that space referred to as the Alternative and Remote School Portion of the Niagara Falls Boys and Girls Club, 725 Seventeenth Street, 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 facilities.

2. TERM. The premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of one (1) year, commencing on the first day of occupancy, which is September 16, 2024, and ending on the 30th day of June, 2025.

3. USE AND OCCUPANCY. The Tenant shall use the premises only for the Tenant’s normal activities, including, without limitation, operation of an alternative and remote school. The premises are available to the Tenant on the basis of Landlord’s calendar

during normal work hours (7:00 a.m. to 4:00 p.m., Monday through Friday). The premises are not available to Tenant during emergency closings. The Tenant shall pay to Landlord the actual costs incurred by Landlord if any, for use outside of normal working hours.

Specific education programs will be made available for Alternative and Remote classes during the day for NFHS children and adults.

This Lease shall be void and unenforceable if entered into in violation of GML 801 or Section 410 of Chapter 700.

4. RENT. Tenant shall pay Landlord rent in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in ten (10) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. 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, which consent shall be in Landlord's sole discretion.

6. 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 Tenant will provide all U.S. Department of Housing and Urban Development/Niagara Falls Housing Authority required insurance coverages for the Alternative School and its operations.

The Technology classroom, which contains computers and other technical equipment, will be co-insured by the Landlord and Tenant.

The Landlord shall save the Tenant harmless and indemnify the Tenant to full extent permitted by law for all or any legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Landlord's use, occupancy and/or maintenance and/or repair of the premises except for negligence of the Tenant and its employees.

The Tenant shall save and indemnify the Landlord harmless to the fullest extent permitted by any or all 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 except for the negligence of the Landlord and its employees.

The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the Landlord as additional party insured in the amount of at least One Million Dollars (\$1,000,000.00) with respect to death or bodily injury to any one or more persons and

One Hundred Thousand Dollars (\$100,000.00) with respect to property damage arising from the use or occurring on or about the Premises. 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 cancellable, except upon ten (10) days prior written notice to Landlord.

7. 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.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS SUBMISSION OF THE "CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS ENVIRONMENTAL AND ECOLOGICAL STUDENT AMBASSADOR SUMMIT" TO THE NIAGARA RIVER GREENWAY COMMISSION AND THE HOST COMMUNITY GREENWAY STANDING COMMITTEE (SG 1)**

WHEREAS, the City School District of the City of Niagara Falls is designated as a Host Community as part of the Host Communities Relicensing Agreement dated June 27, 2005 and as a Host Community receives "Greenway Funding" as part of the New York Power Authority (NYPA) Relicensing Agreement; and

WHEREAS the Greenway funds are to be used for parks, tourism, recreation, and related facilities consistent with the Greenway Plan; and

WHEREAS the District is planning to participate in the environmental and ecological ambassador summit by students of Niagara Falls High School; and

WHEREAS the District intends to use its Greenway Funds to pay for the improvements and related facilities which are consistent with the Greenway Plan; and

WHEREAS the Superintendent recommends the use of the District's Greenway Funds for payment of the student participation and the submission of the plan to the Niagara River Greenway Commission and Host Community Standing Committee; now therefore, be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby approves the allocation of so much of its Greenway Funds, for the payment of student participation the total cost of which shall exceed \$15,000 and directs that the project be submitted the Niagara River Greenway Commission and the Host Community Greenway Standing Committee for all necessary and required actions; and it is further

RESOLVED, That the President of the Niagara Falls Board of Education and the District Clerk be and are hereby authorized to take what ever action necessary and required to effectuate the purposes of this Resolution including submitting participation in the environmental and ecological ambassador summit to the Niagara River Greenway Commission and Host Community Greenway Standing Committee.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF AMENDED MUNICIPAL COOPERATION AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK, FOR THE SERVICES OF POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS PERIOD JULY 1, 2024 – JUNE 30, 2025**

**(SG 1)**

WHEREAS, Maintaining a safe and orderly environment in our schools has been and continues to be of paramount importance to the students, staff, parents, and community; and

WHEREAS, To that end, the City School District of the City of Niagara Falls previously approved Municipal Cooperation Agreements with the City of Niagara Falls, providing the services of uniformed police officers to serve as School Resource Officers in the High School and Preparatory Schools, which Municipal Cooperation Agreements were effective through June 30, 2024; and

WHEREAS, In order to continue the services of the uniformed Police Officers as School Resource Officers in Niagara Falls High School and Gaskill and LaSalle Preparatory Schools through the 2024-2025 school year, with a uniformed Police Officer as a rotating School Resource Officer to service the District's eight (8) Elementary Schools, the Superintendent recommends the approval of an Amended Municipal Cooperation Agreement providing for the continuation of the services of five (5) uniformed Police Officers as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2024 through June 30, 2025 and two (2) uniformed Police Officers as Security Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$690,611.00, inclusive of cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement that became effective on September 1, 2024; and

WHEREAS, The Municipal Cooperation Agreement should be approved so that the services of Police Officers as School Resource Officers continue for period from July 1, 2024 through June 30, 2025; therefore be it

RESOLVED, that the Board of Education hereby approves the Amended Municipal Cooperation Agreement between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York, for the services of five (5) Police Officers to serve as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2024 through June 30, 2025 and two (2) uniformed Police Officers as School Resource Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$690,611.00, inclusive of cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement that became effective on September 1, 2024; and be it further

RESOLVED, that the Municipal Cooperation 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 Municipal Cooperation Agreement; and

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

AMMENDED MUNICIPAL COOPERATION AGREEMENT  
SCHOOL RESOURCE OFFICERS - 2024-25

This Municipal Cooperation Agreement (the "Agreement") made this \_\_\_\_ day of 2024 and effective the 1st day of July, 2024 by and between the OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS organized under the laws of the State of New York with offices at 630 - 66th Street, Niagara Falls, NY 14304 (the "DISTRICT").

WITNESSETH:

WHEREAS, the CITY employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the DISTRICT has as one of its buildings the Niagara Falls High School located at 4455 Porter Road, Niagara Falls, NY, (the "High School") which is home to approximately 2300 faculty, staff and students; and also owns and operates LaSalle Prep School located at 7436 Buffalo Avenue, Niagara Falls, NY, and Gaskill Prep School located at 910 Hyde Park Boulevard, Niagara Falls, NY, (the "Prep Schools"); and owns and operates eight elementary schools: H.F. Abate Elementary School located at 1625 Lockport Street, Niagara Falls, NY; Cataract Elementary School located at 6431 Girard Avenue, Niagara Falls, NY; G.J. Mann Elementary School located at 1330 - 95th Street, Niagara Falls, NY; Hyde Park Elementary School located at 1620 Hyde Park Blvd, Niagara Falls, NY; H.J. Kalfas Elementary School located at 1800 Beech Avenue, Niagara Falls, NY; Maple Avenue Elementary School located at 952 Maple Avenue, Niagara Falls, NY; Bloneva Bond Primary School located at 2513 Niagara Street, Niagara Falls, NY; 79th Street School located at 551 - 79th Street ("Elementary Schools"); and

WHEREAS, in year 2000, the DISTRICT identified the need for a sworn, uniformed full-time Police Officer employed by the Niagara Falls Police Department ("NFPD") to serve as a School Resource Officer ("SRO"); and

WHEREAS, the duties and expectations of the SRO are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the DISTRICT believes that it is in the best interest of the DISTRICT and its faculty, staff and students to have SROs on site at the High School and at the Prep Schools at times when faculty, staff and students are present; and

WHEREAS, the CITY and the DISTRICT had discussions about NFPD Officers being detailed at the High School, the Prep Schools and the Elementary Schools which resulted in an agreement between the CITY and the DISTRICT to have two (2) NFPD Officers acting as SROs detailed at the High School; one (1) SRO detailed at Gaskill Prep School; one (1) SRO detailed at LaSalle Prep School; and one (1) SRO detailed to rotate among the Elementary Schools, with the DISTRICT reimbursing the CITY for the full cost of these SROs; and

WHEREAS, this arrangement has proven to be beneficial to both the DISTRICT and the CITY; and

WHEREAS, the CITY and the DISTRICT wish to continue this arrangement for the DISTRICT's academic year commencing on July 1, 2024 and concluding June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CITY and the DISTRICT hereby agree as follows:

1 . TERM. The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless sooner terminated in accordance with the terms of this Agreement.

2. PAYMENT. The DISTRICT agrees to reimburse the CITY for the entire cost of the two (2) SROs detailed to the High School July 1, 2024 through June 30, 2025; the two (2) SROs detailed to the Prep Schools; and one (1) SRO detailed to rotate among the Elementary Schools, September 1, 2024 through June 30, 2025. The total cost is estimated to be the sum of \$690,611 including cost adjustments and increases incurred by the CITY pursuant to the Collective Bargaining Agreement (the "CBA") in place between the CITY and the CITY of Niagara Falls Police Club, of which the individuals designated to serve as SROs are members, effective September 1, 2024 through calendar year 2025. The DISTRICT agrees to reimburse the CITY in two payments for the cost of the SROs. The first such payment shall be due and payable on January 31, 2025 in the amount of \$276,244 and the second such payment in an amount Not to Exceed \$414,367 is due and payable on June 30, 2025 inclusive of any adjustments made pursuant to the CBA, or reimbursements referred to herein. The CITY shall provide an itemized invoice for the final Not to Exceed amount due in June 2025. Payments shall be made by the DISTRICT to the CITY within thirty (30) days of the due date. In addition, the DISTRICT agrees to reimburse the CITY for the cost of any special training obtained by the SROs which is unique and specialized for an SRO position. The DISTRICT must first agree that any such training is necessary and desirable in order for such reimbursement to occur. The DISTRICT also agrees to reimburse the CITY for any overtime costs incurred by the CITY that results from the DISTRICT requiring any or all of the SROs to be present at DISTRICT events or activities outside the usual SRO work day.

3. COST OVERRUNS. The CITY and the DISTRICT agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in Paragraph 2 above which may be necessitated as a result of the CBA referred to herein.

4. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the SROs shall be determined by the SROs' supervisor at NFPD in consultation with the DISTRICT's Superintendent or his designee. The CITY agrees that the NFPD Officers designated as the SROs shall report for duty at the High School and the Prep Schools on days and times designated by the SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee. On days when the High School and/or the Prep Schools may not be in session, or when the SROs are not scheduled to report to the High School or the Prep Schools for any other reason, the DISTRICT may utilize the SROs elsewhere in

the DISTRICT as determined by the SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee.

5. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the SROs and the amount to be paid by the DISTRICT except as provided in Paragraph 2 hereof without the prior written approval of both the CITY and the DISTRICT. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the SROs' position. Any changes which are substantive or alter the scope, intent or basic elements of the SROs' position will be implemented by an amendment to this Agreement, provided the same are acceptable to both the CITY and the DISTRICT.

6. RECORDS. The DISTRICT agrees to keep full and accurate records regarding the hours worked by the SROs at the High School and the Prep Schools and or any other alternate location the SROs may work, as directed by their supervisors at the NFPD in

consultation with the DISTRICT's Superintendent or his designee. The DISTRICT shall furnish a copy of the records of the SRO's hours worked to the CITY upon request.

7. **TERMINATION.** The parties agree that the failure of the SROs to render satisfactory services to the DISTRICT may be deemed a cause for the suspension or termination of this Agreement. In the event the DISTRICT shall deem that the SROs have not provided satisfactory services to the DISTRICT for any reason, the DISTRICT agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the SRO officer so designated. The parties agree that the CITY shall then have thirty (30) days within which to cause the officer designated as the SRO to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the CITY will then designate an alternate sworn, full time NFPD Police Officer acceptable to the DISTRICT, to serve as SRO. Notwithstanding anything herein to the contrary, the DISTRICT shall have the right to terminate this Agreement for any reason upon giving the CITY sixty (60) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.

8. **INDEMNIFICATION.** To the extent permitted by law, the CITY and the DISTRICT agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard the City is self-insured and attaches hereto Schedule "A" a Certificate of Self Insurance.

9. **NON-DISCRIMINATION.** The CITY and the DISTRICT shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

IO. **APPROVALS.** This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the DISTRICT and CITY have executed this Agreement on the day and year indicated.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JASON SCOTT FOR THE BLACK EXCELLENCE MENTORING PROGRAM (OCTOBER 18, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to improve the academic, behavioral, social and emotional needs of high-risk youth; and

WHEREAS, Since the inception of the Black Excellence Mentoring Program under the scope of the Family and Community Engagement Grant, Jason Scott served as a mentor; and

WHEREAS, Jason Scott has prior experience in mentoring males regarding the importance of focus, discipline, and respect; and is familiar with the policies and procedures of the District as well as the format of the Black Excellence Mentoring Program; and

WHEREAS, District Administration has negotiated a Contract with Jason Scott to provide such services at a cost not to exceed \$4,000 (80 hours at \$50.00 per hour) over the life of the contract; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Jason Scott for Black Excellence Mentor Program Co-Facilitator Services (10-18-2024 - 6-30-2025) at a sum not to exceed 80 hours for \$4,000 for the period effective October 18, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
JASON SCOTT

THIS AGREEMENT, made this 17th day of October 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Jason Scott, 424-12TH Street, Niagara Falls, NY 14303.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Jason Scott as an independent contractor to render to the District professional services regarding implementation of the Family and Community Engagement Grant objectives and Jason Scott hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Jason Scott shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Family and Community Engagement Grant for the Black Excellence Mentoring Program during the 2024-2025 school year, including:

- Student mentoring to improve academic, behavioral, emotional and social well-being

- Arranging and facilitating activities for the male mentors and mentees in the program for October 18, 2024 – June 30, 2025 at a cost not to exceed \$4,000 (80 hours at \$50.00 per hour) at Niagara Falls High School

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Jason Scott shall not be an employee of the District. Jason Scott is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Jason Scott is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Jason Scott for services hereunder a sum not to exceed \$4,000 to be paid in two installments of \$2,000 on December 31, 2024 and June 30, 2025. Payment checks payable to the order of Jason Scott shall be deemed full payment to and acquittance by Jason Scott.

5. Indemnification. To the fullest extent permitted by law, Jason Scott 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. Jason Scott shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Jason Scott is 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 18, 2024 to June 30, 2025, 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 Jason Scott under this Agreement are unique and personal. Accordingly, Jason Scott 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PROJECT L.E.E. INC. FOR STUDENT SUPPORT SERVICES (OCTOBER 1, 2024 – MAY 31, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In past school years, the District contracted with Project L.E.E. Inc. at LaSalle and Gaskill Preparatory Schools to provide student mentorship; and

WHEREAS, Project L.E.E. Inc. has extensive experience in mentoring youth and using motivational workshops to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Project L.E.E. Inc., to provide youth mentoring and social-emotional support services for students at LaSalle and Gaskill Preparatory Schools for four (4) days per week; and

WHEREAS, District Administration has negotiated a new Contract with Project L.E.E. Inc., to provide such services for four (4) days per week at the preparatory level at a cost not to exceed \$52,000 for the period effective 10-1-2024 and to terminate 5-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Project L.E.E. Inc for weekly social-emotional student support services at a sum not to exceed \$52,000 for the period October 1, 2024 through May 31, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
PROJECT L.E.E., INC**

THIS AGREEMENT, made this 17th day of October 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls,



New York 14304, (hereinafter "District") and Project L.E.E. Inc., PO Box 392, Buffalo, New York 14205.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Project L.E.E. Inc. as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory Grant, STOP Grant, and Student Mental Health Supports Grant objectives and Project L.E.E. Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Project L.E.E. Inc shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Prep Grant, STOP Grant, and Student Mental Health Support Grant objectives for October 1, 2024 – May 31, 2025 including:

- Student mentoring at both Preparatory schools
- Motivational workshops for at-risk students
- Four (4) days per week
- Social emotional learning (SEL) support to students

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties Project L.E.E. Inc. shall not be an employee of the District. Project L.E.E. Inc. is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Project L.E.E. Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Project L.E.E. Inc. for services hereunder a sum not to exceed \$52,000 to be paid in eight (8) monthly installments of \$6,500 on the last day of each month (October 2024 – May 2025) for four (4) days per week of student support services. Payment checks payable to the order of Project L.E.E. Inc. shall be deemed full payment to and acquittance by Project L.E.E. Inc.

5. Indemnification. To the fullest extent permitted by law, Project L.E.E. Inc. 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. Project L.E.E. Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Project L.E.E. Inc. is 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, 2024 to May 31, 2025, 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 Project L.E.E. Inc. under this Agreement are unique and personal. Accordingly, Project L.E.E. Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND INSTITUTE FOR AUTISM RESEARCH AT CANISIUS UNIVERSITY (OCTOBER 18, 2024 – JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks to continuously improve our Autism program; and

WHEREAS, Dr. Marcus Thomeer has provided numerous trainings and support in the past to the District Autism programs; and

WHEREAS, Dr. Marcus Thomeer is a professor at the Institute for Autism Research and has specialized in working with students with Autism; and

WHEREAS, District Administration has negotiated a Contract with Institute for Autism Research at Canisius University to provide such services at a cost not to exceed \$10,000 (54 hours at \$185 per hour) over the life of the contract; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Institute for Autism Research at Canisius University (10-18-2024 - 6-30-2025) at a sum not to exceed 54 hours for \$10,000 for the period effective October 18, 2024 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
Institute for Autism Research at Canisius University

THIS AGREEMENT, made this 17th day of October 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Institute for Autism Research at Canisius University, 2001 Main Street, Buffalo, NY 14208.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Jason Scott as an independent contractor to render to the District professional services regarding implementation of the Family and Community Engagement Grant objectives and Jason Scott hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Institute for Autism Research at Canisius University shall provide and render to the District the usual and customary services of a contractor for professional services, during the school year, including:

- Support and training of teachers and staff in the District Autism program
- Directly working with the District Special Education coach to support the teachers and staff in the Autism program.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Institute for Autism Research at Canisius University (Dr. Marcus Thomeer) shall not be an employee of the District. Dr. Marcus Thomeer is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Jason Scott is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Institute for Autism Research at Canisius University for services hereunder a sum not to exceed \$10,000 to be paid in monthly installments. Payment checks payable to the order of Institute for Autism Research at Canisius University will be deemed full payment to and acquittance by Institute for Autism Research at Canisius University.

5. Indemnification. To the fullest extent permitted by law, Institute for Autism Research at Canisius University shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Institute for Autism Research at Canisius University shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Institute for Autism Research at Canisius University is 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 18, 2024 to June 30, 2025, 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 Jason Scott under this Agreement are unique and personal. Accordingly, Institute for Autism Research at Canisius University 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 Contract. This Contract 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 Contract on the date and year first above written.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.  
Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 TO SCRUFARI CONSTRUCTION CO. INC. FOR  
GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA)  
CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$297,899.18; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$14,894.96; and

WHEREAS, The amount of payment the District will issue shall be \$297,899.18 less the required 5% retainage (\$14,894.96) as outlined in the contract, \$283,004.22; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$283,004.22 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 3 TO MKS PLUMBING CO. INC. FOR PLUMBING CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with MKS Plumbing for Plumbing work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, MKS Plumbing Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$28,300.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,415.00; and

WHEREAS, The amount of payment the District will issue shall be \$28,300.00 less the required 5% retainage (\$1,415.00) as outlined in the contract, \$26,885.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$26,885.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$294,078.42; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$14,703.92; and

WHEREAS, The amount of payment the District will issue shall be \$294,078.42 less the required 5% retainage (\$14,703.92) as outlined in the contract, \$279,347.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$279,347.50 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$748,941.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$37,447.07; and

WHEREAS, The amount of payment the District will issue shall be \$748,941.40 less the required 5% retainage (\$37,447.07) as outlined in the contract, \$711,494.33; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$711,494.33 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the



Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$306,775.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$15,338.75; and

WHEREAS, The amount of payment the District will issue shall be \$306,775.00 less the required 5% retainage (\$15,338.75) as outlined in the contract, \$291,436.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$291,436.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 4 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$42,550.79; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,127.54; and

WHEREAS, The amount of payment the District will issue shall be \$42,550.79 less the required 5% retainage (\$2,127.54) as outlined in the contract, \$40,423.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$40,423.25 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 TO STARK TECH FOR TECHNOLOGY  
CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL  
IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$11,420.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$571.00; and

WHEREAS, The amount of payment the District will issue shall be \$11,420.00 less the required 5% retainage (\$571.00) as outlined in the contract, \$10,849.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$10,849.00 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 6 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$52,661.37; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,633.07; and

WHEREAS, The amount of payment the District will issue shall be \$52,661.37 less the required 5% retainage (\$2,633.07) as outlined in the contract, \$50,028.30; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$50,028.30 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

## **7. Review of the Proposed Policy**

**7.01** None.

## **8. Information and Reports**

**8.01** Public Comment on Non-Agenda Items

**8.02** Superintendent's Report

Mr. Laurrie thanked both parent presenters for outstanding presentations. The District is exploring Floor Time or a similar program to have a balanced approach to educating children with learning differences.

Mr. Carella and Mrs. Buchman will attend a Science of Reading presentation at Starpoint.

On Wednesday at NFHS at 8:30 a.m., a Finance Fair sponsored by Bank on Buffalo for students will be held.

Saturday, November 2, 2024 at noon at NFHS Walk the World will again be held. Last year 600-700 people attended.

A grade three student at 79th Street School, Nakia Johnson, has published a children's book, Make Your Dreams Come True. Tomorrow at 79th at 1 p.m. she will sign books, which Mr. Laurrie will attend.

On October 23, 2024 from 4 p.m. to 6 p.m. the Joe Jacob Elementary Run will take place at Calendrelli Field.

Staci Rowe appraised Mr. Laurrie that Aeropostale donated a truckload of hygiene items and clothing to the District for families and Capital Cleaners donated clothing, too. Many thanks to them.

Mr. Laurrie and some Board members will attend the NYSSBA Convention in NYC. He is pleased to attend, and expects to see, as he often has in the past, that the District is already implementing many suggested programs, initiatives, and improvements. He will share information he learns.

Thank you, Mr. Paretto, for voting at the virtual NYSSBA Business meeting.

**8.03** Board Members Report and Comments

Mr. McLeod enjoyed parent presenters and encouraged Ms. Adams to work for this District.

Mr. Paretto thanked presenters, who were very informative. He extended the Board's assistance in education the public about these groups.

Mr. Vilardo also thanked the presenters. He agrees that the District is wany ahead of other Districts across the State. He congratulated his niece, Carmella Vilardo, who is a grade eight student recently featured in the Niagara Gazette for her soccer prowess. Miss Vilardo leads the Wolverines with a team-high 20 goals, including five hat tricks this season. She is a soccer star in the Niagara Frontier League.

Mr. Petrozzi expressed that the parent presenters gave the best, most concise presentations on the subjects he has yet seen, and will invite them to present to Empower.

## **9. Advanced Planning**

### **9.01 Future Agenda Items**

### **9.02 Future Meeting Dates**

| <b>BRS</b><br><b>Thursday, Nov. 7, 2024</b>                                                                                                                | <b>ARS/Regular Mtg.</b><br><b>Thursday, Nov. 21, 2024</b>                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Science of Reading                                                                                                                                      | 1.                                                                                                                                                   |
|                                                                                                                                                            | 2.                                                                                                                                                   |
|                                                                                                                                                            | 3.                                                                                                                                                   |
| 2. Review of Board Meeting<br>Agenda Items – Nov. 21 <sup>st</sup><br>3. Regular Board Meeting –<br><i>Mr. Laurrie, Mrs. Glaser,</i><br><i>Ms. Massaro</i> | 4. Review of Board Meeting<br>Agenda Items – Nov. 21 <sup>st</sup> Regular<br>Board Meeting – <i>Mr. Laurrie, Mrs.</i><br><i>Glaser, Ms. Massaro</i> |

## **10. Adjournment**

The Board entered Executive Session at 7:29 p.m. on a motion by Mr. Vilardo seconded by Bilson for the purpose of discussing a collective bargaining agreement.

**10.01** Motion to exit executive session and adjourn at 8:26 p.m. by Mr. Vilardo, seconded by Mr. Paretto in memory of:

Robert Colletti, father of retiree Sharon Colletti.

Robert Naughton, brother-in-law of retired teacher Deborah Deuro-Naughton.

Wayne Van Fleet, General Counsel, ON-BOCES.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**Respectfully submitted,**

**Judith Glaser, District Clerk**

entered 6:55 p.m. ), Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT: Mr. Dunn (excused)**

**Other staff in attendance: Ms. Massaro, Ms. Doerr, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.**

Mr. Laurrie commented that teachers of grades K – 3 have a very difficult job in teaching reading. The District has done a great job addressing the varying needs of myriad learners in this regard. The teachers do a great job.

The upcoming presentation reflects work that has been done for months regarding the State's upcoming literacy mandate.

District Alignment to the Science of Reading - Mr. Carella and Mrs. Buchman offered the following report:

“Science of Reading (SoR) is broad term for consensus view on what literacy instructional practices work best for teaching reading. It relies on research from multiple fields, such as developmental psychology, linguistics, and implementation science. It is not a narrow, prescriptive way to teach reading for all learners. According to The Reading League, The Reading League - The Science of Reading The Science of Reading is NOT: an ideology or philosophy; a fad, trend or new idea; a political agenda; a one-size-fits all approach; or a single, specific component of instruction, such as phonics.

The Science of Reading refers to one instructional approach, i.e., it is a tangible program or curriculum – the term's value is derived from its emphasis on drawing on research findings, principles and practices when designing and implementing literacy

History: 1/3/21: Governor Hochul announces "Back to Basics" initiative with proposed investments in teacher training and teacher preparation programs - the NYSED is to provide guidance on the SoR to school districts.

1/10/24: NYSED releases the Science of Reading Briefs – 7 guidance documents focusing on the SoR.

6/4/24: NYSED released the K-3 Literacy Curriculum Review Guide with FAQ document.

Pending:

1/1/25: Date by which NYSED is to provide additional instructional guidance to school districts, beyond the Briefs.

9/1/25: Date by which districts will be required to review their curriculum and instructional practices for alignment to SED guidance and verify via NYSED's reporting data base.

District goals include to:

- Ensure all schools/teachers provide direct instruction in phonemic awareness and phonics
- Enhance District-wide Response to Intervention system by providing dedicated, trained personnel and research-based interventions
- Provide job-embedded professional learning and coaching support for classroom teachers and interventionists
- Continually analyze student progress data to inform instructional planning – a "teach/test/respond/teach/test/respond" learning cycle.
- Use NYSED guidance and other resources to vet current instructional materials
- Use NYSED guidance and available research to identify instructional shifts needed and create transition plans

Current Status - Strengths and Needs: phonological awareness, phonics, word recognition, handwriting, and spelling:

Wilson Language Foundations – Grades K – 3 – Tiers 1 and 2 in all eight elementary



The Reading League began producing "Curriculum Navigation Reports" in 2022 - reviewers look for evidence of "red flag practices" or those that are not aligned with the SoR

The Reading League found that Wonders 2023, overall, meets or mostly meets all SoR criteria - minimal evidence of red flag practices - the full report:

Curriculum Decision Makers - The Reading League

Fountas and Pinnell - Core Resource Primary Sister Schools - Heinemann Publishing  
Program overview:

Fountas & Pinnell Classroom™ Literacy For All Students Grades K-6

Ed Reports review - low marks for Phonics program, text complexity and rigor of writing assignments

New Curriculum Review Gives Failing Marks to Two Popular Reading Programs

Elementary Intervention Menu and SoR include Our 8 elementary schools utilize AIMSWeb, a nationally-normed screener, to assess students' reading skills. This takes place during benchmark periods (Fall, Winter & Spring) and for progress monitoring (weekly or bi-weekly). Each school has one Lead PEP Teacher, and multiple full-time and part-time interventionists who provide targeted support for Tier 2 and Tier 3 students using the following menu of research-based intervention programs:

Corrective Reading; Foundations Double Dose; Waterford Reading; Failure Free Reading; Reading Recovery; Winsor Learning - Sonday Reading System (Let's Play Learn)

Our Intervention Menu is fluid and flexible so that our Interventionists can meet the individual needs of our learners.

Our literacy committee work will include time reviewing our intervention menu for each program's alignment with the Science of Reading.

In addition to following NYSED guidance, The Reading League's Curriculum Evaluation Guidelines (last updated in February 2023) will be a resource for the committee in evaluating our programs.

The District does need to teach more vocabulary and improve in administering short assessments.

### **Phase 1 Summer/Fall 2023**

Selected and trained RtI Lead Teachers for all elementary schools  
Expanded RtI program menu with additional research-based intervention programs  
Addressed material and training gaps to ensure all Kindergarten to Gr. 2 teachers were able to teach the Wilson Language Foundations Tier 1 phonics program daily  
Updated Kindergarten to Grade 5 ELA Curriculum with new core resources

### **Phase 2 Winter/Spring 2024**

Selected 3 teachers to receive training and certification for in-district training and coaching for Wilson Language Foundations  
Participated in Fulcrum Literacy Diagnostic virtual interview  
Assessed strengths and needs of K – 2 Foundations implementation and planned summer training to deepen and refine instructional fidelity  
ELA leaders and coaches reviewed NYSED’s Science of Reading Briefs and K-3 Literacy Review Guide  
Conferenced with Reading League volunteers on creating roadmap for alignment.

### **Phase 3 Summer/Fall 2024**

90 teachers participated in Foundations practice workshops  
Gr. 6-8 ELA Teacher committee used NYSED resources to select two core resources and intervention program for piloting SY 24-25.  
Created plan for introduction of Wilson Readers (decodable readers) into core literacy program at all schools, grades K - 2  
-pilot classrooms – Sept. and Oct.  
-training for all teachers Nov. 5 – implementation follows  
Began rollout of Grade 3 Foundations Tier 1 Foundational Skills program to all

Board members asked questions and learned that:

A student who is falling behind may receive a different intervention, communication with parents, START Team referral to learn if something else is afoot (personal or family challenges).

Primary Enhancement Program (PEP) is a Response to Intervention program.

Pilot programs are under way for older grades.

The District's programs must align with the SoR, but it is not proscriptive in requiring certain texts or practices. This State mandate is not a fully funded mandate. Teacher training, for example, will need to be done by the District, without dedicated without funding.

We are still using Reading Recovery. One study questions the long-term benefits of it over the long run. We use it for students with the most serious deficits in grade one. All districts await additional guidance from State Education on its final guidance.

Mr. Laurrie is primarily concerned about grade three. The District must expand its programming in use K – 2.

Teachers will be fully trained with the anticipated support of and partnership with NFT. The whole community should be engaged with this topic. The District is in good shape and is always evaluating.

A review of the November 21<sup>st</sup> agenda was held.

Mr. Laurrie shared that:

The NFHS Alumni Musical will be performed November 7, 8, and 9 at 7p.m. and on Saturday the 9<sup>th</sup> at 1p.m. in the PAC at NFHS. The show is Beautiful, the Carole King Musical. Tickets are available at the door. Support our theatre and drama students.

Our Native American Club at NFHS raised the Haudenosaunee Flag for the month of November. Thank you to teacher Jessica Forgette for leading our Native American

Thanks to Northpoint Council for donating 600 hygiene kits to our District family closets.

The bond sale will take place tomorrow, saving the District \$320,000.

The Title I application was completed and approved in record time, with the District being granted \$5.4 million. Thanks to Mr. Carella, Mr. Schwertfager, and most especially Mrs. Dotts – the most knowledgeable person with respect to Title I in NYS.

At a future meeting the new graduation requirement roll-out by NYS will be discussed.

Current freshman will be the first to have one diploma; current grade six students will be the first to graduate under the new diploma requirements. A thorough awareness communication campaign will be needed to educate parents.

Thanks to the Board for its support and spending so much time to understand the Science of Reading. Those interested in the community who are interested – parents, the public – should follow the issue and are encouraged to see Dr. Schultz to join the Foundational Literacy group.

The District offers condolences and any help it can give to the Niagara Charter School community and shares in its mourning of the Means family, who perished at Falls last week. Our thoughts are with all those hurting.

*The Board entered Executive Session at 7:16 p.m. on a motion by Mr. Vilardo seconded by Mr. Bilson for the purpose of discussing a collective bargaining agreement. The Board exited executive session and adjourned at 7:54 p.m. on a motion by Mr. Vilardo seconded by Mr. Paretto. All in favor.*

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson(remote), Mr. Cancemi, Mr. Capizzi (entered 7 pm), Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:** (excused)

## **1. Agenda Review Session**

### **1.01 Topics**

Walk the World - Mrs. Capone, Ms. Modicaamore, Ms. Loiacano, and Ms. Leo presented the following information about the second annual Walk the World celebration of diversity, which took place November 2, 2024. The event received an immigrant grant three years due to our number of immigrant students. These funds enabled the event to be realized. The District has greater diversity than ever and celebrates that fact.

The team thanked the Superintendent, teachers, and the community for their support. Mrs. Leo had the original idea for the event.

Ms. Leo pointed out that authenticity is key to a successful event. Therefore, significant outreach took place to invite all residents, not only those with ties to the District. More than 700 guests attended, more than 100 staff assisted. Fourteen restaurant and agencies participated, too. Sponsors included Jewish Family Services, NAZ 716, the Teachers Desk, Niagara County Sheriff's Department, and the Cedar Club.

Collaborating agencies included Niagara Falls Teachers retirees, the Black Excellence Club, NFHS fashion students, Key Club, the Honor Society, and others.

The fair strengthens connections between our families & local organizations, celebrating the strong ties that unite us as a community.

Food and crafts were part of the experience, as were dance and music. There has been

from poor behavior choices and focus on making a positive impact.

Studies show 85% of LPS students participating in this program last year passed with no need for summer schools; 91% did so this year

At GPS, those numbers were 83% last year and 98% this year.

Students have reported being more confident, getting off drugs, and focusing more on academics. Staff have also participated in development with Rev. Coplin.

The Rev. Coplin believes you can change your life by changing the words you say. The Board participated in an exercise with Rev. Coplin. He shared his positive affirmations and invited the assembled persons to repeat them. He is also working on increasing parent participation in school activities and parent meetings.

Mr. Laurie expressed that he is impressed by Rev. Coplin's enthusiasm and success.

A review of the agenda was held.

The Board entered Executive Session at 6:30 on a motion by Mr. Vilardo seconded by Mr. Paretto for the purpose of discussing 4 matters under potential discipline or removal of persons or corporations.

The Board exited Executive Session at 6:57 p.m. on a motion by Mr. Vilardo seconded by Mr. McLeod.

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Reflection was offered by Mr. Paretto.

**2.03** Roll Call

## **3.01 Letters and Communications (SG4)**

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

#### 4.03 Approval of the following Bids None (SG3)

The following was received and filed.

#### 4.04 Treasurer's Report – October (SG3)

| NIAGARA FALLS CITY SCHOOL DISTRICT<br>TREASURER'S REPORT<br>AS OF OCTOBER 31, 2024 |                            |                      |                    |                            |                            |                                |                                 |                  |
|------------------------------------------------------------------------------------|----------------------------|----------------------|--------------------|----------------------------|----------------------------|--------------------------------|---------------------------------|------------------|
|                                                                                    | M&T Bank<br>Host Community | Key Bank<br>Greenway | Wilmington<br>COPS | M&T Bank<br>Tax Collection | Bank on Buffalo<br>Savings | Chase Bank<br>Cap. Projects MM | Chase Bank<br>31 Day CD 11/2024 | Grand<br>Totals  |
| BEGINNING CASH BALANCE                                                             | \$ 34,803.29               | \$ 1,541,647.74      | \$ 4,420,800.00    | \$ 1,188,300.49            | \$ 3,143,790.17            | \$ 12,016,959.26               | \$ 25,742,315.05                | \$ 48,088,616.00 |
| CASH RECEIPTS:                                                                     |                            |                      |                    |                            |                            |                                |                                 |                  |
| Interest                                                                           | 88.79                      | 4,356.34             | -                  | -                          | 7,342.69                   | 21,862.93                      | 90,956.78                       | 124,607.53       |
| Tax Collections                                                                    |                            |                      |                    | 791,932.95                 |                            |                                |                                 | 791,932.95       |
| Total Receipts:                                                                    | 88.79                      | 4,356.34             | -                  | 791,932.95                 | 7,342.69                   | 21,862.93                      | 90,956.78                       | 916,540.48       |
| DISBURSEMENTS:                                                                     |                            |                      |                    |                            |                            |                                |                                 |                  |
| Interfund Transfers                                                                | -                          | -                    | -                  | 1,700,000.00               | -                          | 1,206,837.89                   | -                               | 2,906,837.89     |
| Total Disbursements:                                                               | -                          | -                    | -                  | 1,700,000.00               | -                          | 1,206,837.89                   | -                               | 2,906,837.89     |
| ENDING CASH BALANCE                                                                | \$ 34,892.08               | \$ 1,546,004.08      | \$ 4,420,800.00    | \$ 280,233.44              | \$ 3,151,132.86            | \$ 10,831,984.30               | \$ 25,833,271.83                | \$ 46,098,318.59 |
|                                                                                    | A200.11                    | A200.17              | A200.10            | A200.15                    | A200.18                    | H200.2                         | A200.21                         |                  |
| BALANCE PER BANK                                                                   | \$ 34,892.08               | \$ 1,546,004.08      | \$ 4,420,800.00    | \$ 280,233.44              | \$ 3,151,132.86            | \$ 10,831,984.30               | \$ 25,833,271.83                | \$ 46,098,318.59 |
| Less: Pending transfers                                                            |                            |                      |                    |                            |                            |                                |                                 |                  |
| ENDING CASH BALANCE                                                                | \$ 34,892.08               | \$ 1,546,004.08      | \$ 4,420,800.00    | \$ 280,233.44              | \$ 3,151,132.86            | \$ 10,831,984.30               | \$ 25,833,271.83                | \$ 46,098,318.59 |
| Unreconciled Difference                                                            | 0.00                       | 0.00                 | 0.00               | 0.00                       | 0.00                       | 0.00                           | 0.00                            | 0.00             |

The following was received and filed.

#### 4.05 Budget Status Report – October (SG3)

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**4.08 Report from Committee on Special Education (SG1)**

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on September 13, 24, 26, 2024; and October 2, 3, 9, 10, 15, 16, 17, 18, 22, 23, 24, 25, 28, 29, 30, 2024; and November 1, 4, 5, 6, 7, 12, 14, 15, 18, 2024 to review Annual Reviews, and June 6, 2024; and September 16, 18, 25, 26, 2024; and October 2, 3, 4, 8, 9, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, 2024; and November 1, 4, 5, 6, 7, 8, 13, 14, 15, 2024 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 recommendations made by the Committee on Special Education for the 2024-2025 school year. **The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**4.09 Report from Committee on Preschool Special Education (SG1)**

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



The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**4.10 Short-Term Contracts (SG 1,3)**

1. SUNY Niagara PTECH Sessions – NFHS – General outreach Training \$3,500.00  
F2110.400.098.9425 November 2024- 2025
2. NF Memorial Medical Center Sports Physicals for Winter Athletes \$5,250.00 (NTE)  
A2280.140.007 November 6,13,14,18, 2024
3. SUNY Niagara Parent Education Program \$6,648.00 A2280.140.007 September 16,  
2024-December 21, 2024
4. Father and Son Center Judah Deliverance Ministries Corp Mentoring Students of Color  
\$20,000.00 A2280.140.007 October 29, 2024-December 19, 2024
5. Lumber City Combat Sports Staff Defensive training \$2,400.00  
A2110.400.045 November, 2024 – June 2025 (4 – 2 hour sessions)
6. University at Buffalo Center for Assistive Technology Assistive Technology Services  
\$2,000.00 A2280.140.007 November 2024-June 2025
7. Fuji Grill NF Walk the World Celebration \$600.00 F2259.140.098.2925 November 2,  
2024
8. Ghada Have It Walk the World Celebration \$650.00 F2259.140.098.2925  
November 2, 2024
9. Amor and Heritage Dance, Inc. Walk the World Celebration \$200.00  
F2259.140.098.2925 November 2, 2024
10. Anchai LaCarte Walk the World Celebration \$200.00 F2259.140.098.2925  
November 2, 2024

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

Falls City School District; and

WHEREAS, This donation will be used by teachers and students within the District,

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of six teacher kits, one box of Let's Play Learn manipulatives and four Sunday 1 Classroom material kits that include sound cards, workbooks, student resource books and student notebooks; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Rachel Hoot, Adjunct Professor

Daemen University

4380 Main Street

Amherst, NY 14226

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

### **APPROVAL OF ACCEPTANCE OF FUNDS 2024/2025 PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL GRANT**

WHEREAS, The New York State Pathways In Technology Early College High School (NYS P-TECH) program is a public-private partnership that will prepare thousands of New York students for high-skill jobs of the future in technology, manufacturing, healthcare and finance; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$374,141.00 has been received; therefore be it

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL OSC 01/01/2024 - 12/31/2024**

WHEREAS, In 2004, the City School District of the City of Niagara Falls, New York, by Agreement with the City of Niagara Falls was designated to operate and administer the Access Educational Channel, now known as Our School's Channel (OSC); and

WHEREAS, The District has successfully operated the OSC since the date of the Agreement affording its students, staff and the community educational and informative programs; and

WHEREAS, In the past, the City assisted the District by contributing monies toward the operation and maintenance of OSC; and

WHEREAS, The City again wishes to assist the District and contribute \$10,000.00 (ten thousand dollars) toward the operation and maintenance of OSC subject to certain terms and conditions contained in an Agreement negotiated by City and District representatives; therefore be it

RESOLVED, that the Board of Education accepts the sum of \$10,000.00 (ten thousand dollars) from the City of Niagara Falls, New York for assistance in the operation and maintenance of the Our School's Channel and does hereby approve the

WHEREAS, NFHS students will be dually enrolled at Niagara University and Niagara Falls High School, and

WHEREAS, official notice of approval of the application and award in the amount of \$112,500.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 Smart Scholars Early College High School (ECHS) Grant; and be it further

RESOLVED, that the grant award of \$112,500.00 be credited to revenue account code F3289.630.25; and be it further

RESOLVED, that the money be expended in the following function/object codes:

| Account                    | Description                  | Budget      |
|----------------------------|------------------------------|-------------|
| F 2010.140-045-6325        | 24/25 SS/EC - SCH B/PER DIEM | \$30,250.00 |
| F 2010.152-014-6325        | 24/25 SS/EC - PROG DIRECTOR  | \$18,000.00 |
| F 2010.400-045-6325        | 24/25 SS/EC - PRCHD SRVCS    | \$60,000.00 |
| F 2010.409-098-6325        | 24/25 SS/EC - TRAVEL         | \$1,980.00  |
| F 2010.450-045-6325        | 24/25 SS/EC - SPLS           | \$2,270.00  |
|                            | \$112,500.00                 |             |
| Revenue Code: F3289.630.25 |                              |             |

#### ABSTRACT

1. School District: City School District of the City of Niagara Falls, NY
2. Title of Project: Smart Scholars Early College High School (ECHS) Grant
3. Funding Source: The Bill and Melinda Gates Foundation and NYSED
4. Total Budget: \$112,500.00
5. Total Staff: .20

#### Objectives:

- Promote enrollment
- Promote attendance
- Achieve success in college level course work

**The vote was as follows:**

RESOLVED, That the grant award of \$125,000.00 be credited to Revenue Account F3289.190.25 Family and Community Engagement Program; and be it further

RESOLVED, That the money be expended in the following function/object codes:

| Account             | Description                | Budget       |
|---------------------|----------------------------|--------------|
| F 2110.140-098-1925 | 24/25 FCEP - SCH B         | \$45,495.00  |
| F 2110.152-014-1925 | 24/25 FCEP - PROG DIRECTOR | \$12,000.00  |
| F 2110.167-098-1925 | 24/25 FCEP - HRLY CLSFD    | \$11,200.00  |
| F 2110.400-098-1925 | 24/25 FCEP - PRCHD SRVCS   | \$54,750.00  |
| F 2110.450-098-1925 | 24/25 FCEP - SPLS          | \$1,555.00   |
|                     |                            | \$125,000.00 |

Revenue Code: F3289.190.25

#### ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Family and Community Engagement Program
3. Funding Source: The State Education Department
4. Total Budget: \$125,000.00

#### Major Objectives/Activities/Evaluation:

- Develop the knowledge and skills of school and district personnel, as well as families and community members, to increase required trust and relationships necessary to address student learning needs and abilities at each grade level.
- Provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community.
- Create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust. (Focus on minority male students)
- Commit to building and sustaining child-centered roles for the school family and community that values student learning and social and emotional development as equal education partners.

2024/2025 school year, and  
 WHEREAS, District staff prepared and submitted an application for the grants; and  
 WHEREAS, Official notification of approved of the application and award in the amount of \$4,357,010.00 has been received; therefore be it  
 RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2024/2025 Universal Pre-Kindergarten (UPK) Grant; and  
 RESOLVED, that the grant award of \$4,357,010.00 be credited to revenue code F3289.310.25; and  
 RESOLVED, that the money be expended from the following codes:

| Account             | Description                        | Budget    |
|---------------------|------------------------------------|-----------|
| F 2510.133-057-3125 | 24/25 UPK - TCHR - CATARACT        | \$335,798 |
| F 2510.133-058-3125 | 24/25 UPK - TCHR - H/P             | \$112,075 |
| F 2510.133-059-3125 | 24/25 UPK - TCHR - KALFAS          | \$359,905 |
| F 2510.133-060-3125 | 24/25 UPK - TCHR - MAPLE           | \$271,083 |
| F 2510.133-061-3125 | 24/25 UPK - TCHR - BBPS            | \$441,601 |
| F 2510.133-065-3125 | 24/25 UPK - TCHR - 79TH            | \$264,872 |
| F 2510.133-067-3125 | 24/25 UPK - TCHR - GJ MANN         | \$312,862 |
| F 2510.140-098-3125 | 24/25 UPK - SCHEDULE B / PER DIEM  | \$22,818  |
| F 2510.150-014-3125 | 24/25 UPK - GRANT DIRECTOR         | \$41,857  |
| F 2510.164-014-3125 | 24/25 UPK - CLERICAL               | \$20,385  |
| F 2510.177-057-3125 | 24/25 UPK - CLASS ASSOC - CATARACT | \$189,111 |
| F 2510.177-058-3125 | 24/25 UPK - CLASS ASSOC - H/P      | \$68,699  |
| F 2510.177-059-3125 | 24/25 UPK - CLASS ASSOC - KALFAS   | \$190,143 |
| F 2510.177-060-3125 | 24/25 UPK - CLASS ASSOC - MAPLE    | \$144,002 |
| F 2510.177-061-3125 | 24/25 UPK - CLASS ASSOC - BBPS     | \$292,107 |
| F 2510.177-065-3125 | 24/25 UPK - CLASS ASSOC - 79TH     | \$145,697 |
| F 2510.177-067-3125 | 24/25 UPK - CLASS ASSOC - GJ MANN  | \$142,089 |
| F 2510.177-098-3125 | 24/25 UPK - CLASS ASSOC - JAMBOREE | \$3,360   |
| F 2510.400-098-3125 | 24/25 UPK - PRCHD SRVCS            | \$310,402 |
| F 2510.409-098-3125 | 24/25 UPK - TRAVEL                 | \$1,500   |
| F 2510.450-000-3125 | 24/25 UPK - CRLS                   | \$120,222 |

Demonstrate increasing independence.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF CHANGE ORDER NO. SCC-08 FOR THE A BREATH OF FRESH AIR  
CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Niagara Falls Board of Education hereby approves Change Order No. SCC-08 for \$14,942.54 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF CHANGE ORDER NO. GN-02 FOR THE A BREATH OF FRESH AIR  
CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction

Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$691,386.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$34,569.31; and

WHEREAS, The amount of payment the District will issue shall be \$691,386.00 less the required 5% retainage (\$34,569.31) as outlined in the contract, \$656,816.69; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$656,816.69 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #08; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr.**



WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$4,600.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$230.00; and

WHEREAS, The amount of payment the District will issue shall be \$4,600.00 less the required 5% retainage (\$230.00) as outlined in the contract, \$4,370.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$4,370.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**APPROVAL OF PAYMENT NO. 8 TO JOHN W. DANFORTH FOR HVAC CONTRACTING  
WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT  
PROJECT (CIP) CONTRACT 123B**

WHEREAS, The amount of payment the District will issue shall be \$113,862.63 less the required 5% retainage (\$5,992.77) as outlined in the contract, \$113,862.63; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$113,862.63 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #08; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**APPROVAL OF PAYMENT NO. 8 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**APPROVAL OF PAYMENT NO. 8 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$181,297.25; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass.

**APPROVAL OF PAYMENT NO. 7 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$86,357.58; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$4,317.88; and

WHEREAS, The amount of payment the District will issue shall be \$86,357.58 less the required 5% retainage (\$4,317.88) as outlined in the contract, \$82,039.70; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$82,039.70 to

and materials furnished, upon the filing and approval of AIA Document G732,  
"Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$43,424.49; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,171.22; and

WHEREAS, The amount of payment the District will issue shall be \$43,424.49 less the required 5% retainage (\$2,171.22) as outlined in the contract, \$41,253.27; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$41,253.27 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #08; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

Welcome to members of the military in attendance and thank you for your service. Recruiters are always welcome.

The Winter Sports schedule was in your packets; please try to attend Cataract City Classic December 6 and 7. On December 7 at 4:30 p.m., John Hayes #30 number will be retired. He is one of the most prolific scorers in NF history. The girls basketball team looks very promising, also, so try to attend a game.

A Bond Primary School brochure is at your seats. This is a helpful tool for new parents, especially.

Congratulations to two members of our NFHS Ladies Swim Team, divers Tori Franke and Selena Govern on qualifying for sectional competition. Miss Franke left today with the band playing her out on her way to Webster, NY to compete in the NYS diving championship.

The Hyde Park Gazebo roof will be added in spring. The Niagara County Building Trades will honor Matt Rajczak, who is the teacher for building trades, on December 4 at the Wurlitzer in North Tonawanda.

Four students qualified for the All-State Chorus; the All-State Music Festival takes place in Fredonia this Friday and Saturday.

Thank you to Nasreen "Naz" Akhtar and Anas Mangla for distributed 500 turkeys at HJK today.

Wishing staff, students, and Board members a happy, restful, peaceful, Thanksgiving with family.

This month is National School Board Recognition Month; thank you, Board members, for your service. It is a sacrifice to your families and you all are busy. This Board is run

Mr. Bass - Attended the NYS School Boards Association (NYSSBA) and the Council of Urban Board of Education (CUBE) conference. The Council of Urban Board of Education Conference featured powerful workshops. Mr. Bass will share information he learned. Also, at NYSSBA, he learned of a credit union that offers financial literacy teaching to students; it would be good to implement that here. Happy Thanksgiving. Remember the less fortunate with empathy and sympathy.

*Mr. Laurrie – NYSSBA was heavy in artificial intelligence; we need to really build on that.*

Mr. Capizzi - Happy Thanksgiving. Very thankful Mr. Cancemi is well, following some traffic mishaps.

Mr. McLeod - Happy Thanksgiving.

Mrs. Dunn - Happy Thanksgiving.

Mr. Paretto – Expressed that he appreciates the time spent on the Board of Education. Happy Thanksgiving. The trades students did an amazing job working on the gazebo. He would like to work with them on electrical lessons during school hours. Mr. Paretto has photos he would like to share in future.

*Mr. Laurrie will invite Mr. Rajczak and his trades students to a future meeting. This is his last year teaching; two teachers are shadowing him.*

Mr. Petrozzi – thanked you to our armed force members. Happy Thanksgiving.

## **9. Advanced Planning**

### **9.01 Future Agenda Items**

### **9.02 Future Meeting Dates**

12. Deborah Gerace Pearson, mother of Shannon Savage.  
13. Kathryn Toni, mother of Christine McNair (Cataract Senior School Monitor) and Phillip Toni (LPS kitchen).  
14. Louis Trapasso, teacher at Trott.

**10.01**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**Respectfully submitted,**

**Judith Glaser, District Clerk**



**DATE:** December 5, 2024

**KIND OF MEETING:** BRS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass (remote), Mr. Bilson, Mr. Cancemi, Mr. Capizzi (remote), Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:**

**Other staff in attendance:** Ms. Massaro, Mr. Schwertfager, Ms. Doerr, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

My Ride Bus Application – Mrs. Holody, Mrs. Dixon

Mr. Laurrie explained that Mrs. Dixon handles NF Coachlines, Mr. Schwenkbenk handles First Student. They serve as one another's back-ups.

Mrs. Dixon shared the new bus application, My Ride, and explained that parents can use the application to see in real time the location of the NF Coachlines bus carrying their child(ren) to and from school.

A parent or guardian downloads the application and sets a username and password and then can add their child(ren) and can choose to share the application with other parties.

Parents or guardians can add all of their children on one platform. To add other children, like friends of their child(ren), the parent of said child(ren) would have to share the access with them.

In cases of a split household, another link can be added to give access to both parents.

Schools will not give any information for any student to anyone who may be requesting it. Parents can only access their child's information.

Updated route information will reflect within five minutes of the update to the route. For example, if a bus is running late, the application will update to reflect that.

It also can send a message about a delayed start plan, or canceled school day.

The application should be monitored daily, as changes are made often, and busses can be made late by any circumstances on the road.

Parents can send a message through the app that will come to the Transportation Department- e.g., student will not be on bus.

The application does not show children boarding or disembarking from the school bus.

Mr. Laurrie asks that parents not track the buses physically. Students will not be released from the bus at a location other than the assigned stop. He also commended Alexis Chappell from NF Coachlines who works in the District a couple days a week; also, Senior School Monitors, who assist students with transportation at the schools.

A review of the agenda was held. The Audit Committee will meet December 19; the Bonadaio Group will start its internal audit, to be completed by April 30, 2025.

A grade three GJ Mann student who received a perfect score on her ELA assessment will attend the December 19, 2024 regular meeting.

Mr. Cancemi inquired whether the schools could be opened in the evening for the public to use the athletic facilities. *Mr. Laurrie will look into that and feels it is a good idea to reprise this practice.*

#### COMMENTS:

Mr. Laurrie offered the following remarks:

Cataract City Classic takes place this weekend at NFHS. One Ohio team had to cancel due to weather, but an Albany team will take its place. Mr. Hayes' jersey will be retired during the Classic. Proceeds from the event will fund 40 scholarships for Seniors through the Niagara Falls Education Foundation.

Tomorrow at 7:00 p.m., in Elma, James Starks will be inducted into Section VI Hall of Fame.

The Niagara Falls Firefighters Toy fund will be held at the NFHS PAC on Saturday, December 7th from 11 a.m. – 6 p.m. The OSC will stream the telethon again on Channel 1302.

Last evening at the Wurlitzer, the Niagara Region Construction Alliance Lighthouse Award was presented to Matt Rajczak. Trades students, who built the Hyde Park gazebo, have requested a house from City to rehabilitate. The trades professionals are impressed that 200 students have earned OSHA cards; they also appreciate that NFHS is training students in all trades. Thank you to Mr. Dave Norton of LaFarge, who presented the award, and has agreed to be a partner for students to work with. He also purchased all tickets to the dinner for the NFCSO.

The coming of January means it is time to start planning the budget. Starting in the new year, the Board will be presented the staff's work on the 2025-2026 budget. Also, Mr. Granieri, Mr. Granieri, and Mr. St. Onge, will share with the Board their purchase of 1500 Apple tablets for Pre-Kindergarten through grade two students.

Safety and snow days are taken seriously, if school were to be canceled, the plan is to try to call off the night before for the convenience of parents.

Mr. Cancemi offered kudos regarding the mural at Abate School; it is unbelievable. *Mr. Laurrie will try to show pictures and hopes to have the artist at a meeting.*

The vestibule is also phenomenal. See you all Saturday at 4 p.m. for Mr. Hayes' jersey retirement.

**DATE:** December 19, 2024

**KIND OF MEETING:** ARS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass (remote), Mr. Cancemi, Mr. Capizzi (entered 5:42 pm), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT:** Mr. Bilson, Mr. McLeod (excused)

**Introduction of BOCES Superintendent Dr. Farrar** Mr. Laurrie welcomed and introduced Dr. Taweepon Farrar, District Superintendent of the Orleans/Niagara BOCES. Dr. Farrar was the Superintendent of the West Valley Central School District. She began her public education career as a School Counselor and Department Chairperson in West Seneca Central School District. Dr. Farrar then spent fourteen years in the Akron Central School District having been promoted a number of times, a building administrator, Director of Special Education and then as the Director of Educational Services and District Data Coordinator at the time she departed to take the position in West Valley. Prior to her educational professional career, Dr. Farrar served for six years in the United States Navy. She received her Bachelor of Science degree in Psychology from the University of Maryland, a Master of Science degree in School Counseling and Human Services and another Master of Science degree in School Administration and Supervision from Canisius College, and her Doctorate in Educational Leadership and Management from Capella University in Minneapolis, MN. The District looks forward to working collaboratively with Dr. Farrar.

Also present from Orleans Niagara BOCES were Ms. Melanie Conley, Business Official; Mr. Karl Kristoff, attorney; Mr. Bob McDermott, Niagara Wheatfield representative; and Mr. Dan Connolly, Director of Facilities.

Mr. Kristoff discussed the Opioid Crisis Trust and encouraged the District to apply for a grant to help pay for the needs of students who were born addicted to opioids.

### **Everyday Labs**

Mr. Laurrie introduced this topic by discussing family support centers at the schools, and that of Bloneva Bond in particular. He relayed a story of how this center assisted a family in meeting basic needs, like housing, insurance, immunizations, counseling, clothes, and food. Mr. Laurrie received an email from the mother, expressing her appreciation.

Mr. Carella and Mr. Wojton explained that the program is designed to address absenteeism, defined as students missing 10% or more of school days (18 days or more). National trends for chronic absenteeism have shown an increase from 18.6% in 2018/2019 to 29.1% in 2022/2023.

Some factors which contribute to chronic absenteeism include health issues, socioeconomic challenges such as unstable housing, lack of transportation, or the need to work; family responsibilities, such as caring for younger siblings or other family members; fear of bullying

or other student conflict, general unease in the school setting; disengagement and boredom; and punitive for absenteeism, which can exacerbate the problem.

Chronic absenteeism can result in inconsistent instruction and failure to develop basic skills, boding ill for future achievement. For certain students, this is doubly challenging:

Children with learning differences, or English Language Learners, are especially vulnerable due to lost access to needed extra supports and interventions

Students who fail to read at grade level by the end of grade three are four times more likely to drop out of high school.

Poor attendance also has a negative effect on social and emotional development and the development of skills such as critical thinking, problem solving and creative thinking.

Additionally, students with poor attendance may fail to develop relationship with their teachers and peers, leading to interpersonal issues and office discipline referrals.

The chronic absenteeism rate at Niagara Falls High School is 66.7%; the rate at District elementary and prep schools is 46.4%.

Mr. Laurrie pointed out that attendance has always been a problem, citing a Fifth Street report from 1898 in which attendance rate was 71% and Cleveland Avenue School's rate was 63%.

The District has formulated a comprehensive improvement plan, prioritizing the development of sustainable interventions which address barriers to regular student attendance, and utilizing the EveryDay Labs Intervention System, piloted during the 2023-2024 school year.

EveryDay Labs Intervention System replaces the attendance section of District's school data Dashboard with required EveryDay Pro reporting; sets attendance improvement targets for each school; and allows the planning and distribution of positive, monthly attendance reminders/nudges to the entire school community through various delivery systems.

Additionally, it holds a District repository of activities to engage families with attendance improvement/promote regular attendance;

Each school community will select a Family and Community Outreach liaison, and school counselors will create early warning target lists of pupils in need of attendance intervention.

The system will send four to six reminders to students with rates of five to 95% absenteeism, and bi-weekly text "nudges." It has multi-lingual capabilities and resources parents can utilize. It generates reports on attendance.

The system is designed to improve family understanding of attendance and outcomes. Messaging is non-punitive and supportive. There is also a family support team that can assist families, without needing school staff.

The software also categorizes students' attendance rates as indicating a student's attendance indicates a student's attendance is satisfactory, at-risk, moderate chronic, severe chronic, or extreme chronic.

Mr. Laurrie posited that one answer would be to bus all children, while admitting there are some barriers to this solution. The District is making strides in improving attendance through the program described.

A review of the agenda was held.

**Call to Order**

Pledge of Allegiance

Reflection was offered by Mr. Paretto.

Roll Call

**MEMBERS PRESENT: Mr. Bass (remote), Mr. Cancemi, Mr. Capizzi (entered 5:42 pm), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

**MEMBERS ABSENT: Mr. Bilson, Mr. McLeod (excused)**

Presentation: Perfect Score – Mr. Laurrie recognized Shanaya Shah, a student in grade three at G.J. Mann Elementary School, for achieving a perfect score on the ELA assessment.

Oral Communications - Public Comment on Agenda-related Items

None.

There were no written communications.

**Recommended Actions from the Superintendent of Schools - Routine Matters**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

Minutes – November 21, 2024

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF BUDGET TRANSFER - #3(SG3)**

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 \$ 2,315,005.46 among the following fund, function, object, and location codes:

|                        |    |              |
|------------------------|----|--------------|
| General Fund:          | \$ | 1,467,114.14 |
| Cafeteria Fund:        | \$ | 97,015.39    |
| Special Aid Fund:      | \$ | 301,333.30   |
| Capital Projects Fund: | \$ | 449,542.63   |

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**APPROVAL OF THE FOLLOWING BIDS NONE (SG3)**

The following were received and filed.

### **Treasurer's Report – November 2024 (SG3)**

### **Budget Status Report – December 2024 (SG3)**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

#### **PERSONNEL REPORT – CERTIFICATED (SG2) (attached)**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

#### **Personnel Report - Classified (SG2) (attached)**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

### **REPORT FROM COMMITTEE ON SPECIAL EDUCATION (SG1)**

The Committee on Special Education met on March 3, 2024; and October 2, 9, 11, 15, 17, 18, 22, 23, 24, 25, 29, 30, 2024; and November 6, 7, 8, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 2024; and December 2, 3, 4, 5, 6, 10, 11, 12, 13, 2024 to review Annual Reviews, and September 30, 2024; and October 10, 25, 28, 30, 2024; and November 1, 6, 8, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 2024; and December 2, 3, 4, 5, 6, 9, 10, 11, 13, 2024 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

### **REPORT FROM COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (SG1)**

The Committee on Pre-School Special Education met on November 7, 12, 18, 21, and 25, 2024; and December 3, 4, 5, and 16, 2024; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2024-2025 school year.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**SHORT-TERM CONTRACTS (SG3)**

1. A Grey Area Co. Attn: Justin M.S. Gilmore Film Festival for NFHS Students \$15,000.00 A2280.404.007 April - June 2025
2. Anne Kent -Kwasniewski Teaching with Poverty in Mind \$2,000.00 F2070.400.045.8125 Feb 10 – April 5, 2025
3. Dr. Lynn Lubecki Workshop: Pedagogy in Early Childhood Education \$2,500.00 F2330.404.096 TT25 F2330.404.098 TT25 January 17, 2025
4. D&F Travel GPS 8th Grade Enrichment Field Trip \$14,000.00 A 2110.409.049.2280 April 9-11, 2024
5. Hilton Garden Inn – BWI Airport GPS 8th Grade Enrichment Field Trip NTE \$25,000.00 A 2110.409.049.2280 April 9-11, 2024
6. Stacey Pellicano/Dyslexia Services of WNY, LLC In-person workshops for elementary teachers \$800 F2110 404 098 0125 January 17, 2025 and March 27, 2025

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Capizzi.

**HEAD START REPORTS (attached)**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**5. Unfinished Business**

5.01 None

**6. New Business**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

#### **APPROVAL OF RECEIPT OF GIFT FROM CANCEMI FURNITURE (SG 4)**

WHEREAS, It has been a practice for organizations and individuals to make contributions to the City of Niagara Falls City School District; and

WHEREAS, Cancemi Furniture has donated furniture to G.J. Mann Elementary School and to the City of Niagara Falls City School District; and

WHEREAS, This donation will be used to create a welcoming entrance-way and to honor former G.J. Mann student Luke Nichols;

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of furniture values at \$3,000 to create a welcoming entrance-way to Geraldine J. Mann Elementary School and to honor former G.J. Mann student Luke Nichols.

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

James Cancemi  
Cancemi Furniture  
551 Sixth Street  
Niagara Falls, NY 14301

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

#### **APPROVAL OF RECEIPT OF GIFT FROM TRINITY UNITED METHODIST (SG 4)**

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Trinity United Methodist Women has donated \$100.00 to the Niagara Falls City School District's Focus on Families Program; and

WHEREAS, This donation will be used to purchase food and clothing to those families in need; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$100.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Carrie Mesmer,  
Trinity United Methodist Women  
2100 Whitehaven Road  
Grand Island, NY 14072

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.



**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 MCKINNEY-VENTO GRANT (SG 1)**

WHEREAS, The McKinney-Vento Grant Program was created for the purposes of facilitating the improved attendance, engagement and academic success of homeless children and youth. The McKinney-Vento Grant Program also addresses students social and emotion needs, academic needs and physical/emotion needs in light of the impact of the COVID-19 pandemic; and

WHEREAS, District staff prepared and submitted an application for the 2024/2025 McKinney-Vento Grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$125,000.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 McKinney-Vento Grant; and

RESOLVED, that the grant award of \$125,000.00 be credited to revenue account code F4289.540.25; and

RESOLVED, that the money be expended from the following function/object:

| Account                               | Description                      | Budget           |
|---------------------------------------|----------------------------------|------------------|
| F 2110.138-014-5425                   | 24/25 MCKINNY/VENTO - PROG COORD | \$51,415         |
| F 2110.140-098-5425                   | 24/25 MCKINNY/VENTO - SCH B      | \$50,127         |
| F 2110.167-061-5425                   | 24/25 MCKINNY/VENTO - HRLY CLSFD | \$23,458         |
|                                       | <b>Total</b>                     | <b>\$125,000</b> |
| <b>Revenue Code:<br/>F4289.540.25</b> |                                  |                  |

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 TITLE I – PART A IMPROVING ACADEMIC ACHIEVEMENT, TITLE IIA – TEACHER/PRINCIPAL TRAINING AND TITLE IV – PART A GRANTS (SG 1, 2)**

WHEREAS, ESEA Title I – Part A Improving Academic Achievement Funds provide compensatory education programs for schools serving students who require remediation; and

WHEREAS, The No Child Left Behind Act of 2002 re-authorized Title II-A Teacher/Principal Training to include funds that support improving the quality of teaching and instruction; and

WHEREAS, The SSAE Title IV – Part A program is intended to improve students’ academic achievement by increasing the capacity of State educational

agencies (SEAs), local educational agencies (LEAs), and local communities to provide all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students; and

WHEREAS, District staff prepared and submitted an application for the grants mentioned above; and

WHEREAS, Official notification of approved of the applications and awards in the following amounts of:

- ESEA Title I Part A Improving Academic Achievement award - \$5,184,310.00

- Title II-A Teacher/Principal Training award - \$486,099.00

- SSAE Title IV – Part A award - \$394,317.00; therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2024/2025 ESEA Title I Part A Improving Academic Achievement Grant, 2024/2025 Title II-A Teacher/Principal Training Grant and 2024/2025 SSAE Title IV – Part A; and

RESOLVED, that the grant award of \$5,184,310.00 be credited to revenue account code F4126.010.25 ESEA Title I Part A Improving Academic Achievement Grant, the grant award of \$486,099.00 be credited to the revenue account code F4289.430.25 Title II-A Teacher/Principal Training Grant and the grant award of \$394,317.00 be credited to the revenue account code F4289.020.25 SSAE Title IV – Part A Grant; and

RESOLVED, that the money be expended from the following codes:

| Title I             |                                           |           |
|---------------------|-------------------------------------------|-----------|
| Account             | Description                               | Budget    |
| F 2010.150-014-0125 | 24/25 TITLE I - RTI COORDINATOR           | \$125,968 |
| F 2110.130-045-0125 | 24/25 TITLE I - P2E TCHR - NFHS           | \$363,851 |
| F 2110.130-060-0125 | 24/25 TITLE I - READING RECOVERY - MAPLE  | \$56,421  |
| F 2110.130-061-0125 | 24/25 TITLE I - READING RECOVERY - BBPS   | \$23,022  |
| F 2110.132-050-0125 | 24/25 TITLE I - PER DIEM - LPS            | \$5,600   |
| F 2110.132-056-0125 | 24/25 TITLE I - PER DIEM - ABATE          | \$5,600   |
| F 2110.132-057-0125 | 24/25 TITLE I - PER DIEM - CATARACT       | \$5,600   |
| F 2110.132-058-0125 | 24/25 TITLE I - PER DIEM - H/P            | \$5,600   |
| F 2110.132-059-0125 | 24/25 TITLE I - PER DIEM - KALFAS         | \$5,600   |
| F 2110.132-060-0125 | 24/25 TITLE I - PER DIEM - MAPLE          | \$5,600   |
| F 2110.132-061-0125 | 24/25 TITLE I - PER DIEM - BBPS           | \$5,600   |
| F 2110.132-067-0125 | 24/25 TITLE I - PER DIEM - MANN           | \$5,600   |
| F 2110.132-098-0125 | 24/25 TITLE I - PER DIEM - DIST-WIDE      | \$46,400  |
| F 2110.133-049-0125 | 24/25 TITLE I - AIS: MATH TCHR - GPS      | \$80,121  |
| F 2110.133-056-0125 | 24/25 TITLE I - AIS: MATH TCHR - ABATE    | \$270,652 |
| F 2110.133-057-0125 | 24/25 TITLE I - AIS: MATH TCHR - CATARACT | \$161,151 |
| F 2110.133-058-0125 | 24/25 TITLE I - AIS: MATH TCHR - H/P      | \$239,996 |
| F 2110.133-059-0125 | 24/25 TITLE I - AIS: MATH TCHR - KALFAS   | \$112,399 |
| F 2110.133-060-0125 | 24/25 TITLE I - AIS: MATH TCHR - MAPLE    | \$70,211  |
| F 2110.133-061-0125 | 24/25 TITLE I - AIS: MATH TCHR - BBPS     | \$86,171  |
| F 2110.133-065-0125 | 24/25 TITLE I - AIS: MATH TCHR - 79TH     | \$114,041 |
| F 2110.133-067-0125 | 24/25 TITLE I - AIS: MATH TCHR - MANN     | \$69,065  |

|                     |                                                    |           |
|---------------------|----------------------------------------------------|-----------|
| F 2110.138-045-0125 | 24/25 TITLE I - INST COACH - NFHS                  | \$115,108 |
| F 2110.138-049-0125 | 24/25 TITLE I - INST COACH - GPS                   | \$119,998 |
| F 2110.138-050-0125 | 24/25 TITLE I - INST COACH - LPS                   | \$119,998 |
| F 2110.138-059-0125 | 24/25 TITLE I - INST COACH - KALFAS                | \$34,559  |
| F 2110.138-061-0125 | 24/25 TITLE I - INST COACH - BBPS                  | \$34,559  |
| F 2110.138-096-0125 | 24/25 TITLE I - HOMELESS LIASON                    | \$41,376  |
| F 2110.140-050-0125 | 24/25 TITLE I - SCH B - LPS                        | \$1,778   |
| F 2110.140-056-0125 | 24/25 TITLE I - SCH B - ABATE                      | \$1,778   |
| F 2110.140-057-0125 | 24/25 TITLE I - SCH B - CATARACT                   | \$1,778   |
| F 2110.140-058-0125 | 24/25 TITLE I - SCH B - H/P                        | \$1,778   |
| F 2110.140-059-0125 | 24/25 TITLE I - SCH B - KALFAS                     | \$1,778   |
| F 2110.140-060-0125 | 24/25 TITLE I - SCH B - MAPLE                      | \$1,778   |
| F 2110.140-061-0125 | 24/25 TITLE I - SCH B - BBPS                       | \$1,778   |
| F 2110.140-067-0125 | 24/25 TITLE I - SCH B - MANN                       | \$1,778   |
| F 2110.140-098-0125 | 24/25 TITLE I - SCH B - DIST-WIDE                  | \$22,757  |
| F 2110.140-145-0125 | 24/25 TITLE I - SCH B - NFHS - P&F ENGAGE          | \$10,194  |
| F 2110.140-150-0125 | 24/25 TITLE I - SCH B - LPS - P&F ENGAGE           | \$2,371   |
| F 2110.140-156-0125 | 24/25 TITLE I - SCH B - ABATE - P&F ENGAGE         | \$2,845   |
| F 2110.140-157-0125 | 24/25 TITLE I - SCH B - CATARACT - P&F ENGAGE      | \$2,276   |
| F 2110.140-158-0125 | 24/25 TITLE I - SCH B - H/P - P&F ENGAGE           | \$1,897   |
| F 2110.140-159-0125 | 24/25 TITLE I - SCH B - KALFAS - P&F ENGAGE        | \$1,186   |
| F 2110.140-160-0125 | 24/25 TITLE I - SCH B - MAPLE - P&F ENGAGE         | \$1,186   |
| F 2110.140-161-0125 | 24/25 TITLE I - SCH B - BBPS - P&F ENGAGE          | \$949     |
| F 2110.140-165-0125 | 24/25 TITLE I - SCH B - 79TH - P&F ENGAGE          | \$1,707   |
| F 2110.140-167-0125 | 24/25 TITLE I - SCH B - MANN - P&F ENGAGE          | \$1,755   |
| F 2110.143-045-0125 | 24/25 TITLE I - PEP TA - NFHS                      | \$16,837  |
| F 2110.143-056-0125 | 24/25 TITLE I - PEP TA - ABATE                     | \$184,215 |
| F 2110.143-057-0125 | 24/25 TITLE I - PEP TA - CATARACT                  | \$115,108 |
| F 2110.143-058-0125 | 24/25 TITLE I - PEP LEAD - H/P                     | \$74,820  |
| F 2110.143-059-0125 | 24/25 TITLE I - PEP LEAD - KALFAS                  | \$60,191  |
| F 2110.143-060-0125 | 24/25 TITLE I - PEP LEAD - MAPLE                   | \$84,731  |
| F 2110.143-061-0125 | 24/25 TITLE I - PEP TA - BBPS                      | \$134,971 |
| F 2110.143-065-0125 | 24/25 TITLE I - PEP TA - 79TH                      | \$48,131  |
| F 2110.143-067-0125 | 24/25 TITLE I - PEP LEAD - MANN                    | \$86,331  |
| F 2110.164-014-0125 | 24/25 TITLE I - SECRETARY                          | \$35,567  |
| F 2110.168-007-0125 | 24/25 TITLE I - HRLY CLSFD DPC                     | \$8,840   |
| F 2110.177-145-0125 | 24/25 TITLE I - HRLY CLSFD - NFHS - P&F ENGAGE     | \$578     |
| F 2110.177-150-0125 | 24/25 TITLE I - HRLY CLSFD - LPS - P&F ENGAGE      | \$248     |
| F 2110.177-156-0125 | 24/25 TITLE I - HRLY CLSFD - ABATE - P&F ENGAGE    | \$450     |
| F 2110.177-157-0125 | 24/25 TITLE I - HRLY CLSFD - CATARACT - P&F ENGAGE | \$646     |
| F 2110.177-158-0125 | 24/25 TITLE I - HRLY CLSFD - H/P - P&F ENGAGE      | \$748     |
| F 2110.177-159-0125 | 24/25 TITLE I - HRLY CLSFD - KALFAS - P&F ENGAGE   | \$200     |
| F 2110.177-160-0125 | 24/25 TITLE I - HRLY CLSFD - MAPLE - P&F ENGAGE    | \$737     |
| F 2110.177-161-0125 | 24/25 TITLE I - HRLY CLSFD - BBPS - P&F ENGAGE     | \$315     |
| F 2110.177-165-0125 | 24/25 TITLE I - HRLY CLSFD - 79TH - P&F ENGAGE     | \$298     |

|                     |                                                         |          |
|---------------------|---------------------------------------------------------|----------|
| F 2110.177-167-0125 | 24/25 TITLE I - HRLY CLSFD - MANN - P&F ENGAGE          | \$142    |
| F 2110.400-056-0125 | 24/25 TITLE I - PRCHD SRVCS - ABATE                     | \$27,227 |
| F 2110.400-057-0125 | 24/25 TITLE I - PRCHD SRVCS - CATARACT                  | \$37,095 |
| F 2110.400-058-0125 | 24/25 TITLE I - PRCHD SRVCS - H/P                       | \$24,738 |
| F 2110.400-059-0125 | 24/25 TITLE I - PRCHD SRVCS - KALFAS                    | \$24,738 |
| F 2110.400-060-0125 | 24/25 TITLE I - PRCHD SRVCS - MAPLE                     | \$24,738 |
| F 2110.400-061-0125 | 24/25 TITLE I - PRCHD SRVCS - BBPS                      | \$21,026 |
| F 2110.400-065-0125 | 24/25 TITLE I - PRCHD SRVCS - 79TH                      | \$37,095 |
| F 2110.400-067-0125 | 24/25 TITLE I - PRCHD SRVCS - MANN                      | \$29,672 |
| F 2110.400-069-0125 | 24/25 TITLE I - PRCHD SRVCS - BUFF HEARING & SPEECH     | \$3,823  |
| F 2110.400-071-0125 | 24/25 TITLE I - PRCHD SRVCS - CARDINAL O'HARA           | \$9,558  |
| F 2110.400-072-0125 | 24/25 TITLE I - PRCHD SRVCS - MT ST MARY                | \$1,911  |
| F 2110.400-073-0125 | 24/25 TITLE I - PRCHD SRVCS - SACRED HEART              | \$7,646  |
| F 2110.400-075-0125 | 24/25 TITLE I - PRCHD SRVCS - STELLA NIAGARA            | \$9,557  |
| F 2110.400-077-0125 | 24/25 TITLE I - PRCHD SRVCS - BEYOND SUPPORT            | \$2,867  |
| F 2110.400-078-0125 | 24/25 TITLE I - PRCHD SRVCS - CANISIUS H/S              | \$2,867  |
| F 2110.400-079-0125 | 24/25 TITLE I - PRCHD SRVCS - CATH ACAD                 | \$41,612 |
| F 2110.400-083-0125 | 24/25 TITLE I - PRCHD SRVCS - CHRIST ACAD OF WNY        | \$5,734  |
| F 2110.400-084-0125 | 24/25 TITLE I - PRCHD SRVCS - CTK                       | \$6,766  |
| F 2110.400-087-0125 | 24/25 TITLE I - PRCHD SRVCS - ST PETER LUTHERAN         | \$4,779  |
| F 2110.400-089-0125 | 24/25 TITLE I - PRCHD SRVCS - ST JOHN LUTHERAN          | \$5,734  |
| F 2110.400-090-0125 | 24/25 TITLE I - PRCHD SRVCS - HOLY GHOST                | \$8,602  |
| F 2110.400-093-0125 | 24/25 TITLE I - PRCHD SRVCS - BAKER HALL                | \$6,690  |
| F 2110.400-098-0125 | 24/25 TITLE I - PRCHD SRVCS - DIST-WIDE                 | \$86,000 |
| F 2110.400-107-0125 | 24/25 TITLE I - PRCHD SRVCS - UNIVERSAL SCHOOL          | \$956    |
| F 2110.400-108-0125 | 24/25 TITLE I - PRCHD SRVCS - AL RASHEED 6108           | \$956    |
| F 2110.400-110-0125 | 24/25 TITLE I - PRCHD SRVCS - AL RASHEED 6697           | \$4,779  |
| F 2110.400-115-0125 | 24/25 TITLE I - PRCHD SRVCS - ARC ERIE CNTY-GREEN ACRES | \$2,867  |
| F 2110.400-120-0125 | 24/25 TITLE I - PRCHD SRVCS - DARUL IMAN ACADEMY        | \$5,734  |
| F 2110.400-145-0125 | 24/25 TITLE I - PRCHD SRVCS - NFHS - P&F ENGAGE         | \$859    |
| F 2110.400-181-0125 | 24/25 TITLE I - PRCHD SRVCS - SGF - ROOSEVELT           | \$16,784 |
| F 2110.400-281-0125 | 24/25 TITLE I - PRCHD SRVCS - SGF - CAMBRIDGE           | \$20,000 |
| F 2110.400-681-0125 | 24/25 TITLE I - PRCHD SRVCS - SGF - MULLEN              | \$8,392  |
| F 2110.429-079-0125 | 24/25 TITLE I - PRCHD SRVCS - CATH ACAD - P&F ENGAGE    | \$420    |
| F 2110.450-045-0125 | 24/25 TITLE I - SPLS - NFHS                             | \$2,047  |
| F 2110.450-049-0125 | 24/25 TITLE I - SPLS - GPS                              | \$4,657  |
| F 2110.450-050-0125 | 24/25 TITLE I - SPLS - LPS                              | \$6,940  |
| F 2110.450-056-0125 | 24/25 TITLE I - SPLS - ABATE                            | \$38,958 |
| F 2110.450-057-0125 | 24/25 TITLE I - SPLS - CATARACT                         | \$33,399 |
| F 2110.450-058-0125 | 24/25 TITLE I - SPLS - H/P                              | \$25,643 |
| F 2110.450-059-0125 | 24/25 TITLE I - SPLS - KALFAS                           | \$11,579 |
| F 2110.450-060-0125 | 24/25 TITLE I - SPLS - MAPLE                            | \$22,119 |
| F 2110.450-061-0125 | 24/25 TITLE I - SPLS - BBPS                             | \$12,882 |
| F 2110.450-065-0125 | 24/25 TITLE I - SPLS - 79TH                             | \$20,220 |

|                                   |                                               |                    |
|-----------------------------------|-----------------------------------------------|--------------------|
| F 2110.450-067-0125               | 24/25 TITLE I - SPLS - MANN                   | \$18,741           |
| F 2110.450-069-0125               | 24/25 TITLE I - SPLS - BUFF HEARING & SPEECH  | \$0                |
| F 2110.450-074-0125               | 24/25 TITLE I - SPLS - ST JOSEPH COLLEGIATE   | \$956              |
| F 2110.450-084-0125               | 24/25 TITLE I - SPLS - CTK                    | \$800              |
| F 2110.450-088-0125               | 24/25 TITLE I - SPLS - ST PETER RC            | \$8,601            |
| F 2110.450-091-0125               | 24/25 TITLE I - SPLS - ST STEPHEN             | \$956              |
| F 2110.450-098-0125               | 24/25 TITLE I - SPLS - DIST-WIDE              | \$1,800            |
| F 2110.450-181-0125               | 24/25 TITLE I - SPLS - SGF - ROOSEVELT        | \$6,155            |
| F 2110.450-281-0125               | 24/25 TITLE I - SPLS - SGF - CAMBRIDGE        | \$8,674            |
| F 2110.450-681-0125               | 24/25 TITLE I - SPLS - SGF - MULLEN           | \$3,077            |
| F 2110.454-045-0125               | 24/25 TITLE I - SPLS - NFHS - P&F ENGAGE      | \$1,910            |
| F 2110.454-049-0125               | 24/25 TITLE I - SPLS - GPS - P&F ENGAGE       | \$3,486            |
| F 2110.454-050-0125               | 24/25 TITLE I - SPLS - LPS - P&F ENGAGE       | \$110              |
| F 2110.454-056-0125               | 24/25 TITLE I - SPLS - ABATE - P&F ENGAGE     | \$1,854            |
| F 2110.454-057-0125               | 24/25 TITLE I - SPLS - CATARACT - P&F ENGAGE  | \$385              |
| F 2110.454-058-0125               | 24/25 TITLE I - SPLS - H/P - P&F ENGAGE       | \$907              |
| F 2110.454-059-0125               | 24/25 TITLE I - SPLS - KALFAS - P&F ENGAGE    | \$1,092            |
| F 2110.454-060-0125               | 24/25 TITLE I - SPLS - MAPLE - P&F ENGAGE     | \$593              |
| F 2110.454-061-0125               | 24/25 TITLE I - SPLS - BBPS - P&F ENGAGE      | \$1,987            |
| F 2110.454-065-0125               | 24/25 TITLE I - SPLS - 79TH - P&F ENGAGE      | \$16               |
| F 2110.454-067-0125               | 24/25 TITLE I - SPLS - MANN - P&F ENGAGE      | \$61               |
| F 2110.454-079-0125               | 24/25 TITLE I - SPLS - CATH ACAD - P&F ENGAGE | \$23               |
| F 2110.454-084-0125               | 24/25 TITLE I - SPLS - CTK - P&F ENGAGE       | \$81               |
| F 2110.800-096-0125               | 24/25 TITLE I - ERS                           | \$663              |
| F 2110.802-096-0125               | 24/25 TITLE I - TRS                           | \$2,664            |
| F 2110.803-096-0125               | 24/25 TITLE I - FICA/MED                      | \$2,338            |
| F 2250.130-045-0125               | 24/25 TITLE I - P2E SPED TCHR - NFHS          | \$124,888          |
| F 2250.147-045-0125               | 24/25 TITLE I - PSA - NFHS                    | \$144,692          |
| F 2259.130-045-0125               | 24/25 TITLE I - ENL TCHR - NFHS               | \$115,108          |
| F 2810.133-045-0125               | 24/25 TITLE I - COUNSELOR - NFHS              | \$404,162          |
| F 2810.133-050-0125               | 24/25 TITLE I - COUNSELOR - LPS               | \$159,871          |
| F 2825.133-045-0125               | 24/25 TITLE I - SOCIAL WORKER - NFHS          | \$134,442          |
| F 2825.133-049-0125               | 24/25 TITLE I - SOCIAL WORKER - GPS           | \$115,233          |
|                                   | <b>Total Title I Budget</b>                   | <b>\$5,184,310</b> |
| <b>Revenue Code: F4126.010-25</b> |                                               |                    |

| Title IIA           |                                           |           |
|---------------------|-------------------------------------------|-----------|
| Account             | Description                               | Budget    |
| F 2110.132-098-4325 | 24/25 TITLE IIA - PER DIEM - D/W          | \$53,145  |
| F 2110.138-056-4325 | 24/25 TITLE IIA - INST COACH - ABATE      | \$179,997 |
| F 2110.138-060-4325 | 24/25 TITLE IIA - INST COACH - MAPLE      | \$115,108 |
| F 2110.138-061-4325 | 24/25 TITLE IIA - INST COACH - BBPS       | \$59,999  |
| F 2110.140-098-4325 | 24/25 TITLE IIA - SCH B - D/W             | \$46,004  |
| F 2110.400-079-4325 | 24/25 TITLE IIA - PRCHD SRVCS - CATH ACAD | \$8,518   |

|                                   |                                           |                  |
|-----------------------------------|-------------------------------------------|------------------|
| F 2110.400-084-4325               | 24/25 TITLE IIA - PRCHD SRVCS - CTK       | \$2,078          |
| F 2110.400-098-4325               | 24/25 TITLE IIA - PRCHD SRVCS - DIST-WIDE | \$7,500          |
| F 2110.409-098-4325               | 24/25 TITLE IIA - TRAVEL - DIST-WIDE      | \$13,750         |
|                                   | <b>Total Title IIA Budget</b>             | <b>\$486,099</b> |
| <b>Revenue Code: F4289.430-25</b> |                                           |                  |

| <b>Title IV</b>                   |                                          |                  |
|-----------------------------------|------------------------------------------|------------------|
| <b>Account</b>                    | <b>Description</b>                       | <b>Budget</b>    |
| F 2110.132-098-0225               | 24/25 TITLE IV - PER DIEM - D/W          | \$13,800         |
| F 2110.138-049-0225               | 24/25 TITLE IV - INST COACH - GPS        | \$46,043         |
| F 2110.138-050-0225               | 24/25 TITLE IV - INST COACH - LPS        | \$46,043         |
| F 2110.138-056-0225               | 24/25 TITLE IV - INST COACH - ABATE      | \$23,022         |
| F 2110.140-098-0225               | 24/25 TITLE IV - SCH B - D/W             | \$22,053         |
| F 2110.400-079-0225               | 24/25 TITLE IV - PRCHD SRVCS - CATH ACAD | \$6,910          |
| F 2110.400-098-0225               | 24/25 TITLE IV - PRCHD SRVCS             | \$75,150         |
| F 2110.409-098-0225               | 24/25 TITLE IV - TRAVEL                  | \$5,366          |
| F 2110.450-098-0225               | 24/25 TITLE IV - SPLS - CTK              | \$1,685          |
| F 2630.138-045-0225               | 24/25 TITLE IV - CLSRM TECH INT - NFHS   | \$39,137         |
| F 2630.138-098-0225               | 24/25 TITLE IV - CLSRM TECH INT - DW     | \$115,108        |
|                                   | <b>Total Title IV Budget</b>             | <b>\$394,317</b> |
| <b>Revenue Code: F4289.020-25</b> |                                          |                  |

The vote was as follows:

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.

**APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND CUNY RESEARCH FOUNDATION FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS TO BECOME THE SUBRECIPIENT OF A PROFESSIONAL DEVELOPMENT GRANT AND ACCEPTANCE OF FUNDS FROM SUCH MEMORANDUM OF UNDERSTANDING**  
[\(SG 1\)](#)

WHEREAS, The City School District of the City of Niagara Falls (the District) applied to the CUNY Initiative on Immigration and Education to received funds from the CUNY Research Foundation to support District teachers in Professional Development related to immigrant education; and

WHEREAS, The District received notification that it was awarded the amount of \$7,174.52 from the CUNY Research Foundation to assist the District in providing Professional Development to 4 ENL teachers during the 2024/2025 school year; and

WHEREAS, The District wishes to enter into a Memorandum of Understanding (MOU), heretofore attached, with CUNY Research Foundation for CUNY to provide

such professional development services as described in the MOU to District teachers;  
and

WHEREAS, The Board of Education shall act on this item now so that funds may be encumbered; therefore be it

RESOLVED, that the MOU between the City School District of the City of Niagara Falls and CUNY Research Foundation be hereby approved; and be it further

RESOLVED, that the MOU is subject to such modifications as the Superintendent of Schools and the School District Attorney deem appropriate; and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said MOU; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education, and be it further

RESOLVED, That the Board of Education accepts the funds appropriated in the MOU; and be it further

RESOLVED, That the grant award of \$7,174.52 be credited to revenue code F3289.300.25; and be it further

RESOLVED, That the money be expended in the follow function/object codes:

| Account                               | Description              | Budget     |
|---------------------------------------|--------------------------|------------|
| F2010.400-098-3025                    | 24/25 CUNY – PRCHD SRVCS | \$7,174.52 |
|                                       | Total                    | \$7,174.52 |
| <b>Revenue Code:<br/>F3289.300.25</b> |                          |            |

### **LaSalle Preparatory School**

7436 Buffalo Avenue, Niagara Falls, NY 14304

### **Memorandum of Understanding**

CUNY-Initiative on Immigration and Education

December 2024 – June 2025

**LaSalle Preparatory School**

### **SCOPE OF WORK**

LaSalle Preparatory School is a public school based in Niagara Falls, NY.

LaSalle Preparatory School will partner with the CUNY-Initiative on Immigration and Education(CUNY-IIE) for the 2024-2025 school year for targeted professional development and support.

CUNY-IIE will work with LaSalle Preparatory School educators to collaboratively generate immigrant-centered support and resources grounded in the lived experiences of immigrant-origin students and their communities. These collaborations center on learning from and with students, families and educators, as well as developing and disseminating robust knowledge about immigration and education.

During the school year, LaSalle Preparatory School will:

- Assign a small team of educators (3-4) to work closely with CUNY-IIE staff
- Meet regularly (virtually and in-person) with CUNY-IIE staff between December 2024 and May 2025
- Create and implement a project that meets the unique needs of their immigrant-origin students
- Participate in two CUNY-IIE summits with other Partner Schools in NYC, which will take place on Friday, December 6, 2024 and Friday, May 9, 2025 at the CUNY-IIE office at The City College of New York. (Transportation costs for 4 educators will be reimbursed directly.)
- Engage in opportunities to disseminate their work to others.
- Share information on school demographics and immigrant-student make up.

| Activity                                                                                                                                                 | Amount            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Partnership Work</b>                                                                                                                                  |                   |
| Per session compensation for (7) 1.5-hour professional development meetings for 4 educators with CUNY-IIE staff outside of school hours (@ \$58.99/hour) | \$2,477.58        |
| Per session compensation for 8.5 hours for 4 educators in support of material development/planning outside of school hours (@ \$58.99/hour)              | \$2,005.66        |
| Supplies and materials for LaSalle Preparatory School to support the school-based CUNY-IIE project                                                       | \$1,000.00        |
| <b>Partner School Summits</b>                                                                                                                            |                   |
| Substitute Teachers during Partner School Summits on Friday, December 6 and Friday, May 9 for 4 teachers (@\$211.41/day)                                 | \$1,691.28        |
| <b>Total</b>                                                                                                                                             | <b>\$7,174.52</b> |

Payments from the CUNY Research Foundation will be disbursed to schools in two installments (in January and May 2025) after invoices have been received.

#### **ADDITIONAL INFORMATION**

**Website: [www.nfschools.net/Domain/554](http://www.nfschools.net/Domain/554)**

Contact Info



Italo Baldassarre, Principal  
LaSalle Preparatory School  
Email: [ibaldassarre@nfschools.net](mailto:ibaldassarre@nfschools.net)

Approval: \_\_\_\_\_

Mr. Russell Petrozzi  
President, City School District of the City of Niagara Falls Board of Education

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK (SG 4)**

A motion is recommended for the approval of the following resolution: 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

WHEREAS, The annual school election/budget vote of the City School District of the City of Niagara Falls, New York, will be held on Tuesday, May 20, 2025; and

WHEREAS, The New York State Education Law requires the Board of Education to follow specific directions with regard to the election; and

WHEREAS, In addition the law also requires that a public hearing on the budget be held not less than seven (7) days or no more than fourteen (14) days before the budget vote; and

WHEREAS, This resolution provides those directions; therefore, be it

RESOLVED, That the following be adopted and implemented as official procedure for the 2025 School Board Election/Budget Vote:

**RESOLVED BY THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, IN THE COUNTY OF NIAGARA, NEW YORK** as follows:

**Section 1.** The Public Hearing on the School Budget shall be held on Thursday, May 8, 2025, at 7:00 p.m. at Niagara Falls School District Administration Building (Board Room), located at 630 66<sup>th</sup> Street, Niagara Falls, New York. The annual school election/budget vote of the City School District of the City of Niagara Falls, New York, shall be held on May 20, 2025, at 11:00 o'clock a.m. to 8 o'clock p.m. (E.D.S.T.) for the following purpose:

1. To elect two members to the Board of Education, who will each serve a full five (5) year term commencing July 1, 2025.

2. To adopt the annual budget of the school district for the fiscal year 2025/26 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 11:00 o'clock until 8:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots. Applications for early vote by mail ballots as provided by Education Law may be made to the district clerk no earlier than April 20, 2025.

**Section 2.** The voting at such election will be held in the school election districts designated and established by resolutions of the Board of Education adopted December 21, 2023, and such voting shall be held at the particular polling places for said school election districts as designated by resolution of the Board of Education at its December 21, 2023, Regular Meeting. A list of such school election district polling site for each shall be as set forth in Schedule A, as follows:

**SCHEDULE A:**  
**2025 POLLING PLACES**  
**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

| SCHOOL ELECTION DISTRICT | LEGISLATIVE DISTRICT | ELECTION DISTRICT | Polling Place                   | Polling Address                |
|--------------------------|----------------------|-------------------|---------------------------------|--------------------------------|
| 1                        | 3rd                  | *1,               | Board of Education Admin. Bldg. | 630 – 66 <sup>th</sup> Street  |
| 2                        |                      | *2 , 3            | St. John De La Salle            | 8469 Buffalo Ave.              |
| 3                        |                      | *4 , 5, 7         | Grace Lutheran Church           | 736 Cayuga Dr.                 |
| 4                        |                      | *6                | Geraldine J. Mann School        | 1330 – 95 <sup>th</sup> Street |
| 5                        |                      | 8                 | 79 <sup>th</sup> Street School  | 551 – 79 <sup>th</sup> Street  |
| 6                        | 4 <sup>th</sup>      | *1 <sup>st</sup>  | St. John AME Church             | 917 Garden Ave.                |
| 7                        |                      | *2                | V.F.W. Post 917                 | 2435 Seneca Ave.               |
| 8                        |                      | *3                | Wrobel Towers                   | 800 Niagara Ave.               |
| 9                        |                      | *4                | Niagara Falls Public Library    | 1425 Main Street               |
| 10                       |                      | *5                | Niagara Arts & Cultural Ctr.    | 1201 Pine Ave.                 |
| 11                       | 5 <sup>th</sup>      | *1 , 2            | Maple Avenue School             | 925 Maple Ave.                 |
| 12                       |                      | *3                | Gaskill Prep School             | 910 Hyde Park Blvd.            |
| 13                       |                      | *4                | Hyde Park School                | 1620 Hyde Park Blvd.           |
| 14                       |                      | *5 ,              | John Duke Senior Citizens Ctr.  | 1201 Hyde Park Blvd.           |
| 15                       |                      | 1                 | City Hall                       | 745 Main Street                |
| 16                       | 6 <sup>th</sup>      | 2, 3              | Cristoforo Columbo Society      | 2223 Pine Ave.                 |
| 17                       |                      | 4                 | Bloneva Bond School             | 2513 Niagara Street            |
| 18                       |                      | 5                 | Packard Court Center            | 4300 Pine Ave.                 |

|    |   |                            |                     |
|----|---|----------------------------|---------------------|
| 19 | 6 | Community Education Center | 6040 Lindbergh Ave. |
| 20 | 7 | LaSalle Prep School        | 7436 Buffalo Ave.   |
| 20 | 8 | Spallino Towers            | 720 Tenth Street    |

### **\*ACCESS FOR HANDICAPPED**

**Section 3.** Notice of such election/budget vote (**see Attachment 1**) and the business to be acted upon thereat shall be given as required by law and published in the Niagara Gazette newspaper published in Niagara Falls, New York, such publications to be made four (4) times within the seven (7) weeks preceding the date of the annual election/budget vote. The initial advertisement shall appear at least forty-five (45) days (April 5, 2025) before the date of the election/budget vote.

**Section 4.** Such notice of such election shall be of such form and content as it required by law, including without limitation sections 2004 and 2007 of the Education Law. Each such notice shall state the day of the election to which it refers and the hours during which the polls are to be opened, shall state that an accurate description of the boundaries of the school election districts into which the school district is divided is on file and may be inspected in the office of the Board of Education, shall be held, shall state in substance any proposition which is to be submitted at such election and shall contain all provisions required by law. The Clerk of the Board of Education shall cause due and timely publication of such notice.

**Section 5.** The Clerk of the Board of Education is hereby directed to cause a copy of the appropriate register of voters to be delivered on the day of said election before the opening of the polls on such day to the inspectors of each polling place with the school district at the place or places where such election is to be held. Upon the closing the polls at such election, the ballots cast thereat shall be counted or canvassed by the inspectors of election in the manner provided by Section 2610 of the Education Law.

The votes cast for each candidate or proposition(s) shall be tallied and counted by the inspectors and a statement shall be made by them containing the names of each candidate receiving votes in such district and the number of votes cast for each proposition. Such statement shall be signed by the inspectors of election. The statement of the canvass of the votes shall be delivered to the Clerk of the Board of Education not later than the day following the election to which it refers and at which such votes were cast. The inspectors of election shall take all action and do all things necessary or required by law in connection with their performance or their duties incidental to such annual school election.

Date: **December 21, 2024**

Judith Glaser, Clerk of the Board of Education

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
NOTICE OF ANNUAL SCHOOL DISTRICT  
PUBLIC HEARING ON BUDGET VOTE AND SCHOOL BOARD ELECTION**

**NOTICE IS HEREBY GIVEN** that a Public Hearing for the voters of the City School District of the City of Niagara Falls 2025-25 budget and expenditure of funds vote will be held on Thursday, May 8, 2025, at 7:00 p.m., at the City of Niagara Falls City School District Administration Building (Board Room), located at 630 66<sup>th</sup> Street, Niagara Falls, New York.

**TAKE FURTHER NOTICE** that the Board of Education of this District will have prepared and completed a detailed statement in writing of the amount of money which will be required for the ensuing fiscal year, 2025-25, for school purposes, specifying the several purposes and amount of each, together with the text of any resolution which will be presented to the voters. The amount of each purchase estimated necessary for payments to Boards of Cooperative Education Services shall be set forth in full with no deduction of estimated state aid. Said statement will be available, upon request, to taxpayers within this District during the hours of 9:00 a.m. to 4:00 p.m. from May 9<sup>th</sup> through May 20<sup>st</sup> with the exception of Saturdays, Sundays or holidays at each schoolhouse in the District.

**TAKE FURTHER NOTICE** That a copy of such statement may be obtained from the District Clerk's Office each day other than Saturday, Sunday or holidays during the hours of 9:00 a.m. to 4:00 p.m. during the period of May 9<sup>th</sup> through May 20<sup>th</sup>.

**TAKE FURTHER NOTICE** that the annual school election/budget vote of the City School District of the City of Niagara Falls shall be held on May 20, 2025, at 11:00 o'clock a.m. (E.D.S.T.) to 8:00 p.m. for the following purposes:

1. To elect two members to the Board of Education, who will each serve a full five-year term of office commencing July 1, 2025. Petitions nominating candidates for the office of member of the board of education must be filed in the office of the clerk of the district between the hours of 9:00 a.m. and 5:00 p.m., not later than May 1, 2025. The petition must be signed by at least 100 qualified voters.
2. To adopt the annual budget of the school district for the fiscal year 2025/25 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election/budget vote shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 11:00 o'clock a.m. until 8:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots. Applications for early vote by mail ballots as provided by Education Law may be made to the district clerk no earlier than April 20, 2025.

**TAKE FURTHER NOTICE** that the voting at such election will be held in the school election district polling sites designated and established by resolution of the Board of Education adopted December 21, 2023. Polling sites for the election/budget vote to be held on **May 20, 2025**, are listed at the end of this notice.

**TAKE FURTHER NOTICE** that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year **2025/26** proposition will be presented as follows:

**PROPOSITION NO. 1**

Shall the following resolution be adopted to-wit:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2025-2026 budget submitted to the Annual Meeting on May 20, 2025, and to levy the necessary tax; therefore be it?

**TAKE FURTHER NOTICE** that applications for absentee ballots may be applied for at the office of the clerk of the district at 630 66<sup>th</sup> Street, Niagara Falls, NY. A list of all persons to whom absentee ballots have been issued will be available in the said office of the clerk on each of the five (5) business days prior to the day of the election and that such list will also be available at the polling places on the day of the election.

**TAKE FURTHER NOTICE** that applications for applications for early vote by mail ballots may be applied for at the office of the clerk of the district at 630 66<sup>th</sup> Street, Niagara Falls, NY, on or after April 20, 2025. A list of all persons to whom absentee ballots have been issued will be available in the said office of the clerk on each of the five (5) business days prior to the day of the election and that such list will also be available at the polling places on the day of the election.

**TAKE FURTHER NOTICE** that applications for military ballots may be applied for at the office of the clerk of the district at 630 66<sup>th</sup> Street, Niagara Falls, NY, or by e-mailing [jglaser@nfschools.net](mailto:jglaser@nfschools.net) on or before May 6, 2025. Military voters who are registered may elect to receive their military ballot application and military ballot by mail, email, or facsimile. However, if no preference is selected (or the necessary fax number or email address is not provided), the District Clerk will transmit the military ballot application or military ballot by mail to the military voter's district residence.

The military voter must return the original signed Military Ballot Application and military ballot by mail (or in person) to the District Clerk, 630 66<sup>th</sup> Street, Niagara Falls, NY 14304 regardless of how the or military ballot was received.

**TAKE FURTHER NOTICE** that the board of registration shall meet to prepare the register of the school district on **Monday, April 28, 2025** between the hours of 10:00 a.m. and 8:00 p.m. at the City of Niagara Falls City School District Administration Building, located at 630 66<sup>th</sup> Street, Niagara Falls, New York.

Any qualified person may have his/her name placed upon such register who shall present themselves personally for registration. The register prepared will be filed in the office of the clerk of the district and will be open for inspection by any qualified voter of the district during the hours of 9:00 a.m. to 4:00 p.m. on Monday through Friday, beginning Tuesday, April 29, 2025 until the day of election, May 20, 2025.

**SCHEDULE A**

**2025 POLLING PLACES  
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

| <b>SCHOOL ELECTION<br/>DISTRICT</b> | <b>LEGISLATIVE<br/>DISTRICT</b> | <b>ELECTION<br/>DISTRICT</b> | <b>Polling Place</b>            | <b>Polling Address</b>         |
|-------------------------------------|---------------------------------|------------------------------|---------------------------------|--------------------------------|
| 1                                   | 3rd                             | *1,                          | Board of Education Admin. Bldg. | 630 – 66 <sup>th</sup> Street  |
| 2                                   |                                 | *2 , 3                       | St. John De La Salle            | 8469 Buffalo Ave.              |
| 3                                   |                                 | *4 . 5. 7                    | Grace Lutheran Church           | 736 Cavuga Dr.                 |
| 4                                   |                                 | *6                           | Geraldine J. Mann School        | 1330 – 95 <sup>th</sup> Street |
| 5                                   |                                 | 8                            | 79 <sup>th</sup> Street School  | 551 – 79 <sup>th</sup> Street  |
| 6                                   | 4 <sup>th</sup>                 | *1 <sup>st</sup>             | St. John AME Church             | 917 Garden Ave.                |
| 7                                   |                                 | *2                           | V.F.W. Post 917                 | 2435 Seneca Ave.               |
| 8                                   |                                 | *3                           | Wrobel Towers                   | 800 Niagara Ave.               |
| 9                                   |                                 | *4                           | Niagara Falls Public Library    | 1425 Main Street               |
| 10                                  |                                 | *5                           | Niagara Arts & Cultural Ctr.    | 1201 Pine Ave.                 |
| 11                                  | 5 <sup>th</sup>                 | *1 , 2                       | Maple Avenue School             | 925 Maple Ave.                 |
| 12                                  |                                 | *3                           | Gaskill Prep School             | 910 Hyde Park Blvd.            |
| 13                                  |                                 | *4                           | Hyde Park School                | 1620 Hyde Park Blvd.           |
| 14                                  |                                 | *5 ,                         | John Duke Senior Citizens Ctr.  | 1201 Hyde Park Blvd.           |
| 15                                  |                                 | 1                            | City Hall                       | 745 Main Street                |
| 16                                  | 6 <sup>th</sup>                 | 2, 3                         | Cristoforo Columbo Society      | 2223 Pine Ave.                 |
| 17                                  |                                 | 4                            | Bloneva Bond School             | 2513 Niagara Street            |
| 18                                  |                                 | 5                            | Packard Court Center            | 4300 Pine Ave.                 |
| 19                                  |                                 | 6                            | Community Education Center      | 6040 Lindbergh Ave.            |
| 20                                  |                                 | 7                            | LaSalle Prep School             | 7436 Buffalo Ave.              |
| 20                                  |                                 | 8                            | Spallino Towers                 | 720 Tenth Street               |

**\*ACCESS FOR HANDICAPPED** - If you have any further questions concerning your registration, poll site or applying for an absentee ballot, please call the District Clerk at 286-4204.

**Date: April 5, 19, & May 12/13 & 16 2025**

*Judith Glaser*  
**Clerk of the Niagara Falls  
Board of Education**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC. (JANUARY 1, 2025 – JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Niagara Alliance for Restorative Practices, Inc. to provide training on the use of restorative circles in classrooms; and

WHEREAS, The Niagara Alliance for Restorative Practices, Inc. has extensive experience in promoting positive school culture and peer mediation to resolve student conflicts; and

WHEREAS, The District wishes to again enter into Contract with the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings on Restorative Practices including Restorative Circles; and

WHEREAS, District Administration has negotiated a new Contract with the Niagara Alliance for Restorative Practices, Inc. for a cost not to exceed \$15,000 for period effective 1-1-2025 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings at a sum not to exceed \$15,000 for the period January 1, 2025 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.**

THIS AGREEMENT, made this 19<sup>th</sup> day of December 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and the Niagara Alliance for Restorative Practices, Inc., 5585 Mapleton Road, Lockport, NY 14094.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages the Niagara Alliance for Restorative Practices, Inc. as an independent contractor to render to the District professional services regarding implementation of the STOP School Violence Grant, Mental Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. The Niagara Alliance for Restorative Practices, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Niagara Alliance for Restorative Practices, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the STOP School Violence Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (January 1, 2025 to June 30, 2025), including:

- Six (6) full day trainings to staff members on Restorative Practices
- All instructional materials needed for implementation of Restorative circles
- Instructors for the trainings
- Trainings will be at elementary, prep, and high school level

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The Niagara Alliance for Restorative Practices, Inc. shall not be an employee of the District. The Niagara Alliance for Restorative Practices, Inc. is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The Niagara Alliance for Restorative Practices, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay the Niagara Alliance for Restorative Practices, Inc. for services hereunder a sum not to exceed \$15,000 for six (6) full day trainings to staff members on Restorative Practices. The District shall pay \$2,500 after completion of each full day training for a total sum not to exceed \$15,000 by June 30, 2025. Payment checks payable to the order of the Niagara Alliance for Restorative Practices, Inc. shall be deemed full payment to and acquittance by the Niagara Alliance for Restorative Practices, Inc.

5. Indemnification. To the fullest extent permitted by law, the Niagara Alliance for Restorative Practices, Inc. shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The Niagara Alliance for Restorative Practices, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Niagara Alliance for Restorative Practices, Inc. is 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 1, 2025 to June 30, 2025, 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 the Niagara Alliance for Restorative Practices, Inc. under this Agreement are unique and personal. Accordingly, the Niagara Alliance for Restorative Practices, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

---

Courtney Santasero,  
Co-Founder

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 9 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$689,194.17; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$34,459.72; and

WHEREAS, The amount of payment the District will issue shall be \$689,194.17 less the required 5% retainage (\$34,459.72) as outlined in the contract, \$654,734.45; and

---

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$654,734.45 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 9 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$133,372.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$6,668.60; and

WHEREAS, The amount of payment the District will issue shall be \$133,372.00 less the required 5% retainage (\$6,668.60) as outlined in the contract, \$126,703.40; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$126,703.40 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 9 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$70,944.78; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$3,547.24; and

WHEREAS, The amount of payment the District will issue shall be \$70,944.78 less the required 5% retainage (\$3,547.24) as outlined in the contract, \$67,397.54; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$67,397.54 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 9 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

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WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$179,539.18; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$8,976.97; and

WHEREAS, The amount of payment the District will issue shall be \$179,539.18 less the required 5% retainage (\$8,976.97) as outlined in the contract, \$170,562.21; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$170,562.21 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

### **APPROVAL OF PAYMENT NO. 9 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$9,970.59; and

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WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$498.53; and

WHEREAS, The amount of payment the District will issue shall be \$9,970.59 less the required 5% retainage (\$498.53) as outlined in the contract, \$9,472.06; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$9,472.06 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 8 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$92,104.12; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$4,605.21; and

WHEREAS, The amount of payment the District will issue shall be \$92,104.12 less the required 5% retainage (\$4,605.21) as outlined in the contract, \$87,498.91; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$87,498.91 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #08; and further

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RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

## **7. Review of the Proposed Policy(ies) - None**

## **8. Information and Reports**

### **8.01 Oral Communications - Public Comment on non- Agenda-related Items**

#### **8.02 Superintendent's Report**

Mr. Lawrence Blaber and daughter: spoke on literacy and the impact of literacy on attendance. Children do not want to attend if they cannot read. He questions BOCES providing Reading Recovery training to teachers, which he feels is a literacy curriculum that does not work.

Dr. Tina Gregory – Schultz, Founder, CEO Niagara Community Information Group: Spoke on illiteracy locally and nationally. She feels it is not the teachers' fault but the fault of literacy curriculum.

Mr. Michael Barksdale – Independence Avenue: Spoke on literacy and curriculum. The problem is not isolated to this District. He feels, as well, that the literacy curriculum should change.

Mr. Laurie reviewed the upcoming meetings in January. On January 9, there will be a discussion of artificial intelligence. A policy will be presented. Also, the NFHS attendance/ achievement tracker will be presented. The bus contracts are up in June; they will be discussed as well.

January 23 the proposed 2025 2026 budget will be discussed in a preliminary way.

To date, 480 parents have downloaded the bus app, with 20-30 more downloading daily. When we return to schools in January, the District will take steps to keep raising awareness of this software. Sports will be added to the functionality, and other features, too.

NFHS Activities coordinators are recognizing seniors involved in sports, P-Tech, the arts, band, chorus, media, and drama with a plan for personalized banners appreciating their accomplishments. This is a very nice tribute and a new idea to encourage and celebrate our students.

Congratulations to our 10 NYS High School Scholar Athlete Fall sports teams that were recognized for have more the 75% of their student athletes with a grade point average of 90% or higher. Congratulations to our coaches. We had 120 varsity athletes qualify and when you add Junior Varsity and Modified student athletes the number climbs to 220 students.

An audit meeting preceded this meeting. Bonadaio, the internal auditor firm, has completed the risk assessment, which is due to the State due April 30, 2025. Two areas have been selected for further examination: over-reliance on paper records and federal awards, which will be audited. These reports will be ready in April. Also, Denise Kolber explained her position as claims auditor and reported to the Audit Committee that between September 1, 2024 and November 9, 2024, \$41,329,050 was spent, with just one exception.

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The NFFD carried out fire inspections, which are now complete and submitted to the State. Overall, this was our best review in years. Four schools had no concerns at all. Other issues were remediated on the spot. It is the cleanest inspection to date, with very little action needing to be taken to correct minor infractions.

Thanks to the Board supporting capital projects, the Superintendent can respond to the Governor's new requirement for each district to submit a plan to deal with temperatures in excess of 88 degrees, by simply stating: "In such an event, the District will turn on the air conditioning." The plan must be submitted by Sept 1, 2025.

Thanks to Athletic Director Joe Contento, and the NF Education Foundation's Art Jocoy and Tom Lowe for coordinating the Cataract City Classic. In the spring, 43 scholarships will be awarded to NFHS Seniors.

The Girls Varsity and Girls JV basketball team are doing very well on the court; we expect successful teams well into the future.

Thanked teachers, staff, community groups, businesspeople, school groups, Central Office staff, and all who donated to families for the holidays.

The District has enjoyed a great, safe, smooth start to the academic year through the end of the calendar. Especially, at NFHS, where students are well-behaved, reducing use of cell phones.

Merry Christmas, Happy Kwanzaa , Happy Hanukkah and Happy New Year.

### 8.03 Board Members Report and Comments

Board members wished all happy holidays.

Mr. Cancemi opportunity to serve on Board, and thanked everyone who contributes to student success.

Mr. Paretto: Looks forward to progress the District continues to make.

## 9. Advanced Planning

### 9.01 Future Agenda Items

| <b>Board Review Session</b><br>Thursday, Jan 9, 2025                                                                                         | <b>ARS/Regular/Statutory Meeting</b><br>Thursday, Jan 23, 2025                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. AI Policy                                                                                                                                 | 1. 2025 2026 Budget                                                                                                                          |
| 2. Review of Board Meeting<br>Agenda Items – January 23 <sup>rd</sup><br>Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i> | 2. Review of Board Meeting<br>Agenda Items – January 23 <sup>rd</sup><br>Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i> |

### 9.02 Future Meeting Dates

## 10. Adjournment

### 10.01 Meeting Adjourned in memory of:

1. Robert Buchholz, retiree.
2. Kevin Falsetti, father of Lauren Falsetti (Kalfas)



- 
3. Joseph Gariano, uncle of Rob & Nicole Bilson
  4. Michelle Martin, retiree.
  5. John Rolfe, husband of retiree Rita Rolfe.

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**





**DATE:** January 9, 2025  
**KIND OF MEETING:** **BRS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. McLeod (remote), Mr. Paretto, Mr. Petrozzi, Mr. Vilardo  
**MEMBERS ABSENT:** Mr. Cancemi  
**Other staff in attendance:** Ms. Massaro, Mr. Schwertfager, Ms. Doerr, Mr. Wojton, , Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser.  
**Attorneys** Mr. Massaro and Mr. Roscetti.

Mr. Laurrie congratulated the administrative team and students on a good year at NFHS, which has turned a corner.

NFHS Student Tracker and AP/College Course Offerings  
Ms. Vilardo, Mr. Rotella, and Mr. Ventry presented the following information on a tracking program the school has developed to track student success.

The Student Support Team consists of administrators, school counselors, school psychologists, school social workers, the Positive Approach to Student Success (PASS) lead, and the Attendance Intervention Team (AIT) lead.

Meetings are held every five weeks.

Driven by Student Tracker data, miscellaneous concerns also are brought to the table

The students' "ABCs" are reviewed - Attendance, Behavior, Coursework Information is reviewed and interventions assigned. Students are categorized by tier:

Tier 1: Check-ins with assigned SST member, Safety Plans, BIP/FBA

Tier 2: PASS, AIT, Admin AIT

Tier 3: Change of Educational Program: Twilight, Remote, Community Site, Big Picture, Home Teaching, CSE Referral

The tracker software captures information on student absences, behavior, and coursework – academic achievement.

For those students placed in Tier Two, four staff members service approximately 20-25 students per caseload, with daily check-ins, academic support, mentoring, parent communication, home visits.

The attendance intervention team (AIT), process to identifies students develops criteria to exit/transition plan (PASS); reviews and adds through SST. Currently, 70 students are on active caseloads.

More than 50 home visits have been conducted since October, 2024.  
 Thirty-five students have been transitioned from AIT; nine have moved to 8300. Two have been referred to a GED program.  
 Twenty-four students have re-engaged in school.  
 NFHS educational programs are outlined on the chart below:

| NFHS Educational Programs—Learning for All...Whatever It Takes |                                                                              |                                                                                  |                                                                                |                                                                                                                                                                                                             |                                                                                                                                                                               |                                                                                                                             |                                                                                                                                 |                                                                                                                                                              |                                                                                                                 |
|----------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|                                                                | In-Person                                                                    | Twilight<br>(in person/<br>remote)                                               | In-Person<br>with PASS or<br>Attendance<br>Team                                | Big Picture                                                                                                                                                                                                 | Remote with<br>Community<br>Schools/<br>Twilight                                                                                                                              | Remote                                                                                                                      | Home<br>Teaching                                                                                                                | District Home<br>Teaching<br>(NFCSD)                                                                                                                         | Out of District<br>Placement<br>(NFCSD)                                                                         |
| <b>Description</b>                                             | "Main building" during the regular school day                                | "In-person" students assigned for short term suspensions or Tier 2 interventions | "In-person" student with Tier 2 support for attendance, academics, or behavior | Big Picture seeks to engage hard-to-reach students (Tier 2 or 3) via trusting relationships, Project-Based Learning, Leaving To Learn (WBL/ Internships)                                                    | Synchronous/ asynchronous remote instruction with in-person supports off-campus (school day) or NFHS (after school)                                                           | Synchronous/ asynchronous remote instruction                                                                                | Small groups of students work with assigned teacher off-campus for three hours per week                                         | Online learning platform APEX used to complete coursework with the assistance of a home teacher for three hours per day                                      | Students attend a school outside of the district, such as Niagara Academy or Stanley Falk.                      |
| <b>Attributes of the Learner</b>                               | Traditional learner who typically has good attendance, grades, and behavior. | May have inconsistent attendance, behavior, and/or academic performance          | May have inconsistent attendance, behavior, and/or academic performance        | Typically attends school regularly, may have inconsistent grades, avoidance and/or disengaged behaviors such as class truancy, or moderate but manageable behavioral issues including peer/ adult conflicts | Serious behaviors in school or the community, may also exhibit issues with attendance or grades that place them in Tier 2/3 OR<br><br>May be placed by student/ parent choice | Significant (Tier 3) or chronic (Tier 2) behaviors in school or community, likely exhibits issues with attendance or grades | Significant (Tier 3) or chronic (Tier 2) behaviors in school or the community, likely exhibits issues with attendance or grades | Classified as having an IEP and recommended by CSE for placement outside of NFHS because of high (Tier 3) needs but is waiting to be accepted by a placement | Classified as having an IEP and recommended by CSE for placement outside of NFHS because of high (Tier 3) needs |

Regarding students' ability to earn college credits, the following information was shared:

There are 62 college course offerings totaling 205 possible college credits.  
 Nine courses are on-campus and for college credit only.

Campuses include Niagara University and Niagara Falls Culinary Institute.  
 Currently, staff is finalizing two additional course offerings beginning in the Spring 2025 Semester, and are exploring three additional courses for the 2025-2026 School year.

College Partners include the AP College Board, SUNY Niagara, Niagara University, Buffalo State, Bryant and Stratton, Villa Maria & Stanford University.

Courses are taught by university or college professors, NFHS staff once approved by partnering institution, or co-taught by NFHS staff and partnering college/university.

More than 600 NFHS students are enrolled in courses that offer college credit (First Semester):

- 22% of Grade 10 students
- 47% of Grade 11 students
- 42% of Grade 12 students

Many of these courses are paid for by the District, while others are offered at a significantly reduced cost. The highest cost is \$300 for 3 credits.

Through our Pathway Initiative, most students can select a pathway and take courses that would satisfy a semester of college.

A conversation took place regarding the trades; it was noted that the community is now the classroom for trades students. Mr. Laurrie noted that the NACC has requested these students to do some trades work for them.

Mr. Laurrie also charged Ms. Vilardo with developing a process to select a student Board member, as required by the State in July 2025.

The proposed Artificial Intelligence (AI) policy was presented by Mr. Granieri. Mr. Laurrie commented that he thinks of AI as digital literacy; AI is already prevalent in quotidian tasks.

AI is an emerging technology. In education, AI is or could be used to adapt resources or lessons to individual learning needs, grade student work, analyze student performance, create customized content, offer professional development and so much more.

Because the technology changes continuously, a policy is needed that is responsive to change, supports appropriate use of AI, while restricting inappropriate use.

Staff recommends policy language that outlines responsible AI use for staff and students.

Staff recommends planned use of AI for staff and students, with an emphasis on providing resources and a commitment to training. The adoption of Policy 5840, together with updates to the Acceptable Use Policy and Code of Conduct are recommended.

Training will take place, in part through our BOCES partnership, on Superintendent conference days, at summer and vendor workshops.

Additionally, staff recommends embedded tools for the guarded use of approved resources, and the continued utilization of app blockers and content filtering.

The development of continuous improvement strategies for embracing thoughtful, intentional and responsible use of Artificial Intelligence will be an ongoing need.

Mr. Laurrie recommends tabling the policy on January 23 to allow for comment prior to adopting it next month.

A review of the agenda was held. Mr. Laurrie pointed out that the agenda includes four resolutions to accept a total of \$1,628,799 in grant funding.

The Board will begin studying the budget monthly until adoption. Governor by law has until Tuesday, January 21<sup>st</sup> to release her executive

budget. She is scheduled to give her State of the State address on January 14<sup>th</sup>.

Mr. Laurie shared the following information:

Regarding the fires in California: this is a sad situation. Mr. Contento's and Mr. Paretto's sons, both NFHS alumni, were both inducted as firefighters recently. They are to be congratulated for undertaking this dangerous work.

Grade nine student Emma Ponzi, a member of the combined Niagara Wheatfield/NFHS woman's wrestling team, is being recognized by WNY Athletics as the Athlete of the Week. She also ranks 21<sup>st</sup> statewide in her division

The Prep and NFHS Robotics and Bridge Building Teams competed in Tech Wars at SUNY Niagara. The teams won first and second place in many of their competitions. Thank you and congratulations to teachers Max Teller, Ed Wisniewski, Madison Dalporto, Richard Clark, Alan Stockings, Tom Weymouth, Mike McGrath, and Richard Venator. They accompanied 42 students on 15 teams and were in competition against 40 teams.

**DATE:** January 23, 2025  
**KIND OF MEETING:** **ARS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.  
**MEMBERS PRESENT:** Mr. Bass (remote), Mr. Bilson (entered 6:53 p.m.), Mr. Cancemi, Mr. Capizzi (remote), Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo  
**MEMBERS ABSENT:** Mrs. Dunn (excused)  
Mr. Laurie extended sympathy to Mrs. Dunn on the loss of her brother.

The District spends about \$10 million educating under children four years of age. \$7 million is the grant funding dedicated to this program. Soon the programs will be under a federal audit; the District looks forward to it. Head Start is run by the Department of Health and Human Services. The Board of Education is ultimately responsible for the District programs.

Head Start

Dr. Haley-O'Steewart presented information on the governance of Head Start and Early Head Start; it is required that the Board be apprised of this information.

The Policy Council is responsible for the direction of the agency's Head Start and Early Head Start programs. Management staff's day-to-day activities and operating reports inform decisions made by the Policy Council and governing body. The Policy Council determines program direction. The governing body or Tribal Council's legal and fiscal oversight builds on the management staff and Policy Council's unique insight and perspectives. The three entities of Head Start leadership—management staff, Policy Council, and governing body—work together to support grantees on their five-year journeys, particularly around program planning. Head Start program leadership is an inclusive process, the ultimate responsibility lies with the governing body. She expounded on the role of each body and governance in general.

Only 14% of Head Start grantees are school districts. New York State has just three. This model makes more sense educationally and financially.

In discussing the Designation Renewal System (DRS), Dr. Haley O'Steewart pointed out that The Head Start Program Performance Standards (HSPPS) specify seven DRS conditions that trigger competition of grant funding if identified within a five-year project period. As of Oct. 27, 2020, the conditions are:

- Two or more deficiencies, defined as a systemic or substantial material failure of an agency in an area of performance
- Score below a competitive threshold in one or more Classroom Assessment Scoring System (CLASS®) domains. Additionally, grantees that fall below a quality threshold on any CLASS® domain receive support from the Office of Head Start (OHS) for the program to improve classroom learning environments.
- Two or more audit findings of material weakness or questioned costs associated with Head Start funds, or a going concern finding
- Failure to establish and take steps to achieve school readiness goals
- License revocation
- Suspension by OHS
- Debarment by another federal or state agency or disqualification from the Child and Adult Care Food Program (CACFP)

During the five-year grant cycle, recipients will receive the following types of reports:

- The monitoring reports will provide grant recipients with information regarding their performance, including areas of compliance, non-compliances, and deficiencies. In fiscal year 2025, reports for FA2 reviews will also include information about any Strong Practices observed.
- Once the review has been closed out and if the grant recipient has received the resulting report with findings, the OHS Regional Office program specialists begin to work with their grant recipients to provide support during the corrective action process. When the correction period comes to an end, the Regional Office will conduct a follow-up

review to determine if findings identified in the monitoring report have been addressed.

Regardless of the findings of the monitoring report and whether any corrective actions must be taken, Regional Offices practice ongoing oversight throughout the five-year grant cycle.

Policy Council is comprised 51% of parents and the remainder of community members.

Dr. O'Stewart meets monthly with the Region 2 Head Start authority overseeing Head Start programs in the region.

The District is in year three of its five-year grant. The District expects to meet all its goals in order to be renewed. Early Head Start is at CEC; Head Start is located at DiFrancesco Center. The District inherited a program that had some serious challenges, but much progress has made.

Mr. Laurie thanked Dr. Haley O'Stewart for her work and report. He reiterated that the program and the District is one entity, educating children from earliest ages to graduation.

Two challenges remaining are staffing and acquiring more first floor rooms to accommodate the youngest learners, aged one and two years. Forty-two children are currently on the waiting list. The District hopes to expand the grant to service these youngest learners. Thanks to Congressional representatives Higgins and Kennedy for their support.

Currently, the programs serve 83 Head Start students and 40 Early Head Start students.

Preliminary 2025-2026 General Fund Budget - Mrs. Holody and Mrs. Jacklin

Mr. Laurie noted that this is the first of seven proposed budget study sessions. The final proposed budget will balance. Priorities include to recommend no tax increase; to roll everything currently in place forward; to have no staff cuts; to have no reduction in program.

At this first look at budget projections, the District is facing a gap of \$ 4,755,191.

Highlights:

Revenues

True Up: money that came to the District after last year's budget was planned.

The Governor's budget calls for the District to receive an increase of 6.05%; this is wonderful news.

Building Aid is the reimbursement on capital projects.  
Numbers reflect additional revenues from the last fiscal year.

Increased Foundation Aid and an adjustment to the poverty rate have been favorable to the District.

Aid – and debt – from building Bond Primary School are falling off.

Projected Revenue Adjustments: \$13,385,202  
Projected revenue: \$198,009,841.

#### Expenses

A projected increase of 13% in property casualty insurance has been factored in; regarding BOCES, a projected 12% increase in SPED tuitions (out of District students), 4.35% estimated in all other services has been factored in; a projected (worst case) increase of nine percent was calculated for increased health insurance costs.

Total Appropriation Adjustments: \$11,772,983.  
Total Projected Expenses: \$202,765,032

Current projected gap: \$4,755,191.

Mr. Laurrie cautions that exact numbers will change as more information becomes available. Ways to bridge the gap include the use of reserves; the District did not use any reserves this fiscal year, despite Board approval to do so. The District has \$7,639,682 in reserves unrestricted or a combination of reserves which would be dedicated to certain costs. Future requests will be added in coming weeks.

Mr. Petrozzi commented that wildfires in California and other calamities will cause an increase in property casualty insurance, therefore it is good that the staff estimated a high increase of nine percent. He cautions that State aid may or may not remain high in future years.

Mr. Laurrie also cautions that many salaries are currently offset by federal money, which is also uncertain going forward.

The budget is planned looking far down the road, not only at the next fiscal year.

Today, \$17 million of American Rescue Funds spending was audited; almost no spending has been questioned. Additionally, the Office of the State Comptroller uses the Fiscal Stress Monitoring System to examine the annual financial information reported by school districts. This analysis provides an objective assessment of the fiscal challenges facing individual local governments and school districts.



The District's fiscal stress scores and designations are summarized below:

|      | Fiscal Stress |                | Environmental Stress |                                  |
|------|---------------|----------------|----------------------|----------------------------------|
| FYE  | Score         | Designation    | Score                | Designation                      |
| 2022 | 16.7          | No Designation | 45.0                 | Moderate Environmental Stress    |
| 2023 | 13.3          | No Designation | 45.0                 | Moderate Environmental Stress    |
| 2024 | 20.0          | No Designation | 31.7                 | Susceptible Environmental Stress |

Mr. Laurrie advised the Board that no changes have been made to the previously distributed resolutions or personnel reports.

## Call to Order

Pledge of Allegiance

Reflection

Roll Call

**Mr. Bass (remote), Mr. Bilson (entered 6:53 p.m.), Mr. Cancemi, Mr. Capizzi (remote), Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

**MEMBERS ABSENT: Mrs. Dunn (excused)**

## Letters and Communications

Oral Communications - Public Comment on Agenda Items

Deacon Gibbs: representing Men Standing Strong Together (MSST) – Deacon Gibbs addressed the goals of MSST, including fun days and movie nights for students. He would like funding to assist in providing these things for students.

Gloria Dolson – MSST – She commends the accounting staff for their work and Mr. Laurrie, as well as the Board members. Mrs. Dolson appreciates the support of individual Board members for MSST and welcomes more. She added that speakers are also part of movie nights and at the next one, to be held Friday, attendees will be taught CPR. All are welcome to attend these functions.

Written Communications – None.

## **Recommended Actions from the Superintendent of Schools - Routine Matters**

The following were approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

**MINUTES – DECEMBER 2024 (SG 4)**

**APPROVAL OF BUDGET TRANSFER - #6 (SG 3)**

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

Approval of the Bids – (SG 3) None

The following were received and filed:

**TREASURER'S REPORT – DECEMBER 2024 (SG 3)**

**BUDGET STATUS REPORT – JANUARY 2025 (SG 3)**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**PERSONNEL REPORT – CERTIFICATED (SG 2)**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**PERSONNEL REPORT - CLASSIFIED (SG 2)**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following were approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

**REPORT FROM COMMITTEE ON SPECIAL EDUCATION (SG 1)**

**RECOMMENDATION:**

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on October 18, 24, 2024; and November 6, 13, 14, 19, 20, 22, 25, 2024; and December 3, 4, 5, 10, 11, 12, 13, 17, 18, 19, 2024; and January 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 2025 to review Annual Reviews, and November 19, 22, 26, 2024; and December 5, 6, 9, 11, 12, 13, 17, 18, 19, 20, 2024; and January 2, 3, 6, 7, 8, 9, 10, 14, 15, 16, 17, 2025 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

#### **REPORT FROM COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (SG 1)**

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education

The Committee on Pre-School Special Education met on December 12, 16, and 19, 2024; and January 2, 3, 6, 7, 8, 9, and 13, 2025; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2024-2025 and 2025-2026 school years.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

## **SHORT-TERM CONTRACTS (SG 1)**

1. Niagara University Sociology 303-Social Problems \$23,000.00  
F2110.404.098.9325 Spring 2025 20 weeks of Instruction
2. Deborah Hicks Tutoring and Academic Intervention Services \$25,000.00  
F2770.400.098.6225 October 1, 2024 – June 30, 2025
3. D&F Travel Washington DC Trip - Prep \$14,600.00 A2280.098.049 April  
9-11, 2025
4. Jenna Hayden Carroll Nurse Practitioner-Assistance \$420.00 per  
diem \$60.00 per hour A2110.400.045 December 10 2024 – NTE June 30, 2025
5. UB Center Assistive Technology Assistive Technology Training for  
Student/Staff \$955.00 A2250.400.007 January 2025
6. Curriculum Associates, LLC Ready Reading Data Analysis and Program  
Implementation \$600.00 F2110.404.098.0125 January 17, 2025
7. Curriculum Associates, LLC Professional Learning for School  
Principals \$9,200.00 F2110.404.098.0125 February 25-26, 2025 March 4-5  
2025
8. Be the Hype Physical Education Professional development \$2,500.00  
F2070.400.045.0125 F2110.404.098.0125 March 27, 2025
9. Pilato Sports Consulting Wrestling – Hydration Testing \$476.00  
A2855.400.025 December 2024
10. Time to Dance Acro Tumbling – Cheerleaders \$1,200.00  
A2855.400.025 January – June 2025
11. Bowl o'Drome NFHS Bowling – NFL and Unified \$8,700.00  
A2855.400.025 November 2024 – February 2025

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

### **HEAD START REPORTS**

Attached.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

### **Unfinished Business**

**None**

### **New Business**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

### **APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 ESEA TITLE I BASIC SCHOOL IMPROVEMENT GRANT**

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2024/2025 Title I School Improvement Section 1003(a) Basic School Improvement Grant; and

RESOLVED, that the grant award of \$395,000.00 be credited to revenue account code F4289.030.25 2024/2025 Title I School Improvement Section 1003(a) Basic School Improvement Grant; and  
RESOLVED, that the money be expended from the following codes:

| <b>Account</b>                        | <b>Description</b>                 | <b>Budget</b>       |
|---------------------------------------|------------------------------------|---------------------|
| F 2110.132-045-0325                   | 24/25 SCH IMP - PER DIEM - NFHS    | \$2,300.00          |
| F 2110.132-049-0325                   | 24/25 SCH IMP - PER DIEM - GPS     | \$5,175.00          |
| F 2110.132-065-0325                   | 24/25 SCH IMP - PER DIEM - 79TH    | \$8,050.00          |
| F 2110.132-098-0325                   | 24/25 SCH IMP - PER DIEM - D/W     | \$3,480.00          |
| F 2110.140-045-0325                   | 24/25 SCH IMP - SCH B - NFHS       | \$27,925.00         |
| F 2110.140-049-0325                   | 24/25 SCH IMP - SCH B - GPS        | \$30,579.00         |
| F 2110.140-065-0325                   | 24/25 SCH IMP - SCH B - 79TH       | \$23,231.00         |
| F 2110.140-098-0325                   | 24/25 SCH IMP - SCH B - D/W        | \$19,235.00         |
| F 2110.149-049-0325                   | 24/25 SCH IMP - SUBS - GPS         | \$5,250.00          |
| F 2110.149-065-0325                   | 24/25 SCH IMP - SUBS - 79TH        | \$5,250.00          |
| F 2110.167-065-0325                   | 24/25 SCH IMP - HRLY CLSFD - 79TH  | \$1,260.00          |
| F 2110.400-045-0325                   | 24/25 SCH IMP - PRCHD SRVCS - NFHS | \$42,480.00         |
| F 2110.400-049-0325                   | 24/25 SCH IMP - PRCHD SRVCS - GPS  | \$88,600.00         |
| F 2110.400-065-0325                   | 24/25 SCH IMP - PRCHD SRVCS - 79TH | \$77,060.00         |
| F 2110.400-098-0325                   | 24/25 SCH IMP - PRCHD SRVCS - D/W  | \$27,285.00         |
| F 2110.450-045-0325                   | 24/25 SCH IMP - SPLS - NFHS        | \$2,295.00          |
| F 2110.450-049-0325                   | 24/25 SCH IMP - SPLS - GPS         | \$20,396.00         |
| F 2110.450-065-0325                   | 24/25 SCH IMP - SPLS - 79TH        | \$5,149.00          |
|                                       |                                    | <b>\$395,000.00</b> |
| <b>Revenue Code:<br/>F4289.030.25</b> |                                    |                     |

**ABTRACT**

1. School District – Niagara Falls City School District
2. Title of Project – ESEA Title I – Basic School Improvement Grant Section 1003(a)
3. Funding Source – Federal Government
4. Total Budget - \$395,000.00
5. Total Staff – 0.00
6. Number of Clients Served: 3,000
7. Major Objectives / Activities / Evaluation  
Provide support for the implementation of school improvement activities as required  
**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 STUDENT MENTAL HEALTH SUPPORTS GRANT**

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 Student Mental Health Supports Grant; and be it further

RESOLVED, that the grant award of \$500,000.00 be credited to revenue account code F4289.960.25; and be it further

RESOLVED, that the money be expended in the following function/object codes:

| Account             | Description                 | Budget       |
|---------------------|-----------------------------|--------------|
| F 2110.140-098-9625 | 24/25 SMHS - PER DIEM/SCH B | \$49,500.00  |
| F 2110.150-014-9625 | 24/25 SMHS - GRANT COORD    | \$9,000.00   |
| F 2110.164-014-9625 | 24/25 SMHS - CLERICAL       | \$11,250.00  |
| F 2110.167-098-9625 | 24/25 SMHS - HRLY CLSFD     | \$15,000.00  |
| F 2110.400-098-9625 | 24/25 SMHS - PRCHD SRVCS    | \$273,750.00 |
| F 2110.409-098-9625 | 24/25 SMHS - TRAVEL         | \$17,500.00  |
| F 2110.450-098-9625 | 24/25 SMHS - SPLS           | \$42,210.00  |
| F 2110.803-096-9625 | 24/25 SMHS - FICA           | \$11,074.00  |
| F 2110.807-096-9625 | 24/25 SMHS - HEALTH INS     | \$10,716.00  |
| F 2825.160-045-9625 | 24/25 SMHS - PROJ DIR       | \$60,000.00  |
|                     |                             | \$500,000.00 |

Revenue Code: F4289.960.25

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 SCHOOL-BASED MENTAL HEALTH PROVIDERS PIPELINE**

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 Student Mental Health Supports Grant; and be it further

RESOLVED, that the grant award of \$500,000.00 be credited to revenue account code F4289.960.25; and be it further

RESOLVED, that the money be expended in the following function/object codes:

| Account | Description | Budget |
|---------|-------------|--------|
|---------|-------------|--------|

|                                       |                             |                     |
|---------------------------------------|-----------------------------|---------------------|
| F 2110.140-098-9625                   | 24/25 SMHS - PER DIEM/SCH B | \$49,500.00         |
| F 2110.150-014-9625                   | 24/25 SMHS - GRANT COORD    | \$9,000.00          |
| F 2110.164-014-9625                   | 24/25 SMHS - CLERICAL       | \$11,250.00         |
| F 2110.167-098-9625                   | 24/25 SMHS - HRLY CLSFD     | \$15,000.00         |
| F 2110.400-098-9625                   | 24/25 SMHS - PRCHD SRVCS    | \$273,750.00        |
| F 2110.409-098-9625                   | 24/25 SMHS - TRAVEL         | \$17,500.00         |
| F 2110.450-098-9625                   | 24/25 SMHS - SPLS           | \$42,210.00         |
| F 2110.803-096-9625                   | 24/25 SMHS - FICA           | \$11,074.00         |
| F 2110.807-096-9625                   | 24/25 SMHS - HEALTH INS     | \$10,716.00         |
| F 2825.160-045-9625                   | 24/25 SMHS - PROJ DIR       | \$60,000.00         |
|                                       |                             | <b>\$500,000.00</b> |
| <b>Revenue Code:<br/>F4289.960.25</b> |                             |                     |

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 PEDALS GRANT**

RESOLVED, that the Board of Education accepts the funds for the 2024/2025 PEDALS Grant; and be it further

RESOLVED, that the grant award of \$6,000.00 be credited to revenue account code F2770.PE0.25; and be it further

RESOLVED, that the money be expended in the following function/object codes:

| <b>Account</b>                        | <b>Description</b>                 | <b>Budget</b>  |
|---------------------------------------|------------------------------------|----------------|
| F 2770.450-098-PEDL                   | 24/25 PEDALS MINI-GRANT - SUPPLIES | \$6,000        |
|                                       |                                    | <b>\$6,000</b> |
| <b>Revenue Code:<br/>F2770.PE0.25</b> |                                    |                |

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**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**

RESOLVED, That the Board of Education hereby authorizes each building principal to appoint Building-Level School Safety Teams in accordance with the regulations or guidelines prescribed by this Board of Education or the New York State Commissioner of Education, which Building-Level School Safety Teams shall include, but not be limited to representatives of teachers, administrators and parent organizations, school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and other representatives of the Board of Education or other governing body deemed appropriate.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**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**

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee for period February 1, 2025, through June 30, 2025 be and they hereby are ratified and confirmed:

Students

Cassidy Card - Niagara Falls High School

Kulraj Lucky - Niagara Falls High School

Innocense Scott - Niagara Falls High School

Cherish Walker – Gaskill Preparatory School



Teachers

Christine Barstys  
Marc Catanzaro  
Michael Corsaro  
Noelle Gaetano  
Steven Kutis  
Dan Weiss  
Sophia Williams  
Lindsay Wrobel

Administrators

Roland Davis  
Valerie Rotella-Zafuto  
Cheryl Vilardo  
Derek Zimmerman

Parent Organizations

Tomasina Cook  
Charlotte Robinson

Community Members

Nicholas Ligamarri - Niagara Falls Police Superintendent  
Gary Pochatko – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security  
Maria Massaro – Administrator for Human Resources

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**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**

RESOLVED, That the appointments of the following persons to the Niagara Falls City School District District-Wide School Safety Team be for period commencing February 1, 2025, through June 30, 2025, and they hereby are ratified and confirmed:

Students

Cassidy Card - Niagara Falls High School  
Kulraj Lucky - Niagara Falls High School  
Innocense Scott - Niagara Falls High School  
Cherish Walker – Gaskill Preparatory School

Teachers

Christine Barstys  
Marc Catanzaro  
Michael Corsaro  
Noelle Gaetano  
Steven Kutis  
Dan Weiss  
Sophia Williams  
Lindsey Wrobel

Administrators

Roland Davis  
Valerie Rotella-Zafuto  
Cheryl Vilardo  
Derek Zimmerman

Parent Organizations

Tomasina Cook  
Charlotte Robinson

Community Members

Nicholas Ligamarri - Niagara Falls Police Superintendent  
Gary Pochatko – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security  
Maria Massaro – Administrator for Human Resources

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA**

**FALLS AND HOGHOL (FORMERLY F-BITES) (FEBRUARY 1, 2025 – JUNE 30, 2025)**

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGHOL for professional services at a sum not to exceed \$111,750 for the period February 1, 2025 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
HOGHOL**

THIS CONTRACT, made this 23<sup>rd</sup> day of January, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter “District”) and HOGHOL, 1 Symphony Circle, Buffalo, NY, 14213.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages HOGHOL as an independent contractor to render to the District professional social and emotional student support services and HOGHOL hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional services and duties of Independent Contractor: HOGHOL shall provide and render to the District the usual and customary services of a contractor for professional services for February 1, 2025 – June 30, 2025 including:
  - a) Culinary and life skills weekly programming for Prep and High School students including the cost of food and beverage
  - b) Use of a food truck program at Niagara Falls High School
  - c) Weekly classes at the F-Bites training facility for Prep and High School students
  - d) After school events throughout the school year
  - e) Collaboration with school administration as needed

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party’s performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and

observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. HOGHOL shall not be an employee of the District. HOGHOL is engaged by the District only for the purposes and to the extent set forth in this Contract and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. HOGHOL is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to HOGHOL for services hereunder a sum not to exceed \$111,750 to be paid on the last day of each month for five (5) monthly installments (February 2025 – June 2025) of \$22,350. Payment checks payable to the order of HOGHOL shall be deemed full payment to and acquittance by HOGHOL.

5. Indemnification. To the fullest extent permitted by law, HOGHOL 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 Contract excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HOGHOL shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HOGHOL is 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 February 1, 2025 to June 30, 2025, 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 HOGHOL under this Contract are unique and personal. Accordingly, HOGHOL shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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 Contract. This Contract 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.

HOGHOL

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

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Jamie Anderson  
Coordinator

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Russell Petrozzi  
President, Board of Education

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND  
MAKEEDA BROOKS (FEBRUARY 1, 2025 – JUNE 30, 2025)**

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Makeeda Brooks for youth mentoring services at a sum not to exceed \$15,200 for the period February 1, 2025 through June 30, 2025, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MAKEEDA BROOKS**

THIS AGREEMENT, made this 23<sup>rd</sup> day of January 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter “District”) and Makeeda Brooks, 2992 Grand Island Boulevard Apt. #6, Grand Island, New York 14072.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Makeeda Brooks as an independent contractor to render to the District professional services regarding implementation of the School-Based Mental Health Services Grant objectives and Makeeda Brooks hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Makeeda Brooks shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the School-Based Mental Health Services Grant for Spring 2025, including:

- Facilitation of “Just BE” (Girls Empowerment Program)
- Implementation of the “Fit for Success” Program
- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Presenting the programs of “Just BE” and “Fit for Success” for eight weeks at LaSalle Preparatory, Hyde Park Elementary, and Bloneva Bond Primary Schools

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party’s performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Makeeda Brooks shall not be an employee of the District. Makeeda Brooks is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Makeeda Brooks is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Makeeda Brooks for services hereunder a sum not to exceed \$15,200 to be paid in two installments of \$7,600 on April 1, 2025 and June 30, 2025 for implementation of the “Just BE” and “Fit for Success” programs at LaSalle Preparatory, Hyde Park Elementary, and Bloneva Bond Primary. Payment checks payable to the order of Makeeda Brooks

shall be deemed full payment to and acquittance by Makeeda Brooks.

5. Indemnification. To the fullest extent permitted by law, Makeeda Brooks 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. Makeeda Brooks shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Makeeda Brooks is 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 February 1, 2025 to June 30, 2025, 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 Makeeda Brooks under this Agreement are unique and personal. Accordingly, Makeeda Brooks 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 Contract. This Contract 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 Contract on the date and year first above written.

MAKEEDA BROOKS

CITY SCHOOL DISTRICT  
OF THE  
CITY OF NIAGARA FALLS

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Makeeda Brooks  
Program Founder

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Russell Petrozzi  
President, Board of  
Education

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR BEHAVIORAL/MENTAL HEALTH AND WELLNESS SUPPORT AND SERVICES FOR THE HEAD START / EARLY HEAD START PROGRAM BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND BESTSELF BEHAVIORAL HEALTH (HEREINAFTER "BESTSELF"), FOR THE REMAINDER OF 2024 - 2025 SCHOOL YEAR (JANUARY - JUNE 30, 2025)**

RESOLVED, That the Contract for Behavioral/Mental Health Services between the City School District of the City of Niagara Falls, and BestSelf Behavioral Health, Inc. for the Head Start / Early Head Start Program attached hereby approved; and

RESOLVED, That the agreed upon fee of \$14,950.00 for Behavioral/Mental Health Services for the remainder of the 2024 - 2025 School Year, to begin in January, upon approval from the Board and end on June 30, 2025; and

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

This agreement is hereby established between BestSelf Behavioral Health Inc. hereinafter referred to as "BestSelf" with administrative offices located at 899 Main Street, Buffalo NY 14203 and the Niagara Falls City School District Head Start/Early Head Start, herein referred to as "NFS DHS" and located at DiFrancesco Center (HS) 24<sup>th</sup> Street, Niagara Falls, NY 14301 and Community Education Center (\*EHS) 6040 Lindbergh Avenue, Niagara Falls, NY 140304

**SCOPE OF THE AGREEMENT**

WHEREAS, NFS DHS desires to engage mental health professional to conduct educational seminars about mental health issues and treatment; and



WHEREAS, BestSelf, a licensed provider of mental health services has experts who wish to educate the community about mental health issues and treatment;

NOW THEREFORE, in consideration of mutual promises herein, the parties agrees as follows:

- BestSelf agrees to provide **Mental Health First Aid for Adults Training** – This in-person training will be provided to Early Head Start staff and Head Start staff. This training will take place March 27, 2025. **There will be no charge for this training. In-Kind in the value of 1,200.00 per session.**
- BestSelf agrees to provide: **Child Directive Interaction Seminar to Niagara Falls Head Start Staff– One Session (450.00)** – This seminar will include skills and methods that are helpful to improving the social, emotional and behavioral competence of the children.
- **Child Directive Interaction Seminars to Parents/Caretakers – 3 seminars @ 450.00 (1350.00 Total)** – This seminar will include skills ad methods of communication between parent/caretaker and child that are calming, encouraging and reassuring.
- **Coaching for Niagara Falls Head Start staff – 1X/month @ 3 hours/session: January-June 2025 Total: 3 hours X 6 month @ 400/hour - 7,200.00 Total**
- **Teacher Consultation – February – June 2025 – Virtual 1 hour/month @ 200.00/hour X 5 months – Total: 1,000.00**
- **Mental Health Field Liaison Consultant - 1,500.00**
- **Clinical Consultant - 1,500.00**
- BestSelf agrees to provide a representative(s) to serve on Health Services Advisory Committee

#### **PROJECT DETAILS**

Niagara Falls School District Head Start/Early Head Start will provide an adequate venue for the training/seminars including space and furnishings and technology equipment necessary to provide virtual trainings/seminars.

#### **TIMELINE/TERM**

The term of this agreement will begin on the effective date of January 1, 2025 the agreement will remain in full force and effect until the completion of services at the culmination of the 2024/25 school year on June 30, 2025. This agreement may be terminated by either party at any time, with or without cause, effective upon the notice of the other party, unless terminated earlier by the parties in accordance with the provisions herein.

#### **DEFENSE and INDEMNIFICATION**

BestSelf and Niagara Falls School District Head Start/Early Head Start agree to indemnify, defend and hold each other harmless against any claims for damages, including property damage and physical injury, related to BestSelf's actions in relation to this agreement.

#### **ASSIGNMENT and SUBCONTRACTING**

It is understood and agreed that the work performed pursuant to this agreement shall not be assigned or subcontracted in whole or in part by either party without the prior consent in writing of the other party.

#### **THIRD PARTY BENEFICIARY**

This agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, expressed or implied, is intended to or shall confer on any other person or entity and any legal of equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**NO CONTRACTUAL OR EMPLOYMENT RELATIONSHIP**

This MOU does not establish a contractor or employment relationship between parties or any of its agents.

.BestSelf Behavioral Health  
School District

Niagara Falls

\_\_\_\_\_  
Print Name and Title  
and Title

\_\_\_\_\_  
Print Name

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**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 20, 2025**

RESOLVED, That in accordance with Section 2606 of the Education Law, the Board of Education of the City School District of the City of Niagara Falls, New York, appoint the following individuals, not more than half of whom belong to the same political party, as a Board of Registration for a term of one (1) year, beginning February 1, 2025, for the annual school district election to be held on Tuesday, May 20, 2025:

Mrs. Betty Larratta (R)  
1018 Angelo Ct., Apt 2 (03)

Mrs. Georgia Robinson (D)  
2220 Weston Ave. (05)

Mr. William S. Carroll (R)

4420 Lewiston Road (04)

Ms. Marla McGahey (sub) (R)  
1361 Caravelle Drive (04)

Mrs. Jean Kennedy (sub) (D)  
1423 Wyoming Ave.

Mr. Saladin Allah (D)  
2013 10<sup>th</sup> Street Apt 1 (05)

Mr. Michael Watson (D)  
1724 Tennessee Ave (05)

Ms. Brenda Hamilton (D)  
1879 Michigan Ave. (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 \$65.00 for Registration Day; and

RESOLVED, That said Board of Registration is appointed for the purpose of preparing a register of voters for the annual school election/budget vote; and

RESOLVED, That the Board of Education designate Monday, April 28, 2025, between the hours of 10 a.m. and 8 p.m., as Registration Day and that said Board of Registration, herein above appointed, shall meet on Registration Day at the Niagara Falls City School District Administration Building, 630 66<sup>th</sup> Street, Niagara Falls, New York, which is hereby designated as the place for registration, for the purpose of preparing a register for each school election district in the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on Tuesday, May 20, 2025; and

RESOLVED, That the Board of Education authorize the District Clerk to publish the following "Notice of Registration" at least once in each of the two (2) weeks preceding Registration Day in the Niagara Gazette:

**BOARD OF EDUCATION**  
**REGISTRATION NOTICE**  
**ANNUAL SCHOOL ELECTION**

**Office of the Clerk of the Board  
of Education of the City School  
District of the City of Niagara Falls, New York**

**TO THE ELECTORS OF THE BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**

**PLEASE TAKE NOTICE** that the Board of Registration of the School District of the City of Niagara Falls, New York, will meet at Niagara Falls City School District Administration Building, 630 66<sup>th</sup> Street, Niagara Falls, New York, on Monday, April 28, 2025, between the hours of 10 a.m. and 8 p.m., for the purpose of preparing a register for each school election district for the Annual School Election/Budget Vote to be held on Tuesday, May 20, 2025, 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.

**AND FURTHER NOTICE IS HEREBY GIVEN**, that military voters who are not currently registered may apply to register as a qualified voter of the District by requesting and returning a military voter registration application to the District Clerk. Completed military voter registration application forms must be received in the office of the District Clerk no later than 5:00 p.m. on April 27, 2025. A military voter may indicate his or her preference for receiving the registration application by mail, facsimile transmission or electronic mail.

**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.

***Judith Glaser***  
Clerk of the Board of Education  
City School District of the City of  
Niagara Falls, New York

RESOLVED, That the Board of Education authorize the District Clerk, upon the filing of the registers prepared on registration day, to publish at least once in each of the two (2) weeks preceding election day in the Niagara Gazette a "Notice of the Filing" of such registers in the following form:

**NOTICE OF THE FILING OF THE REGISTERS OF THE QUALIFIED  
VOTERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS, NEW YORK, FOR THE ANNUAL SCHOOL  
ELECTION/BUDGET VOTE ON MAY 20, 2025**

**NOTICE IS HEREBY GIVEN** pursuant to Section 2606 of the Education Law, as amended, that the registers for the school election districts of

the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on Tuesday, May 20, 2025, have been prepared and duly filed with the Clerk of the Board of Education located at 630 66<sup>th</sup> Street, Niagara Falls, New York, and said registers shall remain on file at such office and be open for inspection by any qualified voter of said City School District during the hours of 9 a.m. to 4 p.m. on Monday through Friday until the day of election, May 20, 2025.

***Judith Glaser***

Clerk of the Board of Education of the  
City School District of the City of  
Niagara Falls, New York

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.

**APPROVAL OF CHANGE ORDER NO. SCC-09 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-09 for \$4,885.31 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 10 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

RESOLVED, That the Board of Education approves the payment of \$204,566.19 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 10 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B**

RESOLVED, That the Board of Education approves the payment of \$14,685.67 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 10 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C**

RESOLVED, That the Board of Education approves the payment of \$38,449.37 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 10 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

RESOLVED, That the Board of Education approves the payment of \$104,357.50 to Frey Electrical Construction Corp. 100 Pearce Ave

Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 10 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

RESOLVED, That the Board of Education approves the payment of \$28,762.20 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.

**APPROVAL OF PROPERTY DAMAGE CLAIM – STEFANY CRITELLI**

RESOLVED, That the Board of Education approves the claim and authorizes payment of \$500.00 to Stefany Critelli, 2496 Willow Avenue, Niagara Falls, NY 14305, for damage to personal property incurred while on duty.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was tabled on a motion by Mr. Vilardo seconded by Mr. Cancemi.

**Review of the Proposed Policy(ies)**

5840 Artificial Intelligence

## SUBJECT: ARTIFICIAL INTELLIGENCE (AI) Overview

The emergence of artificial intelligence (AI) technologies, especially generative AI (GenAI), pose unique challenges and opportunities for learning environments. As these technologies integrate deeper into everyday life, the district must proactively address the implications of AI usage to ensure it enhances educational outcomes without compromising academic integrity or equity. This policy outlines the district's commitment to responsible AI integration in educational practices, balancing innovation with the core values of the district's educational mission. Further, it sets forth guidelines designed to evolve as new technologies and methodologies emerge, ensuring the district remains at the forefront of academic excellence and technological responsibility.

### Scope and Application

This policy applies to all District students, personnel, volunteers, and contractors. It integrates with, and complements, existing policies on data privacy, acceptable use, and student conduct. This policy aims to provide clear guidelines on the use of AI within the District's schools, ensuring that its application supports the district's educational goals and adheres to its privacy and security standards.

### Definitions

- a) Generative AI (GenAI) represents a dynamic subset of AI technologies that can create new, human-like content from extensive data training sets. This content spans across text, images, audio, and more, often mimicking human creativity and adaptability.
- b) Traditional AI refers to systems that operate on fixed algorithms and predefined rules without altering their behavior based on new data after their initial deployment.

### Risks and Limitations

The use of GenAI comes with some risks and limitations which include, but are not limited to:

- a) Hallucinations/Confabulations  
GenAI can generate plausible, but false or inaccurate, information, a phenomenon known as a hallucination/confabulation.
- b) Biases

GenAI tools learn from data created by people, which means any biases, prejudices, and stereotypes in that data can be reflected in the outputs produced by GenAI. For example, GenAI has been found to generate images and



text that reinforce existing gender and racial biases. It is essential to recognize that these biases exist and to critically assess the outputs of GenAI tools to prevent the perpetuation of stereotypes and unfair treatment.

The impact of GenAI biases is particularly significant in the context of Diversity, Equity, and Inclusion (DEI) initiatives. DEI initiatives aim to create environments where all individuals have equal opportunities and are treated with respect and fairness. Biased AI outputs can undermine these goals by perpetuating inequality and exclusion, which can be detrimental to the educational mission of the district.

GenAI can also suffer from response bias, where the AI generates answers tailored to what it predicts the user wants to hear based on its training data or specific tuning.

#### c) Copyright

GenAI may pose copyright issues as it may have used copyrighted material within its training data without explicit permission from the copyright holders. As a result, there are unsettled legal questions about the ownership and copyright status of GenAI's outputs, which can closely mimic or incorporate elements of existing copyrighted works.

#### Data Privacy and Security

Information entered into GenAI may be accessible to others due to data sharing or breaches. All users should exercise caution when utilizing GenAI. Under no circumstances should any sensitive, copyrighted, confidential, or proprietary information be entered into GenAI or any other AI platform, consistent with relevant state and federal laws and District policy. This includes, but is not limited to, data protected by:

- a) Family Educational Rights and Privacy Act (FERPA);
- b) Education Law Section 2-d (Unauthorized Release of Personally Identifiable Information);
- c) Labor Law Section 203-d (Employee Personal Identifying Information);
- d) State Technology Law Section 208 (Notification of Security Breach of Private Information).

Further, if the information would not be disclosed in response to a Freedom of Information Law (FOIL) request, it should not be entered into GenAI.

The district permits teachers to determine whether students in their class may use GenAI for assignments. However, the District recognizes that disparities in

access to GenAI technologies may exist and will work with teachers to ensure that no student is disadvantaged by their inability to use or decision not to use GenAI.

If teachers allow their students to use GenAI, they are expected to communicate their expectations regarding the use of GenAI clearly to their students. Further, the teacher must discuss the appropriate and responsible use of GenAI with the students. This includes talking to students about the risks and limitations of GenAI, emphasizing how students are accountable for the accuracy of their work, and, when relevant, ensuring proper citation of sources.

Student use of GenAI that conflicts with teacher instruction, District policy, regulation, procedure, or other document, such as the District's Code of Conduct, may result in investigation and/or disciplinary action.

The precursor to any AI use in-district is accomplished, vetted training.

This training can be acquired from higher education institution course work or other accreditations.

The District and the Teacher Resource Center is developing and scheduling AI specific coursework to ensure that AI is employed in the most efficient, guarded manner.

AI use will be fully integrated into the Instructional and District Technology plans.

#### District Personnel Use

District personnel may utilize GenAI in accordance with this policy. However, regardless of the tools used to enhance their work, personnel are ultimately responsible for the accuracy and integrity of all work they produce. AI is intended to support, not replace, an employee's responsibility for their own work.

#### Training, Awareness, and Support

The district will provide training, awareness, and support to teachers in navigating the evolving use of GenAI in the classroom. This may include professional learning opportunities, workshops, and resources to enhance teachers' proficiency and confidence in using GenAI to enrich student learning. The goal is to equip teachers with the knowledge to critically assess GenAI technologies and guide students in understanding the complexities associated with these tools. Additionally, the District may extend training, awareness, and support regarding GenAI to other District personnel who may benefit from understanding and utilizing GenAI in their roles.

## Compliance with Other Documents

When using GenAI, all personnel and students must comply with all applicable laws, regulations, and District documents. This includes Education Law Section 2-d, which requires the District to ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Applicable District documents may include the district's policies on data security and acceptable use, as well as the District's Code of Conduct.

NOTE: Refer also to Policies #3310 -- Public Access to Records  
#3320 -- Confidentiality of Computerized Information  
#5672 -- Information Security Breach and Notification  
#5673 -- Employee Personnel Identifying Information  
#5674 -- Data Networks and Security Access  
#5676 -- Privacy and Security for Student Data and Teacher and Principal Data  
#6410 -- Staff Acceptable Use Policy  
#7240 -- Student Records: Access and Challenge  
#7315 -- Student Acceptable Use Policy (AUP)  
#7316 -- Student Use of Personal Technology  
#8271 -- Internet Safety/Internet Content Filtering  
#8350 -- Use of Copyrighted Materials District Code of Conduct

### Adoption Date

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

## Information and Reports

Oral Communications - Public Comment on non-Agenda Items

Superintendent's Report

Mr. Laurie:

Thanked Men Standing Strong Together community resource to our youth.

There is plenty for youth to do for entertainment in the community.

Next month, there will be two early (January) graduates, who are accelerated graduates, who have completed high school and are starting college early.

Thanks to Mr. Granieri, Ms. Massaro, and Mrs. Holody, leads on the breach of data affecting Powerschool. Approximately 18,000 districts and six million students were affected nationwide. No significant parent data was affected. No Social Security numbers are housed in the Powerschool system. Mr.

Laurrie assured the public and staff that 12 years of data accessible through Powerschool is largely safe. The breach occurred December 22, 2024, the District was only notified January 7, 2025. This is a BOCES product but our staff is addressing it.

Regarding air conditioning at prep schools: Danforth has done a great job. The hope is to have air conditioning operational in spring. National Grid (NG) has requested already supplied easement data; the hope is that NG will address the issues over spring break. The cost is still unknown. The District must grant an easement for them to install a transformers. It has been a struggle, according to Mr. Smeal. We will call daily to push the issue. This is key for comfort as well as the funding mechanism. This was first submitted to National Grid in February 2023.

Congratulations and thank you to the first 50 NFT members who have signed up for the Science of Reading conference, a 45-hour course. The Governor proposes free breakfast and lunch for all students and a “bell to bell” cell phone ban; this includes athletic fields. The details will be complex. Numerous parents express various opinions on this. Mr. Laurrie is in favor; it will take a lot of work.

Saturday NFHS is hosting 60 board members at the Legislative Breakfast. Regarding the closing of the of the Sumitomo Rubber USA plant in Tonawanda: the District was able to hire an information specialist to work for the District. Deep sympathies to all who lost their jobs. After a change due to weather, NFHS will be administering Regents Exams from January 24 and 25, 2025.

The NFHS PAC the Proscenium Players will perform the “Odd Couple,” which also was rescheduled to February 6 and 8, 2025.

Concerns remain regarding the Goodyear Plant on 56<sup>th</sup> Street. The District is concerned for residents and has spoken to people involved. Mr. Laurrie encourages Goodyear to take care of it. Schools are not impacted, but the situation must be rectified quickly.

Brittany Costa, at Abate School, applied for and received funding for a grassroots garden, which will be planted on the school property.

On February 10, 2025, activities will resume among students from North Tonawanda, Niagara Wheatfield, and Niagara Falls. A roving Holocaust Museum will visit at Niagara Wheatfield, which students will attend. These activities continue after three years.

On February 6, 2025, GJ Mann School will dedicated Luke’s Lounge in memory of Luke Nichols, a former Mann and the time current NFHS student.

Board Members Report and Comments

Mr. Cancemi questioned that attendance rate at NFHS today; Mr. Laurrie responded that approximately 60% of students attended, but Seniors came to take Regents.

Mr. Bass: condolences to Dunn family. Thank you for budget information. Nice to see the funding is looking better than in years past, even with uncertainty at federal and state level. Go Bills!

Mr. Bilson sends condolences to Mrs. Dunn; thanks the Board for its letter acknowledging his uncle's passing. Go Bills!

Mr. Cancemi thanked Dr. Haley O'Stewart for the information presented this evening. Condolences to Mrs. Dunn.

Mr. Paretto: The financial staff is doing a great job. Condolences to the Dunn family. Go Bills!

Mr. Petrozzi: If the Buffalo Bills compete in and win Superbowl LIX, will there be no school next the next day? *Mr. Laurrie will deal with this consideration should it arise.* Condolences to the Dunn family; Mr. Burnet was a wonderful man.

## Advanced Planning

### Future Agenda Items

| <b>BRS<br/>Thursday, Feb 13, 2025</b>                                                                                                    | <b>ARS/Regular Mtg.<br/>Thursday, Feb 27, 2025</b>                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Pre-K – 2 Apple Product Presentation                                                                                                   | 1.Head Start                                                                                                                             |
| 2. 2025-2026 General Fund Budget – <i>Mr. Laurrie/Mrs. Holody/Mrs. Jacklin</i>                                                           | 2. 2025-2026 General Fund Budget – <i>Mr. Laurrie/Mrs. Holody/Mrs. Jacklin</i>                                                           |
| 3. Review of Board Meeting Agenda Items – February 27 <sup>th</sup> Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> | 3. Review of Board Meeting Agenda Items – February 27 <sup>th</sup> Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> |

### Future Meeting Dates

**Adjournment** on a motion by Mr. Vilardo, seconded by Mr. Paretto.  
Meeting Adjourned in memory of:

Robert Coletti, father of retiree Sharon Coletti.  
Kathleen Fadel, retired Pupil Service Assistant.

Joseph F. Hilty, Jr., retired teacher.

Cindy Soos, sister of Hyde Park teacher Melissa Doescher.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.**

**Nays: None.**

**Carried.**

**DATE:** February 13, 2025  
**KIND OF MEETING:** **BRS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:33 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro  
**MEMBERS ABSENT:**

**Other staff in attendance:** Ms. Massaro, Mrs. Jacklin, Mr. Schwertfager, Mr. Smeal, Mrs. Buchman, Ms. Doerr, Mr. Wojton, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

#### **PRE-K – 2 APPLE PRODUCT PRESENTATION**

*Mr. Granieri, Mr. St. Onge, and Mr. Maynard, Kim Maynard; and Phil Miano, from BOCES.*

Following an introduction by Mr. Granieri, Mr. Maynard led a demonstration and discussion of iPads and Apple applications.

The adoption of Apple products for these grade levels was agreed upon following research with focus groups, discussion with Apple, vendors, and other District entities. They were piloted at 79<sup>th</sup> Street School beginning a year ago. iPads are faster and easier than personal computers.

Physical advantages of iPads as opposed to laptops for early learners include an intuitive touch interface which mirrors natural interaction; direct manipulation, which reduces cognitive load; and better suited for developing motor skills

The Apple classroom offer real-time student monitoring; guided access to keep students focused on specific tasks; easy content sharing through air drop; and maintaining an organized and productive learning environment.

iPads include extensive built-in accessibility options that support diverse learning needs, such as voice-over for visually impaired students, closed captioning for hearing impaired learners, assistive touch for students with motor skill challenges. These features make iPads more inclusive and adaptable to individual student needs.

Additionally, iPads are lightweight and easy for young children to carry And the touchscreen interface is intuitive and user-friendly for small hands.

Multi-sensory learning benefits include built-in cameras for documentation and creative expression, as well as high-quality speakers for audio learning. iPads feature microphones for voice recording and language development and other integrated tools to enable rich, interactive experiences that support different learning styles and developmental needs.

iPads facilitate easy sharing and collaboration among students. Group activities and projects are more interactive with iPads.

Activities like drawing and tracing letters are more natural on an iPad help develop fine motor skills.

At this time, iPads offer the largest range of educational apps designed for young learners. iPads offer significant advantages for early education through age-appropriate physical interaction, a robust educational content ecosystem, comprehensive management tools, superior accessibility features and long-term cost benefits.

These benefits make iPads a superior choice for creating engaging, effective learning environments for young students.

Board members were able to see examples of education in action using the iPads as part of the presentation, including viewing a demonstration video created by grade two student Malachi Stonebeck.

Parenthetically, Mr. Maynard shared that NFHS was the first school to use iPads to score a swim meet.

Teacher Miss Larock shared that her students love working with the iPads.

Next steps include purchasing these through Erie 1 BOCES. This will be on the agenda February 27, 2025. They will replace the personal computers, which are at the end of their life cycle. iPads could be in classrooms and in use by September. The cost is about \$1,000,000 for 1,700 units; this is BOCES-aidable.

#### **2025-2026 General Fund Budget – Mr. Laurrie/Mrs. Jacklin**

Revenues include: State Aid True Up \$1,345,679  
Foundation aid \$7,030,627; Building aid for ABOFA of \$ 2,317,059

Appropriations include a projected 13% increase in general liability insurance cost;

Estimated 9% increase in health insurance costs for active and retired employees;

“Staff to Grants” refers to taking funds out of reserved federal money and using it. This is to protect the funds. Other considerations include the need to fund summer programming formerly funded by ARP funds and the loss of grants which are expiring.

Total increase in appropriations versus current year of \$ 11,154,309

Current funding gap: \$3,255,571 with use of reserves (\$ 4,171,126 before reserve). Mr. Laurrie is hopeful that Foundation Aid will increase once the legislature starts its work on the budget.

Budget considerations include Budget Considerations include:  
Judgements and claims (CVA)  
ELP and Camp Wolverine \$303,827



Other items not yet funded in this budget include a salt truck, additional summer programs, and other items that will be discussed in future.

Reserves available include:

Fund Balance \$7,639,682

ERS Reserve \$12,012,766

TRS Reserve \$6,143,542

EBALR Reserve \$12,076,880

A review of the agenda was held.

#### COMMENTS:

Students from NFHS joined with students from North Tonawanda and Niagara-Wheatfield Monday to visit the Museum of Tolerance. This is the third year this collaboration has been in place.

The ramifications of the PowerSchool data breach are now out of our hands.

Those affected will be notified by PowerSchool/Experian.

Congratulations to Bloneva Bond Primary Assistant Mrs. Dorothy Brundidge, who has been selected to receive a Black Achievers Excellence Inc. award from Buffalo Construction Consultants. She will be honored at a Red Carpet Gala Reception on Saturday, March 15th, 5:30pm at the Niagara Falls Convention Center.

Both NFHS Bowling teams won the league; the boys' record is 14-0 and the girls' is 12-2. Ally Ventry is the highest scoring female bowler. Swimmers also are going to competition. All the NFHS wrestlers will be competing in the State competition.

Mr. Laurie shared his thoughts on the possibility of the federal Department of Education being eliminated. We do not know yet if that will happen, as it would require a congressional action. It may happen, so the District is preparing. There could be an impact of many millions of dollars in funding, including that designated for special education and Head Start. Perhaps the states would administer those funds on behalf of the federal government, but would it be the full amount? There is a concern that entitlement dollars and grant dollars could go away.

On the other hand, some State testing is required in order to get federal money. Hopefully those regulations also would go away, as some of those tests are not useful or indicative of anything pertinent to students. For example, the NAEP national assessment hopefully be eliminated. It is useless.

Furthermore, there are federal rules in conflict with State rules. It all remains to be seen.

Regarding National Grid, the District still is working on the needed easements. LPS is not an issue because the required land is District property. The easement at GPS requires the use of City-owned land; the City Council will address the matter at its February 26, 2025 meeting.

Thank you to Mr. Smeal, who has worked to secure multiple sources for rock salt to keep our walks and lots safe. Consequentially, the District has no salt shortage.

Niagara Falls High School students took part in an Environmental Summit on Thursday in Erie County and captured first place out of seven schools from WNY. Kudos to our NFHS Environmental students.

District prep school robotics teams competed last week for a chance to enter the NYS Robotics Championships on March 5, 2025 in Syracuse, New York. Seven District teams qualified, five from Lasalle Prep and for the first time two teams from Gaskill Prep. We are proud of all of our students with special recognition to the up and coming teams at Gaskill.

Monday, February 17, 2025 is President's Day with no staff or students in attendance.

It was a difficult week for our District family, as 44 year-old parent Nea Crockett suffered a fatal heart attack while attending Senior Night at NFHS. The District offers its support, blessings, and love to NFHS. Support for her son, Nashaun, is everywhere and growing as District staff comes together to offer what it can. Today, Ms. Crockett is the most important person to remember. Her services will be held Monday at Christ Redemption Tabernacle.

The Board entered executive session at 7:56 p.m. to discuss the appointment or employment of a person or corporation on a motion by Mr. Vilardo, seconded by Mr. Cancemi. All in favor. The Board exited executive session at 8:41 p.m. on a motion by Mr. Paretto, seconded by Mr. Bilson. All in favor.

**DATE:** February 27, 2025  
**KIND OF MEETING:** **ARS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.  
**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson (entered 6:53 p.m.), Mr. Cancemi, Mr. Capizzi Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo  
**MEMBERS ABSENT:** (excused)

#### **2025-2026 General Fund Budget – Mr. Laurie/Mrs. Holody/Mrs. Jacklin**

Adjustments to budget planning document include the following.

To revenues:

Hardware, Textbook, Software decreased by 12,000

#### **OTHER REVENUE ADJUSTMENTS:**

Interest increased by \$10,000

Tax Collection increased by \$ 38,100

#### **Budget Considerations**

Judgements and Claims (CVA) TBD

2 Salt Trucks 220,000

ELP 240,286

Camp Wolverine 68,541

Other potential sources of revenue include :

Increase the Tax Levy by \$1,421,769. It would be possible to raise the tax cap 5.5%; the Superintendent does not recommend this. Each one percent would yield \$258,290.

Grant Carryover \$409,086 remains in federal grants

To Appropriations:

Staff To Grants (818,958)

Expiring Grants 40,000

Supplemental Nursing 135,000

TUITIONS (CHARTER AND OUT OF DISTRICT)

583,197 Estimated 5% rate increase, 8% increase charter

BOCES

488,049 10% increase SPED tuitions, other services

PROJECTED APPROPRIATION ADJUSTMENTS \$11,376,404

PROJECTED 25-26 APPROPRIATIONS \$202,368,453

CPI 2.95% as of January 2025 NYSOSC

Before Use of Reserves or Fund Balance

\$(4,358,113)

GAP: Total Revenue - Total Appropriation

This represents an increase of 3.93% without ABOFA project  
And 5.96% increase including ABOFA.

A simple majority vote in favor would pass the budget in May.

Mr. Laurrie commented that at least one district is moving employee salaries from federal grant money-funded lines back to the general fund. He feels it is pre-mature to do so at this time.

The Tax Cap was presented and is attached. The BAN to pay for ABOFA caused a \$1.3million interest to be paid this year.

The Board used reserves to balance the budget last year; Mr. Laurrie believes that will need to happen again. There are concerns that replenishing the funds may not be as easy as it had been.

Regarding the possibility of the federal Education Department being resolved, Mr. Laurrie commented that about \$12 million comes to the District through Title I, \$2.3 million through IDEA; \$2.3 million to fund Head Start an Early Head Start; and an additional \$1 million in grants. While he hopes it does not happen, it would remain to be seen whether funds would come through the State or whether they would be impacted.

A review of the agenda was held.

The Board entered executive session at 6:02 p.m. on a motion by Mr. Paretto seconded by Mr. Bass, for the purpose of discussing the employment of a person and pending litigation between the District and CVA cases. All in favor.

## **REGULAR MEETING CALL TO ORDER**

Pledge of Allegiance

Reflection

Roll Call

**Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi (entered), Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

**MEMBERS ABSENT: (excused)**

## **Letters and Communications**

Oral Communications - Public Comment on Agenda Items

Mr. Cancemi shared a reflection written by a boy in Minnesota.

Written Communications – None.

## **Recommended Actions from the Superintendent of Schools - Routine Matters**

The following were approved on a motion by Mr. Bilson seconded by Mr. Vilardo .

**MINUTES – January 2025 (SG 4)**

**APPROVAL OF BUDGET TRANSFER - #7 (SG 3)**

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 1,580,619.82 among the following fund, function, object, and location codes:

|                        |    |            |
|------------------------|----|------------|
| General Fund:          | \$ | 867,463.37 |
| Cafeteria Fund:        | \$ | 8,000.00   |
| Special Aid Fund:      | \$ | 175,040.50 |
| Capital Projects Fund: | \$ | 530,115.95 |

**The vote was as follows:**

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

Approval of the Bids – (SG 3) None

The following were received and filed:

**TREASURER'S REPORT – JANUARY 2024 (SG 3)**

**BUDGET STATUS REPORT – FEBRUARY 2025 (SG 3)**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .

**PERSONNEL REPORT – CERTIFICATED (SG 2)** (Attached).

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

**PERSONNEL REPORT - CLASSIFIED (SG 2)** (Attached).

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following were approved on a motion by Mr. Cancemi seconded by Mr. Bilson .

**REPORT FROM COMMITTEE ON SPECIAL EDUCATION (SG 1)**

**RECOMMENDATION:**

The Committee on Special Education met on November 13, 19, 20, 25, 2024; and December 5, 10, 11, 17, 18, 2024; and January 7, 8, 9, 10, 13, 14, 15, 16, 17, 21, 22, 23, 24, 27, 28, 30, 31, 2025; and February 3, 4, 5, 6, 7, 11, 12, 13, 14, 19, 20, 21, 2025 to review Annual Reviews, and November 21, 2024; and December 11, 20, 2024; and January 6, 8, 15, 16, 23, 24, 27, 28, 29, 30, 31, 2025; and February 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 18, 19, 20, 2025 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 recommendations made by the Committee on Special Education for the 2024-2025 school year.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following were approved on a motion by Mr. Cancemi seconded by Mr. Bilson .

**REPORT FROM COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (SG 1)**

The Committee on Pre-School Special Education met on January 14, 16, 23, 24, 27, 28, 30, and 31, 2025; and February 4, 5, 10, 11, 13, and 19, 2025; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2024-2025 and 2025-2026 school years.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bass.

#### **SHORT-TERM CONTRACTS (SG 1)**

1. 1. First Choice Travel NFHS Band travel to Boston, MA \$8,000.00  
A2110.409.045.2280 May 30 – June 1, 2025
2. Four Winds Domestic & Int'l Tours and Travel HBCU College Tour  
\$28,804.00  
A2110.409.045.2280 April 8-10, 2025
3. Fight Night Boxing Gabe Gonzalez Wellness Boxing – Stress Relief  
NFHS Staff \$100.00 F2070.400.045.8125 February 14, 2025
4. Fight Night Boxing Gabe Gonzalez NFHS/Prep Students Boxing  
Program \$12,000.00 A2110.400.045.2280 February – June,  
2025
5. Reverend Gene Copelin Project L.E.E./Project W.I.T.T. Speak Life  
Twice Mentoring - Abate \$17,500.00 A2110.400.056.2280  
February – June, 2025
6. Rick and Allison Moore Judah Deliverance Ministries Corp.  
Mentoring Men and Women of Color Grade 9 – NFHS \$20,000.00  
A2110.400.045.2280 February – June, 2025
7. Rev. Bishop Kevin Dobbs Christ Redemption Tabernacle  
Community Mentoring NFHS Big Picture Students \$15,000.00  
A2110.400.045.2280 February – June, 2025
8. Elizabeth Bell 3 TRC Courses Enhancing ELL Instruction Executive  
Function Grit \$2,925.00 F2070.400.045.8125 February 20 – April  
4, 2025
9. Stephan Hueller ZuZu Acrobats, Inc. GPS Cultural Celebration  
\$1,000.00  
A2110.400.049.2280 February 19, 2025
10. Stephan Hueller ZuZu Acrobats, Inc. BBPS Cultural Celebration  
\$750.00  
A2110.140.061 February 19, 2025
11. Sharon Holley African American Storytelling  
\$300.00 A2110.140.061 February 27, 2025

12. Noah Falck HP Black History Month Performance \$1,000.00  
A2110.400.058.2280 February 19, 2025
13. Ironworkers Local 9 Apprenticeship Fund Introduction to  
Welding \$4500.00 A2110.400.045.2280 February – June  
2025
14. Duncan Kirkwood Top Youth Speakers On-site workshops for Big  
Picture Students \$12,592.00 A2110.400.045.2280 February –  
April 2025
15. Eric Horwitz Lift Enrichment Program, LLC Healthy Culinary  
Mentor Workshops Abate and Hyde Park \$20,000.00  
F2110.400.098.9325 February – June 2025
16. Modie Cox Because I Tried Enterprises Mentor Classes at Abate  
\$12,400 F2110.400.098.9325 February – June 2025
17. Over the Falls Tours Bus transportation to and from Robotics  
tournament  
\$2395 A.2330.400.007 March 5, 2025

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Bass .  
**HEAD START REPORTS** Attached.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

**Unfinished Business**  
**None**

**New Business**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi .

**APPROVAL OF RECEIPT OF GIFT FROM TOTALLY BUFFALO CARES**

WHEREAS, Totally Buffalo Cares has donated more than \$25,000.00 to the Niagara Falls City School District families; and

WHEREAS, This donation will be used to purchase gifts, food, and clothing for families; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of more than \$25,000.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Paul Friona  
40 Center Ridge Road  
East Aurora, NY 14052

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.  
**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 STATEWIDE  
UNIVERSAL FULL-DAY PRE-KINDERGARTEN (SUFDPK) GRANT**

WHEREAS, The New York State Governors Office has allocated \$289,131.00 to the Niagara Falls City School District to implement the Statewide Universal Full-Day Pre-Kindergarten (SUFDPK) program; and

WHEREAS, Through the funding of the SUFDPK Grant, the Niagara Falls City School District is slated to service at least 30 children; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$289,131.00 has been received, therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2024/2025 Statewide Universal Pre-K (SUPK) Grant; and be it further

RESOLVED, that the grant award in the amount of \$289,131.00 be credited to revenue code F3289.320.25, and be it further

RESOLVED, that the money be expended from the following codes:

| Account             | Description                    | Budget    |
|---------------------|--------------------------------|-----------|
| F 2510.133-058-3225 | 24/25 SUPK - TCHR - H/P        | \$152,150 |
| F 2510.177-058-3225 | 24/25 SUPK - CLASS ASSOC - H/P | \$73,085  |
| F 2510.450-058-3225 | 24/25 SUPK - SPLS - H/P        | \$14,000  |
| F 2510.800-096-3225 | 24/25 SUPK - ERS               | \$7,394   |
| F 2510.802-096-3225 | 24/25 SUPK - TRS               | \$15,383  |
| F 2510.803-096-3225 | 24/25 SUPK - FICA              | \$17,231  |
| F 2510.807-096-3225 | 24/25 SUPK - HEALTH INS        | \$9,888   |

Total \$289,131

Revenue Code: F3289.320.25

#### ABSTRACT

1. School District – Niagara Falls City School District
2. Title of Project –Statewide Universal Full-Day Pre-Kindergarten (SUFDPK)
3. Funding Source – New York State Legislature
4. Total Budget - \$289,131.00
5. Total Staff – 4.5
6. Number of Clients Served: 30
7. Major Objectives / Activities / Evaluation
  - Four-year old students 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.
  - Demonstrate increasing independence.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.



**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 ESEA TITLE III - ELL, PART A GRANT**

WHEREAS, the proposed use of Title III funds is to expand on and supplement the existing program for ELL students; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$18,266.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2024/2025 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the grant award of \$18,266.00 be credited to revenue account code F4289.290.25 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the money be expended from the following codes:

| Account                  | Description                        | Budget   |
|--------------------------|------------------------------------|----------|
| F 2259.132-098-292524/25 | TITLE III ELL - PER DIEM           | \$1,600  |
| F 2259.140-098-292524/25 | TITLE III ELL - SCH B              | \$10,280 |
| F 2259.151-059-292524/25 | TITLE III ELL - DEPT CHAIR STIPEND | \$4,196  |
| F 2259.167-098-292524/25 | TITLE III ELL - HRLY CLSFD         | \$1,190  |
| F 2259.400-098-292524/25 | TITLE III ELL - PRCHD SRVCS        | \$1,000  |
| Total                    |                                    | \$18,266 |

Revenue Code: F4289.290.25

**ABTRACT**

1. School District – Niagara Falls City School District
2. Title of Project – Title III - ELL
3. Funding Source – The State Education Department
4. Total Budget - \$18,266.00
5. Total Staff – 0.00
6. Number of Clients Served: 200 ELL Students
7. Major Objectives / Activities / Evaluation

- 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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 ESEA TITLE III - IMMIGRANT, PART A GRANT**

WHEREAS, The Title III State Formula Grant Program, administered by the Office of Elementary and Secondary Education, is designed to improve the education of English language learners; and

WHEREAS, Title III funds may be used to provide supplemental services that improve the English language proficiency and academic achievement of English Language Learners; and

WHEREAS, All services provided to English Language Learners using Title III funding must supplement the services that must be provided under Title IV of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, and other state and local laws; and

WHEREAS, The State Educational Agency (NYSED) receives funds for Title III Immigrant children and youth based on the number of English Language Learners and immigrant children and youth in the state; and

WHEREAS, The Lead Educational Agency (NFCSD) receives a small percentage of this grant to carry out state-level activities and implement programs designed to help English Language Learner students to achieve both English language proficiency and academics standards in reading/language arts, math and science; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$23,149.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2024/2025 ESEA Title III – Immigrant, Part A Grant; and

RESOLVED, that the grant award of \$23,149.00 be credited to revenue account code F4289.280.25 ESEA Title III – Immigrant, Part A Grant; and

RESOLVED, that the money be expended from the following codes:

| Account             | Description                             | Budget   |
|---------------------|-----------------------------------------|----------|
| F 2110.140-098-2825 | 24/25 TITLE III IMMIGRANT - SCH B       | \$4,512  |
| F 2110.400-098-2825 | 24/25 TITLE III IMMIGRANT - PRCHD SRVCS | \$11,800 |
| F 2110.409-098-2825 | 24/25 TITLE III IMMIGRANT - TRAVEL      | \$2,261  |
| F 2110.450-098-2825 | 24/25 TITLE III IMMIGRANT - SPLS        | \$4,576  |
|                     | Total                                   | \$23,149 |

Revenue Code: F4289.280.25

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

#### **APPROVAL ANNUAL FIRE SAFETY REPORTS – 2024/2025**

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 2024/2025; 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.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. seconded by Mr. .

**APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS FOR 2025**

WHEREAS, Each election poll requires the use of one or more voting machines, which in turn require the services of voting machine custodians for the necessary services; therefore, be it

RESOLVED, That the Niagara Falls Board of Education appoint as Voting Machine Custodians for 2025 the following four people:

John Szczepczenski, Head Custodian  
1246 89TH ST  
Niagara Falls, NY 14304

Sami Grawe  
762 4th St.  
Niagara Falls, NY 14301

Andrea Zaccarella  
668 69th Street  
Niagara Falls, NY 14304

Edward Charles "Skip" Metzler  
1428 95th Street  
Niagara Falls, NY 14304

RESOLVED, That Head Voting Machine Custodian John Szczepczenski be paid \$600.00 for his services, and therefore, be it

RESOLVED, That Voting Machine Custodians Edward Charles "Skip" Metzler, Sami Grawe, and Andrea Zaccarella each be paid \$450.00 for their services, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian John Szczepczenski is authorized, if needed, to assist the District Clerk at workshops to be held for election inspectors on Monday, May 19, 2025, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian John Szczepczenski be compensated \$25.00 for each workshop.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

## **APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING**

WHEREAS, The Annual School Election/Budget Vote will be held on Tuesday, May 20, 2025; and

WHEREAS, §2610, subdivision 4, of the New York State Education Law requires that the Board of Education shall meet after the canvass of votes on the day of the election or at eight o'clock in the evening of the day following such election to officially examine and announce the results of the election; and

WHEREAS, It is the intent of this Board of Education to comply completely with the provisions of the law; therefore, be it

RESOLVED, That the Niagara Falls Board of Education will hold the Statutory Meeting, as required by law, on Wednesday, May 21, 2025, at 8:00 P.M., E.D.S.T., at the usual place of meeting, 630 66th Street, to officially examine and announce the results of the Annual School Election/Budget Vote held on Tuesday, May 20, 2025.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

## **APPROVAL OF AMENDED AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PRIDE HEALTHCARE STAFFING, LLC (PHC)**

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 RNs for special needs students upon request, on an as needed basis in the past and will continue to provide RN services through a contract with Pride Healthcare Staffing, LLC ("PHC") who will provide qualified RNs to the District; and

WHEREAS, the agreed upon fee for the services rendered pursuant to the terms of the proposed amended contract are the standard rate of \$60.00-\$70.00 per hour dependent on the RN certifications; and

WHEREAS, The amended contract shall be effective for a term commencing January 1, 2025 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the amended agreement attached here to with Pride Healthcare Staffing, LLC ("PHC"), to provide qualified RNs 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 \$60.00-\$70.00 per hour dependent on the RN certifications; for a period commencing January 1, 2025 and ending June 30, 2025; 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.



## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT** ("Amendment") entered into as of January 24<sup>th</sup>, 2025, hereby amends and incorporates the Staffing Services Agreement, dated June 7<sup>th</sup>, 2024 ("Master Agreement") by and between Pride Healthcare Staffing, LLC ("Pride") and Niagara Falls School District. ("Client").

**WHEREAS**, Pride and Client entered into the Master Agreement wherein Pride agreed to provide Client with temporary placement services; and

**WHEREAS**, the parties now desire to amend the Master Agreement as provided herein; and

**NOW, THEREFORE** in consideration of the foregoing recitals and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

**1. The following bill rates shall be added to and/or deemed Schedule A for certain positions/ duties as follows:**

- Registered Nurse- \$60-\$70/hour

In all other respects, the terms of the Master Agreement shall remain as written and shall be incorporated herein. For the convenience of the parties, this Amendment may be signed and exchanged in faxed or emailed counterparts. The parties agree that photocopies, PDF copies and/or facsimile copies of this Amendment may be used as originals.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the latest date shown below.

**PRIDE HEALTHCARE STAFFING, LLC**

**NIAGARA FALLS SCHOOL DISTRICT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.  
**APPROVAL OF AGREEMENT WITH ERIE 1 BOCES TO FURNISH CERTAIN COMPUTER SERVICES FOR STUDENTS**

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby agrees to enter into the attached contract with the Erie 1 BOCES for a three-year period commencing on or about February 27th, 2025 to

authorize the Western New York Regional Information Center to furnish student iPad devices to the district pursuant to Education Law 1950 (4) (JJ) for a principal amount not to exceed \$1,045,728.72. The IPA will require the District and Erie 1 BOCES to adhere to a 36-month payment schedule of \$29,048.02 per month for a total not to exceed \$1,045,728.72; further be it

RESOLVED, That the IPA will be financed through BOCES. However, the

District is obligated for the entire contractual amount immediately, regardless of the length of financing to be financed through the Erie 1 BOCES for a term of three years which financing is hereby approved; and further be it

RESOLVED, That the Agreement with BOCES to purchase the computer services be approved; and

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

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

THE UNIVERSITY OF THE STATE OF NEW YORK

The State Education Department

Bureau of School District Organization

#### CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

Date: February 12, 2025  
2025-2027

SCHOOL YEARS:

BEDS Code: 400800

The Board of Education of the Niagara Falls City School District desires to enter into a three-year contract with the Erie 1 BOCES in order for the Western New York Regional Information Center to furnish certain computer services listed on project number MPN 406-11-25C to the district pursuant to Education Law 1950 (4) (JJ) and both parties are in agreement on the following:

1) Computer services to be rendered through Erie 1 BOCES will require the purchase of hardware by Erie 1 BOCES.

2) Erie 1 BOCES will finance this service agreement through an installment purchase agreement (IPA) to fund the purchase of equipment and software necessary to deliver the computer services. The IPA will require Erie 1 BOCES to adhere to a 36-month payment schedule of approximately \$29,048.02 per month for a total not to exceed \$1,045,728.72.

3) The Niagara Falls City School District hereby agrees to pay a total IPA cost not to exceed

\$1,045,728.72 to the Erie 1 BOCES. The district further acknowledges its responsibility to make each and every one of the 36 payments under the terms of the IPA to Erie 1 BOCES to cover principal and

4) In the event that Niagara Falls City School District desires to prepay the outstanding balance prior to the completion of the term of this agreement, any applicable penalties and/or interest charges accruing to Erie 1 BOCES under the terms of the IPA will also be a liability to the School District.

5) In the event that the School District terminates the service, or returns the equipment prior to the completion of the term of the agreement, all unpaid balances, including but not limited to

applicable principal, interest and penalties shall be paid to Erie 1 BOCES. Interest and unpaid

principal will be paid within 30 days of written notification to the district by Erie 1 BOCES.

6) The hardware and so ware acquired under terms of the IPA are the property of Erie 1 BOCES.

Upon final payment of the IPA, the District shall, at no additional cost, have continued use of the

equipment for as long as the District subscribes to the service, through the Western New York

Regional Information Center. At the conclusion of the service, or if the equipment is being

replaced, but no sooner than three or five years from the date of original purchase by Erie 1

BOCES through the IPA, the district may purchase the equipment from Erie 1 BOCES at fair

market value in accordance with board policy.

7) It is further agreed that the district will pay all Erie 1 BOCES invoices in full and within 30 days of the invoice date. Appropriate credits and/or charges for any given billing period will be applied to the subsequent month's invoice.

In witness whereof, the parties have set their hands the day and year written.  
For: Erie 1 BOCES

\_\_\_\_\_  
Signature of President or BOCES Clerk

\_\_\_\_\_  
Date

For: Niagara Falls City School District

\_\_\_\_\_  
Signature of President or District Clerk

\_\_\_\_\_  
Date

Board Resolution:

RESOLVED that the Board of Education of the Niagara Falls City School District hereby agrees to enter into the attached contract with the Erie 1 BOCES for a three-year period commencing on February 12, 2025 to authorize the Western New York Regional Information Center to furnish certain computer services to the District pursuant to Education Law 1950 (4) (JJ) for an amount not to exceed \$1,045,728.72 and authorizes 36-monthly payments to be made to Erie 1 BOCES in the amount not to exceed \$29,048.02 per month.

Be it further RESOLVED, that the Board of Education of the Niagara Falls City School District hereby authorizes the Board President or the District Clerk to execute the contract on behalf of the District.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Cancemi.

**APPROVAL OF CHANGE ORDER NO. SCC-10 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and  
WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-10 for \$15,705.03 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Cancemi.

**APPROVAL OF CHANGE ORDER NO. SCC-11 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and  
WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Niagara Falls Board of Education approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-10 for \$26,806.50 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305





## Change Order

|                                                                                                         |                                                                |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Contractor:</b><br>Scrufari Construction Company, LLC<br>8426 Seven Springs Road<br>Batavia NY 14020 | <b>Contract No:</b> 22022.001                                  |
|                                                                                                         | <b>Job Name:</b> NFCSD ABOFA                                   |
|                                                                                                         | <b>Contract Description:</b><br>C100 General Trades & Concrete |
|                                                                                                         | <b>SCO No:</b> 011                                             |
|                                                                                                         | <b>SCO Date:</b> 2025-02-16                                    |
|                                                                                                         | <b>Location:</b>                                               |
|                                                                                                         | <b>Reason:</b>                                                 |

### REVISION TO THE ORIGINAL CONTRACT

The terms and conditions of the original contract for the above work shall govern this change.

| <u>PCI</u> | <u>Description</u> | <u>Amount</u> |
|------------|--------------------|---------------|
| 051        | C100 - Scrufari    | \$26,806.50   |

Total: \$26,806.50

Scope Description: PCI-051

In consideration of the above, the Contract value is increased in the amount of \$26,806.50. The contract completion date will not be affected by this Change Order unless specifically noted below.

|                                |                |
|--------------------------------|----------------|
| Original Contract              | \$5,570,000.00 |
| Changes by Previous SCO's      | \$261,983.28   |
| Contract Sum Prior to this SCO | \$5,831,983.28 |
| Amount of this SCO             | \$26,806.50    |
| New Contract Sum to Date       | \$5,858,789.78 |



## Change Order

This Change order shall not constitute a change to the Contract until fully executed by all parties. Therefore, please acknowledge acceptance of this Change Order by signing in the space provided below. All original copies shall be returned to Buffalo Construction Consultants, Inc. for final processing and distribution.

**Buffalo Construction Consultants, Inc.**

Accepted: Stuart H. Lowe

Date: \_\_\_\_\_

Digitaly signed by Stuart H. Lowe  
DN: c=US  
E=slowe@buffaloconstruction.com,  
O=Buffalo Construction  
Consultants, Inc., OU=Project Manager  
[Stuart H. Lowe]  
Reason: I am approving this  
document  
Date: 2025.02.19 09:29:45 -0500

**Scufari Construction Company, LLC**

Accepted: [Signature]

Date: 2/16/25

**Architect**

Accepted: [Signature]

Date: 02.18.2025

**Owner**

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_



## Potential Change Issue

Job No: 22022

Job Name: NFCSD ABOFA

Subject: Gaskill Boiler Modifications

Date Issued: 2025-02-06

RE: PCI #051 - Gaskill Boiler Modifications

Respond By:

**\*\*\*Please ensure that all correspondence includes the above referenced project information and PCI number.**

---

Distribution:

C100 - Scrufari

General Description:

C100 - shall provide all work associated to the attached PCI.

---

Provide the following action in regards to the general description as stated above:

- ☐ Proceed with change(s) & are to provide quote.
- ☐ Proceed with change(s) on a Time & Material basis.
- ☐ Proceed with change(s) on a Time & Material basis not to exceed the amount stated above.
- ☒ Proceed with change(s) as per your approved quote amount stated above.
- ☐ DO NOT to proceed with change(s) and provide a quote as stated above.
- ☐ As stated above.

The Contract Time will not be affected by this authorization to proceed.

\*Contractors are advised that if proceeding on a time and material basis (T&M), you are responsible to obtain daily verification of work performed from the Buffalo Construction Consultants, Inc. representative at the end of each work day.

Respectfully,

---

Joseph Mannarino Jr.

496 Kennedy Road ■ Buffalo, New York 14227 ■ 716.302.4040 ■ [www.buffaloconstruct.com](http://www.buffaloconstruct.com)



3925 Hyde Park Blvd  
Niagara Falls, NY 14305  
716 282-1225 Phone  
716 282-7609 Fax

February 12, 2025

Mr. Stu Lowe  
Project Manager  
Buffalo Construction Consultants  
496 Kennedy Road  
Buffalo, NY 14227

Niagara Falls Central School District Breath of Fresh Air Project

Job #224006

Proposed Change Order #43 Boiler Retubing

Dear Mr. Lowe,

We respectfully furnish this proposal to provide labor, equipment and materials to perform scope of work as outlined below on a time and material basis. The budgetary cost for this work will be \$26,806.50 Twenty-Six Thousand Eight Hundred Six Dollars and Fifty Cents.

1. Proposal to retube boilers per PCI 051
2. Please see K&E Quote number 25-1583 for scope of work, clarifications and exclusions

|                             |                    |
|-----------------------------|--------------------|
| <b>TOTAL BUDGETARY COST</b> | <b>\$26,806.50</b> |
|-----------------------------|--------------------|

Respectfully,

Peter Greiner  
Project Manager



GREATER NIAGARA MECHANICAL, INCORPORATED

7311 WARD ROAD ∞ NORTH TONAWANDA, NEW YORK 14120

PHONE 716.695.3600 ∞ FAX 716.695.3700

## CHANGE ORDER PROPOSAL

CPR #: 3

Date: 2/7/2025

Job Name: City of NF School District ABOFA Cataract Boilers

Architect: CPL

Contract #: 123A

RE: PCI #051 - Gaskill Boiler Modifications

### Description:

Per PCI #051, proposal to re-tube boilers at Gaskill School. See attached proposal for further details.

### GREATER NIAGARA MECHANICAL:

|             |         |        |                |             |
|-------------|---------|--------|----------------|-------------|
| LABOR COST: |         | \$0.00 | MATERIAL COST: | \$22,200.00 |
| 15%         | OH & P: | \$0.00 | 15% OH & P:    | \$3,330.00  |

See attached proposal

|              |        |                 |             |
|--------------|--------|-----------------|-------------|
| LABOR TOTAL: | \$0.00 | MATERIAL TOTAL: | \$25,530.00 |
|--------------|--------|-----------------|-------------|

**OVERALL PROPOSAL: \$25,530**



**BOILER DIVISION**  
Ph. 716-829-1829 / Fax 716-829-1828

**FABRICATION DIVISION**  
Ph. 716-823-7464 / Fax 716-823-2183



February 7, 2025

Niagara Mechanical Contractors  
Gaskill Prep School  
910 Hyde Park Ave  
Niagara Falls NY 14301

**Attention: Samuel Prezioso:**

Re: Lower Pass Retube Cleaver Brooks Boiler

**Quote Number: 25-1583**

Thank you for considering K&E Fabricating Co., INC. for the aforementioned project. We are pleased to provide for your review **a Budgetary Time and Material Quote** to perform the following scope of work based on our site visit with you. A Written **Purchase Order** must be received prior to the start of work.

- Mobilize men and equipment to job site.
- Locate boiler power sources and LOTO.
  - Remove 46 lower pass tubes.
  - Clean tube Sheets and tube holes.
    - Install 46 new tubes
  - Roll to manufacture's specifications.
    - Hydrostatic test of boiler.
- Clean work area and demobilize from job site
- Provide customer with required ASME and NBIC paperwork.

- **BUDGETARY TIME AND MATERIAL PRICE \$22,200.00  
(TWENTY-TWO THOUSAND TWO HUNDRED DOLLARS)**

**Tubes from Cleaver Brooks 4-6 weeks ARO**

[www.kefabricating.com](http://www.kefabricating.com)

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF Payment No. 11 to Scrufari Construction Co. Inc. for General Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$198,113.72; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$9,905.69; and

WHEREAS, The amount of payment the District will issue shall be \$198,113.72 less the required 5% retainage (\$9,905.69) as outlined in the contract, \$188,208.03; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$188,208.03 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 11 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$29,044.50; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,452.22; and

WHEREAS, The amount of payment the District will issue shall be \$29,044.50 less the required 5% retainage (\$1,452.22) as outlined in the contract, \$27,592.28; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$27,592.28 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 11 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and



WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$41,405.16; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,070.26; and

WHEREAS, The amount of payment the District will issue shall be \$41,405.16 less the required 5% retainage (\$2,070.26) as outlined in the contract, \$39,334.90; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$39,334.90 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF Payment No. 11 to Frey Electric Construction Co. Inc. for Electrical Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$72,279.21; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$3,613.96; and

WHEREAS, The amount of payment the District will issue shall be \$72,279.21 less the required 5% retainage (\$3,613.96) as outlined in the contract, \$68,665.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$68,665.25 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT PAYMENT NO. 11 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$21,869.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,093.45; and

WHEREAS, The amount of payment the District will issue shall be \$21,869.00 less the required 5% retainage (\$1,093.45) as outlined in the contract, \$20,775.55; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$20,775.55 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was removed from the table on a motion by Mr. Cancemi seconded by Mr. Bass.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

### **Review of the Proposed Policy(ies)**

5840 Artificial Intelligence

1 of 4

SUBJECT: ARTIFICIAL INTELLIGENCE (AI) Overview

The emergence of artificial intelligence (AI) technologies, especially generative AI (GenAI), pose unique challenges and opportunities for learning environments. As these technologies integrate deeper into everyday life, the district must proactively address the implications of AI usage to ensure it enhances educational outcomes without compromising academic integrity or equity. This policy outlines the district's commitment to responsible AI integration in educational practices, balancing innovation with the core values of the district's educational mission. Further, it sets forth guidelines designed to evolve as new technologies and methodologies emerge, ensuring the district remains at the forefront of academic excellence and technological responsibility.

### **Scope and Application**

This policy applies to all District students, personnel, volunteers, and contractors. It integrates with, and complements, existing policies on data privacy, acceptable use, and student conduct. This policy aims to provide clear guidelines on the use of AI within the District's schools, ensuring that its application supports the district's educational goals and adheres to its privacy and security standards.

### **Definitions**

- a) Generative AI (GenAI) represents a dynamic subset of AI technologies that can create new, human-like content from extensive data training sets. This content spans across text, images, audio, and more, often mimicking human creativity and adaptability.
- b) Traditional AI refers to systems that operate on fixed algorithms and predefined rules without altering their behavior based on new data after their initial deployment.

### Risks and Limitations

The use of GenAI comes with some risks and limitations which include, but are not limited to:

- a) Hallucinations/Confabulations  
GenAI can generate plausible, but false or inaccurate, information, a phenomenon known as a hallucination/confabulation.
- b) Biases

GenAI tools learn from data created by people, which means any biases, prejudices, and stereotypes in that data can be reflected in the outputs produced by GenAI. For example, GenAI has been found to generate images and text that reinforce existing gender and racial biases. It is essential to recognize that these biases exist and to critically assess the outputs of GenAI tools to prevent the perpetuation of stereotypes and unfair treatment.

The impact of GenAI biases is particularly significant in the context of Diversity, Equity, and Inclusion (DEI) initiatives. DEI initiatives aim to create environments where all individuals have equal opportunities and are treated with respect and fairness. Biased AI outputs can undermine these goals by perpetuating inequality and exclusion, which can be detrimental to the educational mission of the district.

GenAI can also suffer from response bias, where the AI generates answers tailored to what it predicts the user wants to hear based on its training data or specific tuning.

- c) Copyright

GenAI may pose copyright issues as it may have used copyrighted material within its training data without explicit permission from the copyright holders. As a result, there are unsettled legal questions about the ownership and copyright status of GenAI's outputs, which can closely mimic or incorporate elements of existing copyrighted works.

### Data Privacy and Security

Information entered into GenAI may be accessible to others due to data sharing or breaches. All users should exercise caution when utilizing GenAI. Under no circumstances should any sensitive, copyrighted, confidential, or proprietary information be entered into GenAI or any other AI platform, consistent with relevant state and federal laws and District policy. This includes, but is not limited to, data protected by:

- a) Family Educational Rights and Privacy Act (FERPA);

b) Education Law Section 2-d (Unauthorized Release of Personally Identifiable Information);

c) Labor Law Section 203-d (Employee Personal Identifying Information);

d) State Technology Law Section 208 (Notification of Security Breach of Private Information).

Further, if the information would not be disclosed in response to a Freedom of Information Law (FOIL) request, it should not be entered into GenAI.

The district permits teachers to determine whether students in their class may use GenAI for assignments. However, the District recognizes that disparities in access to GenAI technologies may exist and will work with teachers to ensure that no student is disadvantaged by their inability to use or decision not to use GenAI.

If teachers allow their students to use GenAI, they are expected to communicate their expectations regarding the use of GenAI clearly to their students. Further, the teacher must discuss the appropriate and responsible use of GenAI with the students. This includes talking to students about the risks and limitations of GenAI, emphasizing how students are accountable for the accuracy of their work, and, when relevant, ensuring proper citation of sources.

Student use of GenAI that conflicts with teacher instruction, District policy, regulation, procedure, or other document, such as the District's Code of Conduct, may result in investigation and/or disciplinary action.

The precursor to any AI use in-district is accomplished, vetted training.

This training can be acquired from higher education institution course work or other accreditations.

The District and the Teacher Resource Center is developing and scheduling AI specific coursework to ensure that AI is employed in the most efficient, guarded manner.

AI use will be fully integrated into the Instructional and District Technology plans.

#### District Personnel Use

District personnel may utilize GenAI in accordance with this policy. However, regardless of the tools used to enhance their work, personnel are ultimately responsible for the accuracy and integrity of all work they produce. AI is intended to support, not replace, an employee's responsibility for their own work.

#### Training, Awareness, and Support

The district will provide training, awareness, and support to teachers in navigating the evolving use of GenAI in the classroom. This may include professional learning opportunities, workshops, and resources to enhance teachers' proficiency and confidence in using GenAI to enrich student learning. The goal is to equip teachers with

the knowledge to critically assess GenAI technologies and guide students in understanding the complexities associated with these tools. Additionally, the District may extend training, awareness, and support regarding GenAI to other District personnel who may benefit from understanding and utilizing GenAI in their roles.

#### Compliance with Other Documents

When using GenAI, all personnel and students must comply with all applicable laws, regulations, and District documents. This includes Education Law Section 2-d, which requires the District to ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Applicable District documents may include the district's policies on data security and acceptable use, as well as the District's Code of Conduct.

NOTE: Refer also to Policies #3310 -- Public Access to Records  
#3320 -- Confidentiality of Computerized Information  
#5672 -- Information Security Breach and Notification  
#5673 -- Employee Personnel Identifying Information  
#5674 -- Data Networks and Security Access  
#5676 -- Privacy and Security for Student Data and Teacher and Principal Data  
#6410 -- Staff Acceptable Use Policy  
#7240 -- Student Records: Access and Challenge  
#7315 -- Student Acceptable Use Policy (AUP)  
#7316 -- Student Use of Personal Technology  
#8271 -- Internet Safety/Internet Content Filtering  
#8350 -- Use of Copyrighted Materials District Code of Conduct

#### Adoption Date

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

#### Information and Reports

Oral Communications - Public Comment on non-Agenda Items

Mr. Barksdale Independence Ave – Niagara County Information Group- spoke on his desire to see a paradigm shift in the District to further embrace the highest standards of learning and teaching. He objects to Reading Recovery and purports that it banned in several states. He feels the schools are safe and inclusive; he feels the District needs to make families aware of the social-emotional opportunities that are offered in the District. He offers his assistance and others are willing to help, as well.

Mr. Blaber – 38<sup>th</sup> St. – self – Spoke on the graduation rate and reading levels. He questions the statistics. He questions how students can succeed without proper

reading skills. He accuses the District of creating poverty by graduating students who do not have skills to succeed.

#### Superintendent's Report

Mr. Laurie:

Nurses Gregg and Merante, two of our employees, performed the Heimlich maneuver on our students. Thanks to them for their heroic efforts.

The District will celebrate "PI DAY" on Friday, March 14<sup>th</sup> at NFHS in the Auxiliary Gym. This is our first foray into celebrating "PI Day" as a PTech and STEM activity at NFHS. Thank you to Ronni McGrath, Kate Johnson, Madison Dalporto, Bhawna Chowdary and our partners at SUNY Niagara and Moog Industries. Our students will build catapults, eat pie from SUNY Niagara Culinary students and hopefully consume pizza pies as well. Students from all levels will participate and be engaged.

We have 99 scholar athletes participating across seven winter sports this season. These students are participating in a varsity sport while maintaining a 90% or better class average.

Congratulations to the NFHS Robotics program under the direction of coaches Alan Stockings and Richard Clark. Three teams have qualified to compete at the state level based on their robotics driving skills. GPS is sending two teams. Best of luck!

In addition to Mrs. Dorothy Brundidge, the Niagara Falls Black Achievers Dinner will also recognize Board member Earl Bass and one of our accountants Markasia McCreary who works on our finance team. Markasia is a skilled accountant and a wonderful asset to Central Office. The dinner is on March 15<sup>th</sup> at the Niagara Falls Conference Center.

Our PreK 3 and 4 applications will be out and available beginning March 3<sup>rd</sup>, 2024

Congratulations to Lady Wolverine wrestlers Emma Beckles and Emma Ponzi who qualified for the New York State wrestling championships. Next Thursday, February 27<sup>th</sup> in Albany, New York they compete to win state championships. Congratulations to 3<sup>rd</sup> place finisher Selene Torres and 4<sup>th</sup> place finisher Miley Geschwender. We are very proud of these competitors.

Congratulations to men's New York State wrestling qualifiers Cameron Crumpler and Jayden Feagin on their bids to the state championships next Friday, February 28<sup>th</sup> through Sunday, March 1<sup>st</sup> in Albany, New York. Reggie McCreary, a freshmen had a tremendous tournament finishing 3<sup>rd</sup>. Outstanding perseverance from these young men.

Our NFHS Student Trauma Informed Champion Team presented to the Niagara Falls City Council and Mayor at yesterday in City Council Chambers.

The men's Basketball team suffered the loss of a player's parent. At the funeral service for this mom, it was touching when the student spoke

about his mother and it was touching to see the basketball team seated together front row, offering support for the teammate. Carlos Bradberry has helped to mold 12 fine men.

Schools are making progress, overall and in most cells. We are all working to move all students forward. Some targeted subgroups or cells in some schools are not making adequate yearly progress, be we are working to get this accomplished.

Say Yes money is beginning to come in and Say Yes will be in Niagara Falls Status September 1<sup>st</sup>, 2025.

#### Board Members Report and Comments

Mr. Bass: Black History celebrations at Hyde Park and Gaskill were good programs, not just regurgitating facts, but involving students.

#### Advanced Planning

##### Future Agenda Items

| <b>BRS</b><br><b>Thursday, March 13, 2025</b>                                                                              | <b>ARS/Regular Mtg.</b><br><b>Thursday, March 27, 2025</b> |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Booker College                                                                                                          | 1. Head Start Policy Council                               |
| 2. 2025-2026 General Fund Budget                                                                                           | 2. 2025-2026 General Fund Budget                           |
| 3. Review of Board Meeting Agenda Items –<br>March 27 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> | 3. Agenda Review                                           |
|                                                                                                                            | 4. Regular Meeting                                         |

##### Future Meeting Dates

Motion to re-enter Executive Session Vincent Cancemi, second by Anthony F Paretto.

Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Adjournment in memory of the following who recently passed away:

Motion to exit executive session at 8:35 p.m. and adjourn.

Motion by Brad McLeod, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod



Meeting Adjourned in memory of:

1. Dorothy A. Andrejczak, mother of Michele Brocious.
2. Robert Brewer, uncle of Bertha Tarvis.
3. Dorothy Chiappone, 91, of Niagara Falls, NY, passed away peacefully on January 16, 2025. Dorothy worked for the NFCSD for 30 years in various guidance departments. She is the mother of Carol Kajfasz (Cataract Elementary School) and grandmother of Alyssa DeRosa (Bloneva Bond Primary School).
4. Nea Crockett, mother of NFHS Senior Nashaun Farrell.
5. Long-time District cook Regina Jones passed away on January 24, 2025. She was with the District for about 22 years. sister of Tanya Adamson, who retired from the District about a year ago, aunt of Shanika Jones, a cleaner for the District.
6. Laurie Jane Luick, former substitute teacher.
7. Nicholas Marchelos, retired administrator.
8. Joseph Pinzotti, father of Christine Lodovico.
9. Judith A. Ptasiuk, retired English teacher, LSHS.
10. Mildred Robinson, retired teacher.
11. Ellen Scavulli, mother of Theresa Brockman.
12. Zelda M. Smith, sister of retired principal Sheila Smith.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.**

**Nays: None.**

**Carried.**

**DATE:** March 13, 2025  
**KIND OF MEETING:** **BRS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:34 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson (exited 6:41 p.m.), Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo  
**MEMBERS EXCUSED:** Mr. Capizzi, Mr. McLeod

**Other staff in attendance:** Ms. Massaro, Mrs. Jacklin, Mr. Schwertfager, Mr. Smeal, Mrs. Buchman, Ms. Doerr, Mr. Wojton, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorney Mr. Massaro.

Mr. Laurrie introduced Mr. Booker and extoled him for raising a substantial amount of funding for Say YES Niagara Falls, through his numerous contacts.

**Booker College Planning:** Mr. Allen Booker (guest) provided an overview of his credentials and the history of his company, which was established in 2007. Services provided include assistance with college applications, financial aid (FAFSA) and scholarship applications and review of financial aid offer/award letters. His background is in the higher education industry, including working in Admissions and EOP.

Also, assistance to students and families in navigating credible scholarship databases and offerings, including the NFHS Scholarship Bulletin, holding personalized meetings with students and their parents through face-to-face or virtual appointments, and assistance with college essay development.

Booker College Planning offers College Readiness seminars, including information on preparing for college, navigating the common application and college affordability and funding.

Services were provided to 50 NFHS students from 9/1/24 to 3/7/25. Outcomes include providing college application support; College destinations chosen include Buffalo State University, Clark Atlanta University (HSBCU), SUNY Fredonia, Niagara University, SUNY Niagara, and University at Buffalo.

Students are receiving offer letters outlining financial aid packages from prospective colleges. These offers include a combination of Federal and State grants, merit-based scholarships, and loans.

Merit-based scholarships awarded to our students include:

Niagara University Full Flight Scholarship: \$3,990/yr.

Niagara University Trustees' Scholarship: \$25,000/yr.)

Buffalo State University Presidential Scholarship: \$16,000 (\$4,000/yr.)

NU Dean's Scholarship: \$20,000/yr.

Canisius College Ignatian Scholarship: \$92,000 (\$23,000/yr.)

SUNY Fredonia President's Award for Excellence: \$24,000 (\$6,000/yr.)

BCP also is working with 149 PTECH students, and with 11 Early College program students; and 29 students studying Mastering the Academic Environment.

Insights shared include:

There is a significant increase in students choosing local institutions with commuting options; students are increasingly scheduling follow-up meetings to explore their options; there is growing parental engagement through phone calls, text messages, and virtual meetings.

Mr. Booker maintains a fixed location in the high school's second-floor library for student accessibility and receive regular student referrals from faculty, administration, and school counseling staff.

He offers diverse contact methods (text, phone, and virtual) to accommodate student preferences, accommodates family schedules with evening and weekend availability.

Mr. Laurrie added that this service complements school counselors, whose large case loads and diversity of concerns preclude them assisting in this manner.

#### **2025-2026 General Fund Budget STAR/Enhanced STAR – Mr. Laurrie/Mrs. Holody**

Mr. Laurrie explained that the legislature has released its house proposed budget numbers this week.

Changes to the draft budget document include:

A reduction of \$550,794 in staff paid from grants;

An estimated 10% increase in both general liability insurance premiums and Special Education tuition and costs for other services paid to BOCES.

An estimated seven percent increase in health premiums for both active and retired employees;

An estimated 5% rate increase in tuitions, and an estimated 8% increase in payments to the charter school.

An estimated increase in transportation costs CPI of 4.1%

The addition of \$ 451,163 to fund summer programming including High school credit recovery, ESY, and Camp Wolverine.

The budget reflects an increase from the current year of 3.94% without ABOFA project and 5.97% including ABOFA.

Mrs. Holody explained why the STAR tax exemption it is no longer a complete exemption for many seniors.

The amounts of STAR and Enhanced STAR have changed. These exemptions reduce the amount of home evaluation on which school tax is based. New York State makes that determination. These rates have decreased over the years, causing residents to pay more tax. Taxpayers' income also play a part, as some relief is income sensitive. The District tax levy has remained unchanged.

Mr. Laurrie reviewed the recommendations of the Senate and Assembly.

In response to a question from Mr. Cancemi, Mr. Laurrie shared that 15 students are interested in serving on the Board of Education.

A review of the agenda was held.

COMMENTS:

Lasalle Prep is the 2024-25 New York State Robotics Champions and has qualified for the World Championship. Gaskill finished second in the competition. NFHS made it to their finals but fell short. They did win the innovative award. Eight Lasalle students have qualified for the world tournament in Dallas, Texas, in May. Eight students and four coaches will attend.

The Rotary Club is donating dictionaries to all students in grade three.

Tomorrow, March 14, 2025, at NFHS in the Auxiliary Gym is our first "PI Day" as a PTech and STEM activity at NFHS. Thank you to Ronni McGrath, Kate Johnson, Madison Dalporto, Bhawna Chowdary and our partners at SUNY Niagara and Moog Industries. Our students will build catapults, eat pie from SUNY Niagara Culinary students and hopefully consume pizza pies as well. Students from all levels will participate and be engaged. 100 students.

Our PreK 3 and 4 and 2025-26 Head Start applications are now available. Tell anyone who may need to start their child in school.

Plans are underway for our annual Reverend Dr. Martin Luther King celebration on Tuesday, April 8th at Bond Primary School at 6 p.m.

**DATE:** March 27, 2025  
**KIND OF MEETING:** ARS  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.  
**MEMBERS PRESENT:** Mr. Bilson, Mr. Cancemi, Mr. Capizzi Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo  
**MEMBERS ABSENT:** Mr. Bass (excused)

Mr. Laurrie presented Mr. McLeod with a certificate of completion for his mandated training.

Head Start Policy Council

Mr. Laurrie introduced the Policy Council, a required body of Head Start parents and community members who help lead and make decisions about their program. Policy Council members are elected by the parents of children enrolled in the program. Parents often join the Policy Council after serving on a parent committee.

Each member of the body in attendance introduced themselves, speaking briefly on their role in Policy Council, and what Head Start has meant to them and their child and family.

Dana Shank, HS/EHS Administrative Assistant/Child & Family Data Specialist, attended as well, and shared her story of involvement with the program.

Policy Council Parent Representatives:

- Lecheay Renford (Monte), Policy Council Chair and member of the DiFrancesco Head Start Parent Committee. Mr. Renford has two children, one at Head Start.
  - David Kubiak, Policy Council Vice Chair and Chair of the CEC Early Head Start Parent Committee. The Kubiaks have five children, one in Head Start.
  - Jessica Kubiak, Policy Council Parent Representative and Vice Chairperson of the CEC Early Head Start Parent Committee
- Policy Council Community Representative:
- Michele Timby, Niagara Falls Public Library Children's Librarian. Ms. Timby does story time with the Head Start children as well as serving on Policy Council.

Mr. Laurie shared that this is a federal program through Health & Human Services, but despite uncertainty at the federal level, the District is committed to the program and is watching developments carefully. The District is at work on ways to maintain education at the earliest ages in any case.

#### **2025-2026 General Fund Budget – Mr. Laurie/Mrs. Holody/Mrs. Jacklin**

Mr. Laurie shared that nothing has been adjusted on the revenue side. The Foundation aid is the only uncertainty, but it will be approximately \$7 million.

Changes to the draft budget document include:

\$631,163 for summer programming to include HS credit recovery, ESY, ELP and Camp Wolverine

Expiring grants include funds of 165,000 for STOP and McKinney-Vento

A gap of \$4,679,796 exists before use of reserves or fund balance

Total projected rev plus reserves \$198,925,895

Total projected appropriations \$202,690,136

Final Projected GAP (Total Revenue - Total Approp) \$3,764,241.00.

The budget elects an increase of 4.10% percentage including in budget without ABOFA project; 6.12% with ABOFA.

Mr. Laurie thinks there is enough money in the current year's budget to purchase the two salt trucks that the Facilities Administrator recommends. A bid will be put out shortly.

The State will be late with the budget.

A brief review of the agenda was held.

The Board entered executive session 6: 15 at on a motion by Mr. Vilardo seconded by Mr. Cancemi, for the purpose of discussing a personnel matter that may lead to the promotion or assignment of a person.

All in favor.

The Board exited executive session at 6:55 on a motion by Mr. Bilson seconded by Mr. Vilardo.  
All in favor.

## **REGULAR MEETING CALL TO ORDER**

Pledge of Allegiance by Alexianna Dolson, a student at Cataract Elementary School.

Reflection

Roll Call

**Mr. Bilson ,Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

**MEMBERS ABSENT: Mr. Bass, Mr. Capizzi, Mr. McCleod. (all excused)**

## **Letters and Communications**

Oral Communications - Public Comment on Agenda Items

Written Communications – None.

## **Recommended Actions from the Superintendent of Schools - Routine Matters**

The following were approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**MINUTES – February 2025 (SG 4)**

**APPROVAL OF BUDGET TRANSFER - #8 (SG 3)**

**The vote was as follows:**

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

Approval of the Bids – (SG 3) None

The following were received and filed:

**TREASURER'S REPORT – JANUARY 2024 (SG 3)**

**BUDGET STATUS REPORT – FEBRUARY 2025 (SG 3)**

The following was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

**PERSONNEL REPORT – CERTIFICATED (SG 2) (Attached).**

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**PERSONNEL REPORT - CLASSIFIED (SG 2)** (Attached). *Mr. Laurrie spoke about Congratulated Dr. Jo A. Silvaroli on her retirement, accepting her retirement with regret and appreciation. Her work during COVID was invaluable, she led the District through it with intelligence, passion, compassion and he wishes her health and peace in her next phase of life.*

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following were approved on a motion by Mr. Vilardo seconded by Mr. Cancemi

**REPORT FROM COMMITTEE ON SPECIAL EDUCATION (SG 1)**

**RECOMMENDATION:**

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following were approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.

**REPORT FROM COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (SG 1)**

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

.

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

**SHORT-TERM CONTRACTS (SG 1)**

1. Cold Narly Generation LLC Music Academy for Big Picture Students  
\$3,500.00 A2110.409.045.2280 March 12 – May 7, 2025
2. Niagara University Adult ENL Program \$9,035.50 F2110.400.098-2825 March - April 2025
3. Buffalo Hearing and Speech Center Independent Bilingual Speech Evaluation  
\$120.00 per hour Plus mileage F2250.404-098-0725 March, 2025
4. Play University Niagara Falls, NY Week of the Young Child Activities  
\$600.00 A2110.400.045.2280 April 10, 2025
5. Dan Cappellazzo Alumni Poster Series \$3,750 A1480.400.007 April, 2025
6. Surdej Web Solutions Budget Newsletter Copy and Photos \$1,200.00  
A2110.400.045.2280 March, 2025
7. Lisa McNair Keynote Speaker Rev. Dr. Martin Luther King  
Awards Celebration \$4,090.00 A1480.400.007 April 8, 2025
8. Feelings Rock Music Instruction PD Hyde Park \$100.00  
F2510.400.098.3125 April 7, 2025

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**  
**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.  
**HEAD START REPORTS** Attached.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

**Unfinished Business**  
**None**

**New Business**  
The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**6.01** Approval of the Continuation Application for the 2025/2026 Head Start/Early Head Start Grant ([SG 1, 3](#))

WHEREAS, On January 2<sup>nd</sup> 2021, the City School District of the City of Niagara Falls (hereafter known as "The District") submitted an application to become the provider of Head Start/Early Head Start services in Niagara Falls, NY; and

WHEREAS, The District was awarded the Head Start/Early Head Start Grant on September 8<sup>th</sup>, 2021, the District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; and

WHEREAS, The Head Start/Early Head Start Grant is funded from 09/01/2021 through 06/30/2026; and

WHEREAS, The Notice of Award indicates that the project period for Year 5 of the Head Start/Early Head Start Grant is 07/01/2025 – 06/30/2026, with a combined funding of \$2,438,041.00; and

WHEREAS, \$1,701,107.00 has been allocated to the Head Start Program. \$759,205.00 has been allocated to the Early Head Start Program. \$34,219.00 has been allocated to Training and Technical Assistance; and

WHEREAS, The Department of Health and Human Services, which is the department of the Federal Government that oversees the Head Start/Early Head Start Grant, has requested that the Governing Board, which has been designated as the Niagara Falls City School District Board of Education, approve the continuation application narrative for the 2025/2026 Head Start/Early Head Start project period, therefore be it

RESOLVED, That the Board of Education approves the attached continuation application narrative for the Head Start/Early Head Start Grant project period of 07/01/2025 – 06/30/2026; be it further

RESOLVED, The District Clerk has the authority to secure the signature of the President of the Board of Education; and be it further

RESOLVED, The President of the Board of Education is designated as authorized to sign the attached Continuation Application.

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NY #02CH012103**  
**HEAD START / EARLY HEAD START**



# NON-COMPETING CONTINUATION GRANT APPLICATION 07/01/2025-06/30/2026

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**Introduction & Background**

The Niagara Falls City School District (NFCSD) is submitting this Non-Competing Continuation Application for the District’s Head Start / Early Head Start Program for the upcoming budget period providing funding from July 1, 2025 through June 30, 2026. The City School District of the City of Niagara Falls (the District) was awarded the Head Start / Early Head Start Program Grant in September 2021 as per the Notice of Grant (NOA) dated 09/08/2021. From September through December 2021 an interim grantee continued administering the Head Start / Early Head Start program. The NFCSD hired the employees previous employed by the interim grantee to ensure continuity of the overall HS/EHS program for children, families, and staff. As a new grantee, the NFCSD began full administration of the Head Start / Early Head Start grant on January 1, 2022; thus, we only operated the program serving children for a six-month period (January – June 2022) of Fiscal Year 2022 – 2023. As a result, our Baseline Application submitted in year one generated limited data as we were just open a few months when it was due. At the time of writing this Non-Competing Continuation Application the program has been in operation for just over 3 years as a new first time Head Start grantee and approximately 6-months into our third full school / program year.

**Section I. Program Design and Approach to Service Delivery**

This Program Design and Approach to Service Delivery follows the guidelines for the Continuation Application.

**Subsection A: Goals**

There are no additions, deletions, or revisions to the program goals. The Niagara Falls City School District’s Head Start / Early Head Start maintains the following program goals as outlined in the District’s Baseline Application. The scope of work under the Head Start / Early Head Start grant for subsequent funding years is grounded in these original established program goals and objectives. It is anticipated that program goals and objectives may change following our first five-year funding cycle operating Head Start / Early Head Start under the administration of the District. Progress to-date for each program goal is in bold italics in the chart below.

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                      |
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| Program Goal 1: All NFCSD HS/EHS children will receive a high-quality education that ensures they are ready to succeed in school while respecting families as primary partners in their children’s education. |                                                                                                                                                                                                                                      |
| Objectives                                                                                                                                                                                                    | Activities/Action Steps and Methods to Meet Objectives                                                                                                                                                                               |
| 1. All NFCSD HS/EHS classrooms will provide high-quality, culturally responsive                                                                                                                               | <ul style="list-style-type: none"> <li>Conduct pre-and post-CLASS observations in HS classrooms</li> </ul> <p><b><i>Progress: Pre-CLASS observation completed for the current school / program year. Average CLASS Score</i></b></p> |

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| <p>learning environments as measured by the Classroom Assessment Scoring System (CLASS) and Teaching Strategies Gold scores.</p> <p>2. All NFCSD HS/EHS classrooms will provide a high-quality socially and emotionally responsive learning environment as measure by Pyramid Model professional practices indicators</p> | <p><b>are as follows: Emotional Support – 5.7, Classroom Organization – 5.4, and Instructional Support – 5.2. All exceeding the minimum threshold scores per the Head Start Program Performance Standards.</b></p> <ul style="list-style-type: none"> <li>• Provide and/or facilitate coaching activities based upon CLASS and Teaching Strategies Gold (TSG) benchmarks<br/><b>Progress: Math, language and literacy trainings for teachers completed. Pyramid Model Preschool training for HS and Pyramid Model Infant – Toddler training for EHS. Second Step Curriculum Training for HS.</b></li> <li>• Provide and/or facilitate professional consulting related to CLASS and TSG<br/><b>Progress: Training provided by TSG Early Learning Solutions Specialist pertaining to lesson plans, DAP, and cloud access for resources and professional development was held during pre-service with follow up and ongoing support throughout the school / program year.</b></li> <li>• Teachers utilize the Early Childhood Environment Rating Scale (ECERS) in HS classrooms and Infant Toddler Environment Rating Scale (ITERS) in EHS classrooms to establish quality in all early learning environments<br/><b>Progress: ECERS and ITERS are utilized annually in beginning of the school year as the foundation for classroom arrangement. Initial training on both ECERS and ITERS was provided during pre-service in 2022 – 2023 with continued support and follow-up training in subsequent years as a component of our program’s participation in QUALITYstarsNY. Throughout the school year, teachers refer to ECERS-3 and ITERS-3 to ensure their classrooms are developmentally appropriate. Inventory of Practice (IOP) is also utilized as a key component of the Pyramid Model.</b></li> <li>• Develop strategies to increase attendance of children<br/><b>Progress: Systems and processes have been put in place for family service team to follow-up and support families that has resulted in improvement in attendance since taking over the program in January 2022.</b></li> <li>• Provide staff training on Pyramid Model (PM)<br/><b>Progress: HS teaching staff received PM training in the spring of 2022. EHS staff completed PM training in fall 2023.</b></li> <li>• Conduct PM indicators assessment<br/><b>Progress: All teaching staff completed a personal Inventory of Practice (IOP) to identify training needs and develop a plan of action. The IOP is also used by the practice-based coach as a tool to provide professional development and guidance.</b></li> <li>• Provide and/or facilitate coaching activities based upon the assessment of Pyramid Model indicators<br/><b>Practice-based coach from Niagara University provided training since September, while using the Inventory of Practices as a tool for targeting indicators and providing intentional coaching.</b></li> </ul> |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b><i>Coaching supports have evolved during this current school / program year and provided by multiple partners.</i></b></p> <ul style="list-style-type: none"> <li>• Partner with behavioral health and mental health consultants when needs are identified that require functional behavior support plans and top tier interventions.</li> </ul> <p><b><i>Progress: Partnership is in place with BestSelf Behavioral Health that includes intern, consultations, resources and supports that meet the Head Start Program Performance Standards. This includes training and coaching in classrooms on Child Directive Skills utilizing the evidence-based model of Teacher-Child Interaction Training. The associate director of The Institute on Trauma and Trauma-Informed Care, Buffalo Center for Social Research, UB School of Social Work, has provided services both in the classroom and one on one with staff. Additionally, during the current school / program year the Head Start Management Team received professional development on Trauma Informed Care for Supervisors and all staff received professional development on Trauma-Informed Care 101 – An Introduction.</i></b></p> <ul style="list-style-type: none"> <li>• Partner with Niagara University Early Childhood Initiatives for professional development and coaching support</li> </ul> <p><b><i>Progress: Initially, practice-based coach observes in classrooms on regular basis and meets with teaching teams. NU also provided professional development with a focus on language and literacy. Many HS teachers attended the Early Childhood Mental Health Summit at Niagara University in 2023. We have now added coaching supports from PEDALS – Positive Emotional Development and Learning Skills along with the Second Step Curriculum. We are also growing our own internal coaches during the current school / program year.</i></b></p> |
| <p>Program Goal 2: All NFCSD HS/EHS children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services to ensure they are ready to succeed in school. Services will engage parents as lifelong learners and primary partners, support families in making connections with peers and community, improve parent and child relationships, and improve family well-being.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Objectives                                                                                                                                                                                                                                                                                                                                                                                                                       | Activities/Action Steps and Methods to Meet Objectives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ol style="list-style-type: none"> <li>1. All children enrolled in NFCSD HS/EHS will achieve healthy indicators in the areas of health and nutrition.</li> <li>2. All families will be engaged and informed of their child's health status and will be provided opportunities and</li> </ol>                                                                                                                                     | <ul style="list-style-type: none"> <li>• Ensure timely health, dental, vision, and hearing screenings and referrals</li> </ul> <p><b><i>Progress: Our Health Coordinator completes vision and hearing screenings are completed in-house as well as the child's physical as indicated on the physical form indicates they have not already been performed by a physician. All screenings are completed within 45 days of each child's first day in the program. Partnership with University Pediatric Dentistry – hygienist visits center every two months to conduct dental screenings.</i></b></p> <ul style="list-style-type: none"> <li>• Partner with Community Health Center, University of Buffalo Dental Clinic, Help Me Grow, WIC, BestSelf</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <p>supports to ensure their child's identified health needs are met.</p> <p>3. All classrooms will demonstrate trauma-informed practices to establish a healthy, nurturing, and supportive environment for children, families, and staff.</p> <p>4. All NFCSD HS/EHS children and their families will receive comprehensive social and emotional support and services for healthy development and overall well-being.</p> | <p>Behavioral Health, Cornell Cooperative Nutrition Program, Niagara University Nursing Department, Niagara County Health Department, and other community-based health and mental health organizations to access resources and services.</p> <p><b><i>Progress: Representatives from all above listed community partners serve on the Health Service Advisory Committee. All serve as partners and provide resources and services to our program.</i></b></p> <ul style="list-style-type: none"> <li>• Partner with health insurance providers and facilitated enrollers to help families access health insurance and link them to a medical home<br/><b><i>Progress: 100% of our enrolled families have health insurance. Fidelis Health is a partner and serves on our Health Services Advisory Committee (HSAC).</i></b></li> <li>• Access the expertise of the district's medical director.<br/><b><i>Progress: The District Medical Director provides instrumental guidance with individual health care plans, health alerts, and guidance as it pertains to any health and/or medical related matters. Also, provides guidance pertaining to staff and child incident reports and best practice/policies pertaining to the children and staff health while in the centers.</i></b></li> <li>• Utilize the collective expertise and resources of the already established HS/EHS Health Advisory.<br/><b><i>Progress: The Health Services Advisory Committee has been established and meetings held biannually. The committee consists of policy council members, parents, community members and representatives from several organizations in the health care field, including pediatrics, pediatric dentistry, lead prevention, mental health. A mental health/behavioral health/wellness sub-committee has been formed during the current school / program year.</i></b></li> <li>• Develop strategic partnerships with and access the services of early childhood mental health consultants and trauma-informed care organizations in the community<br/><b><i>Progress: The associate director of the University of Buffalo Institute of Trauma and Trauma Informed Care (ITTIC) has partnered with us to complete observations in classrooms, and work with staff to offer mental health care pertaining to the classroom. The Infant and Toddler Mental Health Specialist from the Child Care Community Clearing House of Niagara has partnered with our EHS center, and provides services for the EHS teachers. A new partnership with BestSelf Behavioral Health was added this year that enhances this aspect of the program.</i></b></li> <li>• Provide staff training in Trauma-Informed Care (initial and follow-up training)<br/><b><i>Progress: Introduction Training in Trauma-Informed Care took place during pre-service 2022, provided by the ITTIC, and a follow up training on Trauma-Informed Care: Understanding the Relationship Between Trauma and Social-Emotional Wellness was</i></b></li> </ul> |
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|  | <p><i>provided during the January 2023 professional development day by an education consultant. During the current school / program year both ITTIC and BestSelf have provided professional development on this topic with additional supports and resources to ensure we meet the Head Start Program Performance Standards.</i></p> <ul style="list-style-type: none"> <li>• Access resources from the NYSA of Infant and Early Childhood Mental Health<br/><i>Progress: Resources and supports shared with staff by the Infant and Toddler Mental Health Specialist</i></li> <li>• ACES Training is provided to all staff from NYS OCFS<br/><i>Progress: Adverse Childhood Experiences (ACEs) Training provided by education consultant Christine Fecio during pre-service. Both ITTIC and BestSelf have delivered follow up trainings on this topic with additional supports built in during the current school / program year. Including Mental Health First Aid for staff and parents.</i></li> <li>• Family services staff receive train the trainer in Pyramid Model training for families: Parents Interacting With Infants (PIWI) and Positive Solutions for Families so that they can provide training and resource supports to NFCSD HS/EHS families.<br/><i>Progress: Family services staff received training on Parents Interacting With Infants. PIWI workshops provided in collaboration with Parent Network of WNY and Niagara University have taken place at our EHS center, and Positive Solutions for Families is scheduled to take place in April and May 2024 for preschool aged children. These were also offered in Spring 2023.</i></li> <li>• Partner with the Parent Network of WNY and District's Focus of Families to provide parents with training using a valid and reliable parenting curriculum.</li> <li>• <i>Progress: The Parent Network of WNY provides the following parent education programs for our parents annually: Positive Solutions for Families &amp; Parents Interacting With Infants. In a partnership with the District's parent education program, Focus on Families, information is shared with HS and EHS families regarding parenting programs using the Incredible Years curriculum and other events such as toddler play groups.</i></li> <li>• Track child, family and PIR data in ChildPlus<br/><i>Progress: The family services team, along with teaching staff, data entry and family advocate's monitor ChildPlus for compliance daily, weekly, and monthly, as needed per area. The Administrative Secretary/ChildPlus Specialist updated our ChildPlus database to ensure alignment to the most current PIR. She has added tabs in several areas to make the database more user friendly and ensure compliance. Various ChildPlus reports are generated regularly for quality assurance and oversight. PIR data is reviewed by the HS/EHS management team quarterly and used for planning monitoring purposes.</i></li> </ul> |
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| Program Goal 3: NFCSD HS/EHS will strengthen parent/family engagement in all aspects of the program so that parents/families will nurture their child’s learning and development in order for their child to be successful in kindergarten and beyond; while also improving their own skills and building their family’s functioning capacity.                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <ol style="list-style-type: none"> <li>1. NFCSD HS/EHS will strengthen existing and establish new strategic partnerships within the community to facilitate coordinated systems improvements and ease of access for NFCSD HS/EHS families as measured by MOUs, Partnership Agreement, and family outcomes survey data.</li> <li>2. NFCSD HS/EHS families will demonstrate increased family functioning as measured by family outcomes data.</li> </ol> | <ul style="list-style-type: none"> <li>• Develop Family Outcomes Survey<br/><b>Progress: Family Outcomes Survey was developed and administered at the end of 2023 – 2024 school / program year during the final home visit.</b></li> <li>• Administer Family Outcomes Survey and establish baseline data<br/><b>Progress: 2023 – 2024 was the first year administering the Family Outcomes Survey at the culmination of our first full school / program year. Results were highly favorable and we are refining the process for future years. Revisions have been made as we plan for this to be utilized at the culmination of the current school / program year.</b></li> <li>• Develop MOUs and Partnership Agreements with community-based partners<br/><b>Progress: Various partnerships are in place and more continue to evolve. Some such as the University of Buffalo Institute of Trauma and Trauma Informed Care (ITTIC) are existing partners to the NFCSD and HS / EHS has been included. Additional partnerships have been developed with University Pediatric Dentistry, Niagara University, Help Me Grow WNY, Parent Network of WNY, PEDALS, Foster Grandparent Program, Childcare Clearinghouse of Niagara, Child Advocacy Center and BestSelf Behavioral Health.</b></li> <li>• Review and revise the Family Partnership Agreement used by the interim grantee with input from families and the family services team<br/><b>Progress: The Family Partnership Agreement was revised after receiving input from families and Training and Technical Assistance Specialists.</b></li> <li>• Analyze the development and completion of goals established in the Family Partnership Agreement process to improve programs and services<br/><b>Progress: This was completed over the summer of 2022 and strengthened in the summer of 2023 based upon the Family Partnership Agreement process already in place when we took over administration of the program from the interim grantee. It was further</b></li> </ul> |

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|                                                                                                                                                                                                                                    | <p><i>refined in summer 2024 with support from Training and Technical Assistance.</i></p> <ul style="list-style-type: none"> <li>Continue to develop resources and processes to collect and analyze family outcomes data<br/><i>Progress: Training and Technical Assistance has provided initial and subsequent trainings for the family services team to enhance this area. A training for our HS / EHS Management Team was held in the summer of 2024. An additional training is being planned for the summer of 2025 for the HS/EHS Management Team on data collection, analysis and interpreting data to make informed decisions to strengthen this area even further.</i></li> <li>Track and analyze data gathered from parent/family engagement and training activities<br/><i>Progress: Systems have been developed and implemented to strengthen this area.</i></li> <li>Roster of parents/families and staff attending trainings<br/><i>Progress: Sign in/out sheets for parent/family and staff trainings are documented and maintained in program files. Staff and parents also complete a survey following all professional development, trainings, and workshops.</i></li> <li>PIR data collected in ChildPlus<br/><i>Progress: PIR data is input and tracked in ChildPlus. Data is checked periodically for quality assurance.</i></li> <li>Update Community Needs Assessment (CNA)<br/><i>Progress: Our Community Needs Assessment was updated in 2024. Findings inform decisions regarding HS / EHS program design and potential Change of Scope Amendment in the future. We also utilize community needs data from our community partners. Several community needs were identified by our partners at the Niagara County Health Department and Niagara Falls Memorial Medical Center and shared with us to update our community needs assessment. Additional data was obtained by secondary sources such as data collected by the New York State Department of Health, U.S. Census Bureau and County Health Ranking and Road Map.</i></li> <li>Use analysis of CNA to respond to emerging and changing needs to better meet the needs of the HS / EHS families in the city of Niagara Falls<br/><i>Progress: Recent Community Needs data was shared with us by various community partners. This data is analyzed along with district and HS / EHS child and family data to inform our program decisions and better meet the needs of children and families. Our updated CNA data is reflected in this Non-Competing Continuation Application and informs program decisions.</i></li> </ul> |
| Program Goal 4: All NFCSD HS/EHS children with disabilities will experience high-quality inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| 1. All children enrolled in NFCSD HS/EHS                                                                                                                                                                                           | <ul style="list-style-type: none"> <li>Strengthen existing relationship between the HS/EHS disability services coordinator and CPSE chair and Early</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <p>with an Individualized Education Plan (IEP) or an Individualized Family Service Plan (IFSP) will demonstrate growth in goal attainment described in their individual plan.</p> | <p>Intervention director to ensure strong coordinated and collaborative communications are maintained<br/> <b>Progress: Strong partnerships have been formed between the Head Start Education Supervisor who oversees disabilities and both the district's Committee for Preschool Special Education chair and the Early Intervention (EI) director of Niagara County. After collaborative meetings with the mentioned parties, systems have been established to ensure a smooth process when referring a child for evaluation. Expectations are clear and communication is strong. All education staff received initial training in the referral and evaluation process during preservice in August 2022 and annually in subsequent years. This area continues to be strengthened as the program evolves.</b></p> <ul style="list-style-type: none"> <li>• Ensure effective multidisciplinary team meetings and other collaboration meetings are used to proactively address individual children's strengths and needs.<br/> <b>Progress: Multidisciplinary Team (MDT) meetings are held monthly, and include the child's teacher, family advocate, education supervisor (disabilities manager) and center director. Others may be asked to join if necessary, such as an early childhood coach or therapist. Children's strengths and needs are discussed, and determinations are made regarding the referral process or modifications to children's individualized plans. The education supervisor (disabilities manager) advises and provides paperwork pertaining to a referral if needed, so the process is efficient with no delay.</b></li> <li>• Establish collaborative relationships between HS/EHS teachers and therapists and other service providers to ensure coordinated efforts that support attainment of goals identified in the Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP)<br/> <b>Progress: Service Provider contacts are completed every November, February and May – teachers contact each therapist an individual child sees, and completes a form with a thorough progress update. Teachers incorporate IEP and IFSP goals into their weekly lesson plans, and individualize for every child in the classroom. All staff maintain flexibility in their schedules to ensure therapists are able to visit the center and conduct their therapy session with the children.</b></li> <li>• Conduct pre-and post-CLASS assessments<br/> <b>Progress: Pre-CLASS assessment completed in HS classrooms by the education supervisor, a certified CLASS observer. Our classroom CLASS Scores exceed the threshold established by the Head Start Program Performance Standards as follows: Emotional Support – 5.7, Classroom Organization – 5. 4, and Instructional Support – 5.2.</b></li> <li>• Pyramid Model Indicators assessment<br/> <b>Progress: Inventory of Practices for Promoting Social-Emotional Competence is utilized by all HS and EHS</b></li> </ul> |
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|  | <p><i>teachers to identify individual needs, establish goals and action plans in consultation with their coach.</i></p> <ul style="list-style-type: none"> <li>• Provide Pyramid Model resources, training and supports for families<br/><i>Progress: Parents Interacting With Infants (PIWI) and Positive Solutions for Families workshops are offered annually for families to attend.</i></li> <li>• Partner with the Parent Network and other programs to support families in developing advocacy skills. <i>Progress: Opportunities are being provided to families through the PIWI and Positive Solutions evidence-based programs offered to parents in partnership with the Parent Network.</i></li> <li>• Family outcomes data collection<br/><i>Progress: This area has been strengthened since first taking over administration of the program in January 2022 and continues to evolve. Trainings and Technical Assistance Specialists assigned to our program have provided training to our family services/ERSEA coordinator and our family services team. This area continues to be strengthened as the program evolves. In June/July 2025 it will be the culmination of our third full HS / EHS school / program year of family outcomes data collection. This data will be assessed to determine family outcome measures with ongoing assistance from T &amp; TA Specialists.</i></li> </ul> |
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### 3. School Readiness Goal Alignment

There have been no changes made to our School Readiness Goals. We developed and submitted our detailed School Readiness Goals and Alignment document as an attachment to our previous Continuation Application.

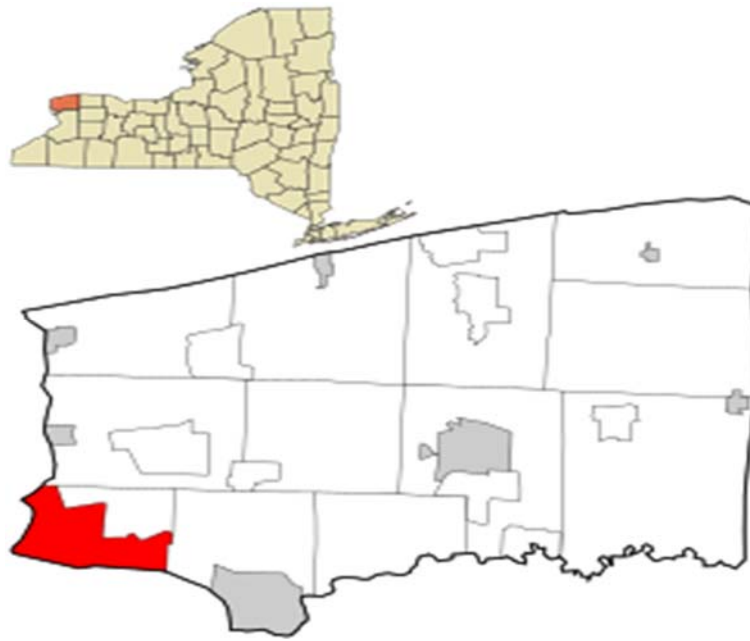
Our School Readiness Goals and Alignment document includes each domain of the Head Start Early Outcomes Framework (HSEOF) aligned with our school readiness goals, as well as New York State Early Learning and Development Standards. This alignment includes the following; School Readiness Goals, Head Start Early Learning Outcomes Framework: Ages Birth to Five, Teaching Strategies Gold (TSG), The Creative Curriculum (CC), NYS Kindergarten Learning Standards, and Niagara Falls City School District Kindergarten Performance Objectives. All early childhood programs in the district use The Creative Curriculum and Teaching Strategies Gold. Children's progress is monitored and evaluated through TSG, which makes for a smooth transition from Head Start to kindergarten and from Early Head Start to Head Start.

#### **Sub-Section B: Service Delivery**

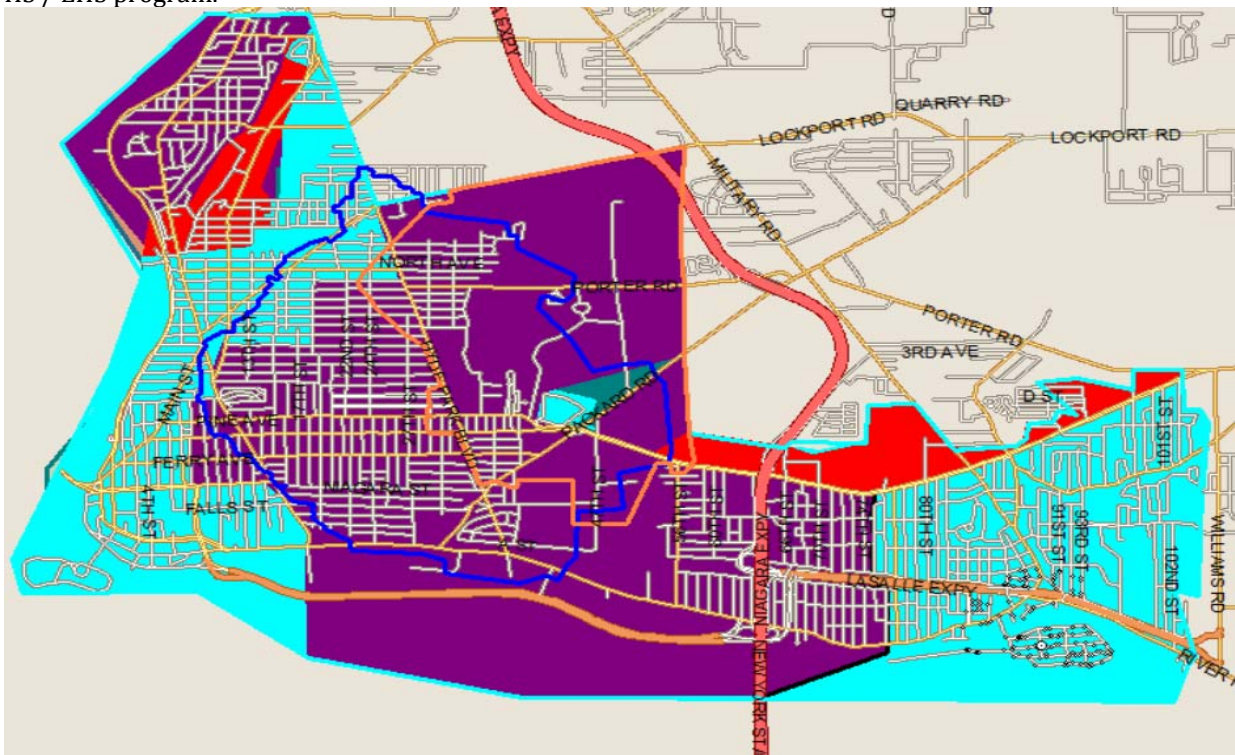
Information provided below follows the directions and required format for the Non-Competing Continuation Application. We have included the most up-to-date community assessment data where appropriate in this section.

#### **1. Service and Recruitment Area-**

The Head Start / Early Head Start service area remains the same, the city of Niagara Falls, New York. The city of Niagara Falls is located in the extreme western part of Niagara County, just north of Buffalo and adjacent to Lake Ontario on its northern border and the Niagara River and Canada on its western border. The city is within the Buffalo–Niagara Falls metropolitan area and is approximately 15 miles north of Buffalo, New York. The map in the next section shows New York State with Niagara County shaded in red. Likewise, the city of Niagara Falls is shaded in red on the map of Niagara County.



Below is a map of the city of Niagara Falls showing the service and recruitment area for the District's HS / EHS program.



The most concentrated area of poverty in Niagara County is in the city of Niagara Falls which has the largest population totaling 47,285. Niagara Falls is currently declining at a rate of -0.74% annually and its population has decreased by -2.55% since the 2020 census, which recorded a population of 48,520. Approximately 43% of all people residing in the city of Niagara Falls are living below the poverty level or up to 200% of the Federal Poverty Level. In contrast the percentage of people are living in or near poverty is 28% in Niagara County and 28.8% in New York State. Poverty is most prevalent among African Americans which have the largest minority representation in the population and make up 33% living below poverty level. Since the pandemic deep poverty is worsening. A total of 5,541 residents representing 11.7% of the city's population have incomes below \$10,000. Ten, years ago the poverty rate was 7.6%. More than half of single parents and 43% of

children under 18 live in poverty. The most recent population data in the city of Niagara Falls estimates that 6% (2,642) of the city's population are children under 5 years of age.

Indicators of need for Head Start and Early Head Start include parental unemployment, food insecurity, low levels of parental educational attainment, high numbers of single parent female-headed households, family poverty, racial differences in student achievement, and health disparities.

The median household income in Niagara County is \$65,882, in contrast, the median household income in the city of Niagara Falls is \$43,336 which is 42% less than that of the state. The median income for an individual is \$31,218, which is 27% less than that of the state. About two-thirds of jobs in Niagara Falls pay less than \$40,000 per year, with an average earning of \$37,600.

Educational attainment levels in the city of Niagara Falls are low particularly as it concerns the percentage of adults over the age of 25 who have a bachelor's degree (13%) or post graduate degree (9%). The overall higher education is well below the rate of New York State (40%). The majority of current residents over the age of 25 in the city of Niagara Falls have a high school diploma or equivalency diploma (35%). The percentage of those with a 9<sup>th</sup> to 12<sup>th</sup> grade education is 9% and 4% have less than 9<sup>th</sup> grade education.

Six of the top ten employers are in tourism and retail. These industries are typically lower-paying and offer only part-time or seasonal employment and are among some of the hardest impacted by the COVID-19 pandemic. Our Head Start / Early Head Start family data reveals many of our working families are employed by these industries.

COVID-19 has had a major impact on the lives and well-being of the residents in the city of Niagara Falls and most people worldwide. The pandemic brought about an unprecedented economic upheaval to the city of Niagara Falls, the larger western New York region and throughout our country. The impact continues to be felt by both residents and many employers.

As we all adapt to a post-pandemic world, the NFCSD HS / EHS program continues the quest to restore stability, improve quality of life and access to early education services for children and families offering a birth-to-five educational experience. At the same time, the District continues to act as a convening agency for all community partners in the city so comprehensive services to all district families and children are linked from cradle to career-development programs that can be established and sustained.

## **2. Needs of Children and Families**

According to the most recent US Census data available, within the city of Niagara Falls there are 2,056 children aged 0-3 of which an estimated 945 are eligible for EHS based on a poverty rate of 46% for children under five years of age. There are 1,328 children aged 3-5 years of which an estimated 650 are eligible for HS, totaling 1,595 children eligible for the NFCSD HS / EHS program. There is a greater need to EHS services as reflected on our current waitlist. There are limited child care providers in the city of Niagara Falls licensed for infants and toddlers.

The impact of the COVID-19 pandemic continues to be experienced by our children and families in the city of Niagara Falls. We saw the attendance of both children and staff affected during our first full school / program year 2022 – 2023 as well as subsequent years, as waves of COVID-19, RSV, Norovirus, and the flu have been persistent and prevalent. In recent months the human metapneumovirus (HMPV) has also emerged in the community. Our family services team have continuously worked with numerous community agencies to assure children and families have food, shelter, and health care needed to remain safe and well. Although many families in the city of Niagara Falls have returned to work in the past year, it is still a challenge to enroll new children, in some instances. Main reasons included, parents working inconsistent hours; indecisiveness regarding sending children to program vs having family member care for their child in their own home. There are also parents that prefer to enroll their preschool age child in the District's Pre-K 3 or Pre-K 4 program over Head Start out of convenience because older siblings attend elementary school in the same school building.

Several community needs were identified by our partners at the Niagara County Health Department and Niagara Falls Memorial Medical Center and shared with us to update our community needs assessment. Additional data was obtained by secondary sources such as data collected by the New York State Department of Health, U.S. Census Bureau, American Community Survey, and County Health Ranking and Road Map.

The primary needs and poverty rates of children and families in the city of Niagara Falls as reported in the original grant remain high, with lack of access to stable affordable housing, food insecurity, health services, and limited educational attainment among families. This is consistent with

what our family advocates have obtained as a part of determining our family needs. These factors result in reduced upward mobility and children's increased likelihood of exposure to adverse early childhood experience and trauma. Moreover, the COVID-19 pandemic caused unprecedented stress for children of all ages and families in the city of Niagara Falls and throughout our country. The aftermath of the pandemic remains as COVID-19 has brought considerable disruption to the way most people live, work, study, and access health care and other resources. The city of Niagara Falls, like other communities throughout the country and worldwide is still coping with and navigating the aftermath and recovery. Suffice to say, the landscape in many ways remains unsettled and has not fully returned to pre-pandemic times.

The most recent Community Health Needs Assessment report for Niagara County indicates 43.53% of survey participants report mild stress such as occasional worries related to the COVID-19 pandemic and 24.88% report moderate stress with frequent worries, often anxious, sad or angry, or some trouble sleeping and 7.77% reported severe stress with constantly feeling extremely worried, anxious, sad, angry, or trouble sleeping. This survey was shared with city residents and district-wide. Participants of the survey included Head Start / Early Head Start staff and parents.

The Federal government has deemed the majority of the city of Niagara Falls' land areas as a Medically Underserved Area (MUA) as a result of the city's pervasive poverty rates, high infant mortality rates and shortage of primary care physicians. Given the number of primary care doctors in the city fall below Federal standards, the Federal government has also designated most of the city of Niagara Falls as a Health Professional Shortage Area (HPSA).

The lack of transportation is also a major concern in the city of Niagara Falls. Bus transportation routes and schedules are limited. Nearly 20% of city residents do not have access to a motor vehicle, underscoring the need to promote local health care access. Many of our Head Start / Early Head Start parents (and some staff) rely on family and friends for transportation to and from appointments, work, and school.

### **3. Chosen Program Options and Funded Enrollment Slots**

At this time, there are no requested changes to program options or our funded enrollment. NFCSD is funded to serve 181 children which includes 141 children aged 3-5 years through Head Start and 40 children aged 0-3 years in Early Head Start. NFCSD meets the required adult-child ratios and group sizes in compliance of both the New York State Office of Children and Family Services (NYS OCFS) and Head Start Program Performance Standards (HSPPS). In HS classrooms, there is one teacher/adult for every 8 children. The typical group size is no more than 16 children when the majority of the children in the classroom are aged 4 years and no more than 14 children when the majority of enrollment in a classroom is aged 3 years. In EHS, there is a 1:4 ratio (two teachers/adults) and a group size no larger than 8 children. These ratios and group sizes in both HS and EHS classroom conform to the HSPPS and OCFS.

The 2025 – 2026 school / program calendar is in development at this time, but our program ensures that HS children are provided with a HS program that exceeds the minimum of 1,080 hours annually and the EHS children are provided with a program that exceeds the minimum of 1,380 hours annually in adherence with the Head Start Program Performance Standards (HSPPS). The calendar will be presented to the Board and Policy Council in April or May as this is typically the timeframe they are completed and approved.

NFCSD delivers HS / EHS through two program options: HS center-based and EHS center-based services. The community need for programs that offer children opportunities for socialization, for developing social skills, and increased exposure to environments that promote school-readiness and comprehensive health services is best met through this center-based program option. The program options chart is included as an attachment to this document providing an overview of the program, and shows the number of infants, toddlers, and preschoolers served in our program for the upcoming school / program year.

a. The program locations as indicated in HSES.

We are operating in two locations during the current 2024 – 2025 school / program year. Our Early Head Start program is offered in the district's Community Education Center and our Head Start location is in the DiFrancesco Center, a former elementary school once owned by the district. The DiFrancesco Center has been a Federal interest property for the past several years under various Head Start grantees. As the HS / EHS grantee for the city of Niagara Falls, the title to this building was transferred from the interim grantee CDI to the district in January of 2022.

b. Enrollment reduction: Not applicable at this time, but is being considered.

c. Conversion: Not applicable at this time, but is being considered.

#### **4. Centers and Facilities**

The District's Early Head Start program is housed in the Community Education Center and is licensed by the NYS OCFS to serve 40 infants and/or toddlers. The DiFrancesco Center is licensed to serve 141 Head Start students (3-4 years old). When submitting the Baseline Application and our first Continuation Application it was anticipated that the District would acquire the title of another Federal interest property that the previous grantees had operated an EHS program. This building served HS / EHS in the city of Niagara Falls for more than a decade and was known as the Donovan Center. Since this building was not transferred to the NFCSD, we are operating two, rather than three program facilities. The District remained hopeful that the building would eventually be acquired, but in early 2024 we were informed that the Office of Head Start has determined the building will be sold. This has derailed our initial plans to submit a Change of Scope amendment as we hoped to serve more EHS students had we acquired the Donovan Center.

***The DiFrancesco Center:*** This center is located in the heart of the city of Niagara Falls and licensed by OCFS to operate as a HS only location. It is conveniently located within walking distance of two elementary schools that receive Head Start children as kindergarteners and offers a more convenient location for families who have other children attending in these nearby elementary schools. It is also located two blocks from a bus route on nearby Pine Avenue.

***Community Education Center:*** The Community Education Center (CEC) is a District owned building that was an elementary school prior to being utilized as the CEC. It is located in the LaSalle area of the city of Niagara Falls and serves all 40 of our Early Head Start children.

The CEC is also the home of NFCSD's community education programs such as GED and is nested within the same building as the Focus on Families home visiting program. It is located near an elementary school that will receive some of the children as kindergarteners.

While our HS / EHS program does not provide transportation, both centers are either located by a nearby transportation center or within a few blocks from a bus route.

#### **5. Eligibility, Recruitment, Selection, Enrollment and Attendance**

The Criteria for Selection was reviewed and approved by the Policy Council (PC) with no changes at this time. It has now been submitted to the governing body for review. A review of the Criteria for Selection by both the PC and governing body occurs annually. A copy of the current Criteria for Selection is included as an attachment to this Non-Competing Continuation Application.

When NFCSD took over the program, during those first six months in operation it was found that many posters were advertised throughout the city with the interim organization's contact and registration application information. It took some time, though we were able to get them all down and replace them with new posters displaying our contact and registration application information. Last year was our first full cycle of recruitment efforts under the District. Registration application packets were made available in every District building, and were sent home in the District wide newsletter to all residents in the city. Our family and community services team has participated in recruitment events, such as the District's Pre-K Jamboree every August, and attend an annual event in April called, "Walk Against Child Abuse." These are just a couple of examples of the types of events in the city that are used as recruitment opportunities.

A unified application registration process for all early childhood education programs under the District was developed, and has made the registration process more streamlined and convenient for families. All registration takes place at the District's central registration office, and the applications are distributed to the appropriate ECE programs. The Superintendent includes information about registering for the District's ECE programs, that include HS / EHS in his weekly robo-calls to the community and in regular updates via email to the school community.

#### **6. Education and Child Development**

The NFCSD is using the Creative Curriculum for Infants/Toddlers and Twos (CC-IT2) in EHS and the Creative Curriculum for Preschool in HS (CC-Pre-K). The Creative Curriculum is scientifically valid and evidence based. The curriculum aligns with the Head Start Early Learning Outcomes Framework (HSELOF) and the New York Early Learning Guidelines (NY-ELGs) and there are no changes to this area at this time.

To measure the quality of teacher-child interactions in the classrooms, as well as adhere to tools incorporated into the HSPPS, our program uses the Classroom Assessment Scoring System (CLASS). The CLASS assessment is divided into three domains; emotional support, classroom organization, and instructional support. Our program average scores exceed the minimum threshold

scores: Emotional Support – 5.7, Classroom Organization – 5.4, and Instructional Support – 5.2. The first two domains include the dimensions positive climate, negative climate, teacher sensitivity, regard for student perspective, behavior management, productivity, and instructional learning formats. Within each dimension lie indicators, which are divided in to low (1,2), mid (3,4,5), and high (6,7) range. The teaching staff in all six classrooms scored in the mid to high range in the above, mentioned dimensions. The lowest score in any area for one classroom is for Instructional Support – 3.7 and this is a classroom with more children identified with emotional/behavioral and learning challenges. Additional classroom coaching, resources, and support is being provided for the children and the teacher in this classroom.

With the data provided by CLASS, our program will develop plans for making systematic improvements in all areas in need of improvement. With intentional planning, we will use the information to provide workshops and trainings aimed at improving teacher knowledge on how to implement high quality instructional strategies. This, in conjunction with the Early Rating Scales (ERS), the ECERS and ITERS as program assessment tools, aid our program in assessing the quality of our early childhood learning environments, and target areas that need strengthening. The HS / EHS program is participating in QUALITYstarsNY and receives coaching and support in using the Early Childhood Environment Rating Scale – 3 (ECERS-3) and Infant Toddler Environment Rating Scale – 3 (ITERS-3) from a Quality Improvement Specialist assigned to our program. Both our Head Start and Early Head Start programs have been awarded a 4-star provisional rating out of 5 stars as indicator of quality.

The onsite practice-based coaching model is a requirement of Early Head Start as stated in the Head Start Program Performance Standards. The Head Start Early Care and Learning Knowledge Center defines practice-based coaching as “a... strategy that uses a cyclical process... that supports teachers’ use of effective teaching practices that lead to positive outcomes for children.” This method is all about ongoing, collaborative partnerships between coaches and teaching staff, tailored to meet a teacher’s individual learning goals and drive Head Start performance standards. For this reason, the District’s Early Head Start Program implements this practice-based coaching model. During the 2023 – 2024 school year the District was able to contract with Child Care Resource Network to provide coaching through The WNY Infant Toddler Resource Network – Regional Infant Toddler Technical Assistance Center, a program funded by a NYS Office of Child and Family Services grant which is held by Child Care Resource Network. Under this grant, Infant Toddler Specialists provide infant and toddler specific training, coaching, and consultation within the eight counties of WNY. Therefore, the coaching services for EHS during the current school year were able to be provided at no cost to the District. However, they were unable to provide the same support during the current school / program year. After consulting the Regional and State Pyramid Model Team seeking additional coaching support, we learned there is a shortage of coaches. Therefore, we have begun developing our own internal coaches. Two of our educators have been identified and have completed Practice-Based Coach Training during this current school / program year as we develop a new coaching model with support from the Regional Pyramid Model Team. Plans for the upcoming school / program year are still in development at this time.

Positive Emotional Development and Learning Skills (PEDALS) is designed to support effective training, implementation, and sustainability of evidence-based and best practice curricula in preschool classrooms that result in measurable improvement in the social and emotional well-being of children. Based on extensive research into these evidence-based practices and materials, developers created five components that together make up the PEDALS program. The five components of the PEDALS Model include: Social emotional curriculum, Second Step; In-class coaching by early childhood experts; Identification of needs and providing supports; Program improvement and sustainability planning; and Data for improvement and evaluation.

PEDALS provided professional development for all Head Start teaching staff, in the Second Step Curriculum during preservice of the current school / program year. This day also served as the PEDALS kickoff that consisted of an orientation to the PEDALS Program and meeting PEDALS coaches. Each Head Start classroom received a Second Step Curriculum. The Second Step early learning curriculum teaches children ages 3 to 5 core social-emotional and self-regulation skills. Skills for Learning, Empathy, Emotion Management, Problem solving, and Friendship Skills, and Transitioning to Kindergarten. Second Step is aligned to the Head Start Program Performance Standards and the PEDALS model implemented in Head Start classrooms is strengthening teaching staff’s capacity in supporting Head Start student’s social-emotional development and overall well-being. Participation in

PEDALS was of no cost to the District as our Head Start program's participation is funded through grants awarded to Lakeshore Connections from the Ralph C. Wilson Jr. Foundation. PEDALS participation is for two full school / program years. Now, as we near the end of the second year, we are working with the PEDALS team on transition and sustainability plans that will include a seasoned teacher we are developing as an internal coach. This plan will be developed jointly with the HS and PEDALS team in the coming months.

Our EHS program has applied to participate in the infant toddler version of PEDALS for the 2025 – 2026 school / program year. We had hoped to participate during the current school / program year, but there were delays from the PEDALS provider in kicking off the new program. It is anticipated we will be selected as a program partner. This program is entitled, "Everyday Interactions Matter" (EIM) and is a professional development initiative designed to help early childhood educators learn and grow from their own practice. Through a strength-based process of observation, discussion, and reflection, educators take a close look at the everyday moments they share with children. EIM has an individual-based approach based on the needs of each learning community. EIM was inspired by Fred Rogers, otherwise known as the beloved Mr. Rogers. He believed that human relationships are essential to children's development at any age. Through television, Fred modeled the kind of human relationships that fostered trust, provided support, and inspired respect. Fred's message to parents and professionals alike is that they are already capable of building and sustaining a beautiful relationship with the children in their care. Developed by Dr. Junlei Li, SI is grounded in this particular aspect of Fred's legacy as well as in the convergence of developmental theory and research evidence. All children grow and thrive in the context of close and dependable relationships that provide love and nurturance, security, and responsive interactions. The EIM is consistent with EHS model with a focus on nurturing and responsive relationships as the foundation for healthy development and early learning. This partnership is in the early stage of development, but worthy of mention in this section of the Non-Competing Continuation Application.

## **7. Health**

The NFCSD HS / EHS program continues to place a strong emphasis on the health and well-being of the children and families who are served. Families are assisted in finding health care options to meet their needs. Additionally, partnerships with various community agencies ensure students and families receive the care they need as health needs are identified. Currently, 100% of our HS / EHS families have health insurance. Health data will continue to be collected, analyzed and shared with our program's established Health Services Advisory Committee (HSAC) and other stakeholders to ensure our HS / EHS students and families are supported. There are no proposed changes to report in this section.

Various Mental Health Initiatives are underway in our program. An early childhood mental health consultant is working with EHS teaching staff in-person, visiting the classroom and providing coaching and guidance. She also provides training and support on how teachers must maintain their own health and mental health as a priority when it comes to their overall well-being. This is provided through our local child care resource and referral agency, Child Care Clearinghouse of Niagara. Another partnership in place is with Best Self Behavioral Health and includes the following components: a mental health intern, on-site mental health consultations, and Mental Health First Aid for staff and parents, seminars on self-care and wellness for staff and parents, and seminars for teachers on Teacher-Child Interaction Skills (TCIS) and for parents on Parent-Child Interaction Skills (PCIS). TCIS and PCIS are modified versions of Teacher-Child Interaction Training (TCIT) and Parent-Child Interactions Therapy (PCIT). TCIS and PCIS uses skills outlined in these evidence-based treatments for young children ages 2 – 7, who exhibit extreme disruptive behaviors. Both, TCIT and PCIT are highly effective with children presenting extremely challenging behaviors such as aggression, defiance, hyperactivity, tantrums and profanity. The TCIT model facilitates a consistent, positive classroom culture, benefiting all the children in the classroom, especially those with extremely challenging behaviors who do not respond to standard classroom management practices and child guidance methods.

The NFCSD has a partnership with the University of Buffalo's Institute on Trauma and Trauma-Informed Care. This is embedded in the Buffalo Center for Social Research, UB School of Social Work. Through this partnership our HS / EHS staff are benefitting from ongoing professional development, resources, and supports in the area of trauma and trauma-informed care. Staff and parents are linked to counseling resources and as needs are identified referrals are provided.

Our program is fortunate to have support from those with expertise in mental and behavioral health, as extreme challenging behaviors in very young children are on the rise in our community, in the region, and nationwide. The effects of the COVID-19 pandemic are noticeable, as behavioral issues are on the rise among children known as “COVID babies,” which colloquially refers to children born during the pandemic when many families were isolated and deprived of normal and regular socialization experiences. Evidence shows that social isolation linked to the pandemic has adversely affected the social communication skills of children during this time. This is noted in our most recent Community Needs Assessment.

## **8. Family and Community Engagement**

Although there are no proposed changes to this area at this time, this is an area that has been strengthened since our program submitted the Baseline Application and Continuation Application last year as our program was in its infancy.

As a still relatively new grantee, our program continues to utilize the Training and Technical Assistance (T & TA) offered to us from the Regional Office of Head Start. During the first 6-months of operation we identified that family and community engagement was an area that needed to be strengthened. As a result, our T & TA specialist has been, and continues to provide technical assistance and training in the Head Start Parent, Family, and Community Engagement (PFCE) Framework. A Family Outcomes Series was designed for our family services team by our T & TA Specialist. Each session focuses on one (1) of the seven (7) family outcomes of the PFCE Framework. PFCE Series includes the following session: Family Well-Being, Positive Parent-Child Relationships, Families as Lifelong Educators, Families as Learners, Family Engagement in Transitions, Family Connections to Peers and Community, and Families as Advocates and Leaders. Session consist of a guided discussion on the outcome and small group work to develop new strategies to engage families in that outcome. Preliminary indicators point to improvement in this area and it is expected to continue as we evolve as a new grantee in our first full school / program year of operation.

Each family completes a needs assessment with their family advocate upon enrollment into the program. After completing their needs assessment, families have the opportunity to participate in individualized goal-setting with their family advocate. Family advocates partner with families helping them develop actionable steps toward accomplishing their targeted goals that are correlated to increased school readiness and connect families to various community resources. Family needs and progress toward goal attainment are documented by family advocates.

The family services team maintain regular communication through home visits, phone calls, and other communication modalities with families as they monitor and assist them with completing objectives identified during the goal-setting process of their Family Partnership Agreement. The family services team have facilitated connections with community resource agencies, and these agencies have been providing information and resources at monthly parent committee meetings that take place at both HS and EHS locations.

Our program continues to utilize ChildPlus Head Start data management software to track family engagement outcomes and type of services provided to families. The ChildPlus database is aligned to the Program Information Report (PIR). Child and family records are maintained in both hard copy and data is input and documents are uploaded into the ChildPlus database. This database is monitored regularly by the Family Services/ERSEA Coordinator in consultation with the ChildPlus Data Specialist for quality assurance and accuracy of data reports such as the PIR.

Our family and community services team have established relationships with community-based providers in the city of Niagara Falls and are a part of a larger network of community partners that serve the Niagara County where our program is nested.

## **9. Services to Children with Disabilities**

We do not anticipate any changes in this area during the 2025 – 2026 school / program year and has been enhanced during the current school / program year. Strong partnerships have been formed between the HS / EHS Program Manager/ Education Supervisor who oversees disabilities and both the district’s Committee for Preschool Special Education Chair and the Early Intervention (EI) Director of Niagara County. Collaborative meetings with the aforementioned parties, have resulted in establishing systems of communication to ensure a smooth process when referring a child for evaluation and transitioning of children from EI to CPSE to CSE. Expectations are clear and communication is strong. All education staff receive training in the referral and evaluation process annually during preservice.



Multidisciplinary Team (MDT) meetings are held monthly, and include the child's Teacher, Family Advocate, Program Manager/Education Supervisor, Health Coordinator and Center Director. Others are asked to join as necessary, such as an early childhood coach, mental health professional or therapist. Children's strengths and needs are discussed, and determinations are made regarding the referral process or modifications to children's individualized plans. The Program Manager/Education Supervisor has oversight of the disabilities service area and advises and provides documentation pertaining to a referral if needed, so the process is efficient without delay.

#### **10. Transition**

Although there are no proposed changes pertaining to transition at this time, the NFCSD HS / EHS recognizes transition as an important part of the HS / EHS program. It is the program's intent to continue to ensure transitions into EHS or HS, and EHS to HS as well as HS to Kindergarten are smooth and supportive for both the child and the family as described in the original application. At this time a kindergarten transition workshop is being planned and offered this spring for all parents of children who will attend kindergarten in the fall.

#### **11. Services to Enrolled Pregnant Women**

This is not applicable to our current grant funding.

#### **12. Transportation**

Transportation is not currently provided and there are no changes in this area.

### **Sub-Section C: Governance, Organizational and Management Structures**

#### **1. Governance**

There are no major changes to program governance at this time. As a school district, our BOD is comprised of elected officials, and per the exception clause in 642(c) of the Head Start Act, is not subject to the traditional composition requirements of a Head Start grantee governing body. Our BOE has nine (9) elected individuals that serve 5-year terms and our program meets the required membership of the governing body as defined in the regulations. To meet these requirements the BOE consists of at least one (1) member to provide fiscal/accounting expertise, one (1) member to provide early childhood education expertise and one (1) member to provide legal expertise. The following Board members meet these criteria:

- a. Mr. Russell Petrozzi – fiscal/accounting
- b. Mr. Vincent Cancemi – early childhood education
- c. Mr. Angelo Massaro, esq. – legal

Prior to the school district acquiring the HS / EHS grant, the HS / EHS Director reviewed the responsibilities of the governing body with NFCSD Board of Education (BOE). The HS / EHS Director attends Board meetings periodically providing program updates in person. Whereas, the Superintendent of Schools serves in the role of the Executive Director and is present at every Board meeting. Since taking over administration of the HS / EHS contract, the BOE has added an item to their monthly agenda to include a review of HS / EHS program and fiscal reports. These monthly reports are submitted to the Superintendent and Board. As the Executive Director, the Superintendent presents these reports and addresses any questions that arise. The HS / EHS program director presents the reports when she attends them periodically. HS / EHS program and fiscal reports continue to be a fixed item on the Board's meeting agenda and resolutions pertaining to any HS / EHS fiscal matters such as budget revisions, policies, and personnel related matters are added to the agenda as necessary and Board members vote to approve or disapprove. Some examples include: Policy Council Bylaws, The COVID-19 Vaccination Policy, COVID-19 Mitigation Policy, and American Rescue Plan (ARP) Budget Revision Amendment. The BOE continues to ensure oversight and shared governance of the program. Our Policy Council will be having dinner with the School Board and attend the next Board meeting in March 2025. This relationship continues to evolve.

NFCSD recognizes that our HS / EHS parents are essential stakeholders in our decision-making process. We continue to support and encourage comprehensive parent/family involvement in governance through participation in our parent committees at the center level and Policy Council. Our Policy Council meets at least once a month to review enrollment, program and financial reports and other, pertinent program information. Our current Policy Council membership is highly engaged and has been trained in their governance responsibilities. Likewise, training includes HSPPS, Bylaws,

officer training, committee training, etc. The Policy Council chair meets with the HS / EHS director and together they collaborate to develop the monthly meeting agenda.

The NFCSD values the HS / EHS Policy Council and Parent Center Committees and acknowledges them as critical components of the overall program. They serve as the voice for the parents and are a vital link between parents, the program, and the community. Minutes from both Policy Council and Parent Center Committee meetings are posted on center parent communication boards so that parents are abreast of information shared at Policy Council and Parent Center Committee meetings. In turn, Policy Council representatives have the opportunity to update parents at Parent Center Committee meetings sharing program information they receive through their participation in Policy Council in order to keep parents informed and engaged of HS / EHS program planning and monitoring activities, as well as program goals and outcomes. HS / EHS management team are asked to attend Policy Council meetings periodically to report service activities that relate to each content area and the HS / EHS director presents the Policy Council with program and financial information monthly.

Our Policy Council was instrumental in the development of our current Policy Council Bylaws. The draft was reviewed by our governing body's legal authority and presented to the Board for approval. As our program continues to evolve the Policy Council will inform program policies, activities, services, and program delivery and design. A copy of the approved Bylaws is submitted as an attachment.

There are no changes to the roles and responsibilities of the Board and/or Policy Council from the previous Non-Competing Continuation Application.

## **2. Human Resources Management**

There are no proposed changes pertaining to Human Resources Management to report at this time. However, it is worth noting that the HS / EHS Director works in close consultation and collaboration with the District's HR Administrator to ensure compliance to all District, NYS Office of Children and Family Services (OCFS), and Head Start employment requirements and regulations. Personnel records are maintained in the HR Office located in the District's Board of Education building, commonly referred to as Central Office.

Both of our HS / EHS sites are regulated by NYS OCFS and training records are maintained onsite in the Center Director's Office. The Program Manager / Education Supervisor tracks and maintains master training records of all HS / EHS staff for the whole program. This includes, but is not limited to employees enrolled in Child Development Associate (CDA) or other education program.

New employees that are hired prior to the annual pre-service trainings, go through an orientation process and participate in pre-service trainings. This includes mandatory trainings required by NYS OCFS, statewide trainings that the District is required to participate in, and intentional trainings pertaining to data results from the previous school year. Any employees that are hired after pre-service go through a modified orientation process, and participate in mandatory NYS OCFS trainings and other trainings that are offered online. While working in the program, new employees receive support from a practice-based coach as well as supervisors through evidence-based practices that enhance their knowledge of early childhood education and developmentally appropriate practices.

Our program partners with the local Foster Grandparent Program, which gives senior citizens the opportunity to work in our program as a support to the classroom. Each foster grandparent is required to go through the same clearance procedures and mandatory trainings as HS employees, and are invited to attend trainings and professional development as deemed appropriate. As with all new employees, if a foster grandparent joins the program after pre-service, they receive training and support through other modalities such as online experiences.

We experienced challenges in attracting, recruiting, and hiring qualified staff during the 2022 – 2023 school / program year, but it has improved during the 2023 – 2024 school / program year. It impeded our ability to open more classrooms to reach our funded enrollment, especially in our EHS program. Another critical position that had been challenging to fill is that of a Health Coordinator to oversee the health services area of health, mental health and nutritional health. We are fortunate to have the District's Medical Director to serve in the consultative capacity as needed, but the day-to-day oversight and tasks have had to be distributed amongst the HS / EHS Director and the HS / EHS Management Team to ensure health requirements and HSPPS are met.

Prior to the start of the current school / program year we revised the job specification and enhanced the salary within the existing HS / EHS budget in an effort to make it more comparable to

starting rates of pay for nurses working in the local health care industry. It was preferred that the Health Coordinator have a bachelor's degree and be a Registered Nurse (RN), but we also considered those with a bachelor's degree who are also a Licensed Practical Nurse (LPN). The changes we made resulted in attracting qualified candidates and the position was filled at the start of the 2023 – 2024 school / program year. Likewise, we were able to attract qualified teachers for both HS and EHS as well as other vacant positions.

We will continue to explore creative solutions whenever we need to fill staff vacancies that include, but are not limited to, reaching out to local colleges and universities to participate in their job fairs. We will also consider paid internships, if necessary. As stated in the Service Delivery Section, the city of Niagara Falls has been experiencing a nursing shortage and this is likely a significant contributing factor to the challenges we faced in trying to fill the Health Coordinator position. Fortunately, our staffing is stable at the time of writing this Non-Competing Continuation Application.

One new position was built into our 2024 – 2025 school / program year budget and it remains. It is a School Safety Officer at our District's Head Start location referred to as the DiFrancesco Center. This is a federal interest property, whereas the Early Head Start program is located in the District's Community Education Center, a multi-purpose building that already has a School Safety Officer. Every school building in the District has one or more School Safety Officers assigned depending on the size of the building as well as other factors. School safety in our community in the city of Niagara Falls and neighboring communities continues to be a topic of concern. This is also a concern nationwide as community violence and incidents of violence in schools has become common in the daily news. This came about when some of our staff and parents started inquiring about the possibility of hiring a School Safety Officer for HS and through continued discussions with the Superintendent, Policy Council, and Board we determined there was a need to add this position. We were fortunate to hire someone at the start of the current school / program year and this position remains in the budget section of this Non-Competing Continuation Application.

### **3. Program Management and Quality Improvement**

Our Focus Area One (FA1) review was completed in December of 2022. No deficiencies were noted and no corrective action plans required. There was one area of concern noted and this consisted of a couple of our Early Head Start Teacher Assistants who are currently enrolled in or just finishing their Child Development Associate (CDA) credential training requirements so they will obtain the necessary requirements as stated in HSPPS, 1302.91 (e) (1). Since that time two of our Teacher Assistants have successfully completed CDA.

The HS / EHS Management Team, with support from OHS T & TA specialists, had a professional development training on developing a Self-Assessment Tool. The annual self-assessment process the second time around was basic and used to facilitate the identification of program strengths and opportunities to grow that will inform the development of program improvement plans it will be more robust in moving forward as we now have the staff capacity we did not have previously. It is important to note that this is an area that continues to evolve as we develop a more formal self-assessment process at the culmination of this current 2024 – 2025 school / program year. As we continue to evolve as a first-time grantee, a more detailed HS / EHS self-assessment will be developed this school / program year with targeted program improvement plans based upon the results. This will be included in the Non-Competing Continuing Application in subsequent years.

As a new grantee taking over the administration of the HS / EHS program in the middle of the school year posed many challenges and opportunities. The first 6 months were focused on relationship building and using the Head Start Program Performance Standards (HSPPS) and other resources to assess and determine the condition of the program we acquired. Suffice to say, we did not have a formal tool in place for Self-Assessment in those first six months. In short order, we discovered we had inherited a program that was severely under enrolled and several requirements were already overdue or not completed (ex. dental screenings and health records). The 2022 – 2023 school / program year was focused on building a foundation and fixing areas that needed immediate attention. We prioritized, planned and implemented improvements in phases like building blocks.

We utilized a triage approach in those first six months to conduct a preliminary assessment of program needs grounded in the HSPPS in order to determine the urgency to address each need and prioritize the most critical. This required us to prioritize the priorities. An example of how we addressed one of the priority needs identified necessitated us to seek out assistance from University Pediatric Dentistry (UPD) and establish a Memorandum of Understanding (MOU) to ensure all HS / EHS children meet the oral health requirement as stated in the HSPPS. Our partnership with UPD has

resulted in better oral health outcomes for our HS / EHS children. Since that time more partnership has been formed and the partnership with UPD has grown stronger.

As we are now about 6 months into our third full school / program year we continue working hard to ensure all requirements are being met. Most of our energy and efforts have been focused on correcting the deficiencies we inherited and taking the initial steps in our quest to elevate the overall quality of the program. It is our intent that in the coming months our T & TA specialists will continue working with us in various ways. We look forward to implementing a more polished formal self-assessment process to assess at the end of this current school / program year. This will involve all stakeholders (i.e., staff, parents, Policy Council, governing body, and community-based partners) and results will determine program goals and strategic plans as well as strengths and opportunities for growth and improvement.

## **Section II: Budget and Budget Justification Narrative**

This budget and budget justification are for the time period of 07/01/2025 – 06/30/2026. The chart below specifies each category and the descriptions indicate the justification for specific areas.

| <b>Budget Category</b>      | <b>Program Operations</b> | <b>Training &amp; Technical Assistance</b> | <b>Non-Federal Share</b> |
|-----------------------------|---------------------------|--------------------------------------------|--------------------------|
| Personnel                   | \$2,073,726.00            | \$0.00                                     | \$281,340.00             |
| Fringe Benefits             | \$107,025.00              | \$0.00                                     | \$276,370.00             |
| Travel                      | \$0.00                    | \$0.00                                     | \$0.00                   |
| Equipment                   | \$0.00                    | \$0.00                                     | \$0.00                   |
| Supplies                    | \$18,000.00               | \$0.00                                     | \$18,000.00              |
| Contractual                 | \$97,111.00               | \$34,219.00                                | \$54,306.00              |
| Construction                | \$164,450.00              | \$0.00                                     | \$0.00                   |
| Other                       | \$0.00                    | \$0.00                                     | \$0.00                   |
| <b>Total Direct Charges</b> | <b>\$2,460,312.00</b>     | <b>\$34,219.00</b>                         | <b>\$630,016.00</b>      |
| Indirect Charges            | \$0.00                    | \$0.00                                     | \$0.00                   |
| <b>Total</b>                | <b>\$2,460,312.00</b>     | <b>\$34,219.00</b>                         | <b>\$630,016.00</b>      |

### **Personnel**

|                |        |                   |                |
|----------------|--------|-------------------|----------------|
| Operations     | T&TA   | Non-Federal Share | TOTAL          |
| \$2,073,726.00 | \$0.00 | \$281,340.00      | \$2,355,066.00 |

Personnel expense is budgeted to encompass 90% of the District's Head Start/Early Head Start allocation amount for the 2025/2026 school year. The personnel listed includes one year of salary/wages for all of the positions assigned to this program. Here is a complete list of staffing:

| <b>Position</b> | <b>Staff Name</b> | <b>Hourly Wage</b> | <b>Total Charged</b> | <b>Qualifications</b> |
|-----------------|-------------------|--------------------|----------------------|-----------------------|
|-----------------|-------------------|--------------------|----------------------|-----------------------|

|                                                              |                           |         |           |                                    |
|--------------------------------------------------------------|---------------------------|---------|-----------|------------------------------------|
| HS/EHS Program Director                                      | O'Stewart Haley, Lynnette | \$88.47 | \$155,704 | PhD & MS Ed.<br>NYS SAS Cert.      |
| HS/EHS Education Supervisor                                  | Scott, Amy                | \$45.89 | \$80,765  | MS Ed.<br>NYS B2 ECE<br>SPED Cert. |
| HS/EHS Health Coordinator                                    | TBD                       | \$38.35 | \$67,489  |                                    |
| EHS Center Director                                          | Fain, Skye                | \$36.52 | \$64,277  | MS Ed.                             |
| HS Center Director                                           | Smith, Steffany           | \$36.52 | \$64,277  | MS Ed.<br>NYS Cert.                |
| FCP/ERSEA Coordinator                                        | Clark, Nicole             | \$35.12 | \$61,818  | BA & FDC                           |
| HS Instructional Teacher                                     | Castro, Colleen           | \$38.11 | \$54,499  | MS Ed.<br>NYS Cert.                |
| HS Instructional Teacher                                     | Whisnant, April           | \$37.41 | \$53,499  | MS Ed.<br>Finishing NYS<br>Cert.   |
| HS Instructional Teacher                                     | Melson, Leah              | \$36.71 | \$52,499  | BA<br>NYS Cert.                    |
| HS Instructional Teacher                                     | Orshal, Jessica           | \$36.71 | \$52,499  | BA<br>(Non-Cert.)                  |
| HS Instructional Teacher                                     | Voutour, Melissa          | \$36.71 | \$52,499  | BA<br>(Non-Cert.)                  |
| EHS Instructional Teacher                                    | Mercado, Tamara           | \$36.35 | \$51,978  | AS & CDA                           |
| EHS Instructional Teacher                                    | Sawyer, Amber             | \$36.35 | \$51,978  | AS & CDA                           |
| EHS Instructional Teacher                                    | Hamilton, Samara          | \$35.82 | \$51,228  | CDA – Enrolled<br>in AS            |
| EHS Instructional Teacher                                    | Haudricourt, Hayleann     | \$35.82 | \$51,228  | CDA – Enrolled<br>in AS/BA         |
| EHS Instructional Teacher                                    | Robertson, Kali           | \$35.82 | \$51,228  | CDA – Enrolled<br>in AS            |
| HS Instructional Teacher                                     | Hooley, Olivia            | \$35.31 | \$50,499  | BA<br>NYS Cert.                    |
| HS/EHS Administrative Assistant & Data/Monitoring Specialist | Shank, Dana               | \$28.43 | \$50,037  | AS Sec/Data<br>Entry               |
| Custodian                                                    | Mohammed, Yaseem          | \$22.71 | \$39,970  | GED                                |
| Family Advocate                                              | Brindley, Katrina         | \$27.36 | \$39,126  | AS – Enrolled in<br>BS             |
| Family Advocate                                              | Daniels, Beverly          | \$27.36 | \$39,126  | FDC                                |
| Family Advocate                                              | Williams, Jaime           | \$27.36 | \$39,126  | BS                                 |
| HS Head Cook                                                 | Works, Denita             | \$21.41 | \$37,679  | HS Diploma                         |
| HS Cook                                                      | Brinson, Keyonna          | \$20.82 | \$36,642  | HS Diploma                         |
| EHS Cook                                                     | McDougald, Brianna        | \$20.82 | \$36,642  | GED – Enrolled<br>in AS            |
| Sub Teacher (\$175/day for est. 200 days)                    | Roberts, Colleen          | \$20.28 | \$35,700  | MS Ed<br>NYS Cert.                 |
| EHS Teaching Assistant                                       | Adcock, Anne              | \$24.89 | \$35,588  | CDA                                |
| EHS Teaching Assistant                                       | Cyphers, Natalie          | \$24.89 | \$35,588  | CDA                                |
| EHS Teaching Assistant                                       | Roseboro, Christine       | \$24.89 | \$35,588  | CDA                                |

|                           |                            |         |          |                                              |
|---------------------------|----------------------------|---------|----------|----------------------------------------------|
| HS Program Assistant/PFIE | Vincent, Tracy             | \$23.08 | \$34,648 | Certificate from NCCC & CDA – Enrolled in AS |
| Safety Officer            | Kashif, Ishaque            | \$19.63 | \$34,553 | HS Diploma                                   |
| EHS Teaching Assistant    | Leslie, Sylvia             | \$23.65 | \$33,818 | HS – Enrolled in CDA                         |
| EHS Teaching Assistant    | Maines, Jennifer           | \$23.65 | \$33,818 | HS Diploma – Enrolled in CDA                 |
| HS Teaching Assistant     | Bax, Susan                 | \$22.67 | \$32,421 | CDA                                          |
| HS Teaching Assistant     | Pacheco, Ruben             | \$22.67 | \$32,421 | BA Ed.                                       |
| HS Teaching Assistant     | Rankin, Jennifer           | \$22.67 | \$32,421 | CDA                                          |
| HS Teaching Assistant     | Voutour, Jenna             | \$22.67 | \$32,421 | AS                                           |
| EHS Teaching Assistant    | Linde, Alyssa              | \$21.73 | \$31,079 | CDA                                          |
| HS Program Aide           | Diallo, Fatoumata          | \$21.54 | \$30,809 | HS Diploma – Enrolled in CDA                 |
| HS Instructional Teacher  | Ibrahim, Sobia             | \$21.54 | \$30,809 | HS Diploma – Enrolled in CDA                 |
| HS Teaching Assistant     | McCoy, Ciara               | \$21.54 | \$30,809 | ECE College Coursework – CDA                 |
| HS Program Aide           | Jackson, Tammy             | \$21.54 | \$30,808 | HS Diploma – Enrolled in CDA                 |
| HS Program Aide           | Ali, Shazia                | \$21.20 | \$30,310 | BA Ed – Enrolled in CDA                      |
| EHS Program Aide          | Maqsood, Nasreen           | \$20.44 | \$29,232 | HS Diploma                                   |
| HS Teaching Assistant     | Hayes, Cheryl              | \$19.80 | \$28,314 | CDA – Enrolled in BS                         |
| Custodian (Part-Time)     | Rodrigues-Morales, William | \$21.17 | \$18,629 | AS                                           |
| EHS Cook Assistant        | Merced-Cotto, Dessian      | \$17.80 | \$17,626 | HS Diploma                                   |

|                       |                    |
|-----------------------|--------------------|
| <b>Total Salaries</b> | <b>\$2,073,725</b> |
|-----------------------|--------------------|

**Head Start/Early Head Start Director (FTE) – annually: \$155,704.00** = allocated to the HS/EHS Program. This individual is the District’s Administrator responsible for oversight of the Head Start and Early Head Start program (i.e., fiscal, legal, and all program operations). This includes, but is not limited to, the ensuring adherence to all Head Start Program Performance Standards (HSPPS) and local, state, and Federal regulations and prepares all HS / EHS grant applications and reports due to the Office of Head Start. Represents Head Start / Early Head Start as a part of the District’s administrative leadership team, and reports directly to the Superintendent of Schools. As the District’s administrator of HS / EHS, reports and regular communications are maintained with the Board of Education, Policy Council, and other stakeholders. This is an administrative expense charged to the Head Start / Early Head Start grant. Time is charged based upon actual work done for each program bi-weekly. This position is part of the Program Design and Management category.

**HS/EHS Program Manager/Education Supervisor (FTE) – annually: \$80,765.00** = allocated to the HS/EHS Program. This individual oversees the education service area and its intersection to all other program service areas. Responsibilities include, but are not limited to, coordinating and monitoring implementation of the HSPPS related to early childhood education and children with disabilities, ensuring alignment with curricula, Head Start Early Learning Outcomes Framework (HSELOF), tracking and monitoring school readiness outcomes, and provides supports and guidance to center directors and classroom teachers that support student learning and effective curriculum implementation and identifies staff training needs. This is an administrative expense charged to the

Head Start / Early Head Start grant. Time is charged based upon actual work done for each program bi-weekly. This position is part of the Program Design and Management category.

**HS/EHS FCP/ERSEA Coordinator (FTE)– annually: \$61,818.00** = allocated to the HS/EHS Program. The FCP/ERSEA Coordinator is responsible for oversight of family services and ERSEA. This includes, but is not limited to, monitoring family needs, goals, and outcomes data under the umbrella of the Head Start Parent, Family, and Community Engagement (PFCE) Framework. Analyzes and interprets data regularly regarding families and community needs. Collaborates with community members to support the needs of our families. Works in close consultation with the District’s Registration Office to ensure compliance to enrollment criteria. This is an administrative expense charged to the HS / EHS Grant.

**Administrative Assistant & Data/Monitoring Specialist (FTE) – annually: \$50,037.00** = allocated to the HS/EHS Program. This person is responsible for supporting the HS / EHS Director and HS / EHS management team in clerical duties such as front desk and phone coverage in the HS / EHS administrative offices, preparing program correspondences, memoranda, program handbooks, meeting minutes and agenda, and other clerical duties as assigned. Assists with facilitation of Policy Council meetings and supports the Policy Council Secretary in scribing meeting minutes and preparing them for distribution. Additional responsibilities include, but are not limited to, data entry for ChildPlus that includes running PIR and other data reports and data checks for quality assurance. This is an administrative expense charged to the Head Start/Early Head Start grant. This position is part of the Program Design and Management category.

**Health Coordinator (FTE) – annually: \$67,489.00** = allocated to the HS / EHS Program. This person is responsible for oversight of all HS / EHS Health Services (physical health, mental health, and nutritional health). Responsibilities include, but are not limited to, conducting required health screening and/or coordinating and facilitating community-based health partners to assist, working in collaboration with consultants and the District’s Medical Director, and provide leadership in facilitating the Health Services Advisory Committee (HSAC). Additional duties include assessing and monitoring of acute and chronic health needs. This includes supporting children’s individual nutritional needs and adherence to all Child and Adult Care Food Program (CACFP) requirements. This is an administrative expense charged to the Head Start/Early Head Start grant. This position is part of the Program Design and Management category.

All full-time employees work 37.5 hours per week.

**Non-federal share Personnel** – \$281,340.00 (calculation of this amount presented in the section titled “Non-Federal Share”)

**Fringe benefits**

| Operations   | Non-Federal  | TOTAL        |
|--------------|--------------|--------------|
| \$107,025.00 | \$276,370.00 | \$383,395.00 |

The amount projected for fringe benefits is based upon health insurance, Social Security/ Medicare taxes and the agency offered retirement plan. The calculation of benefits for the full Head Start and Early Head Start Staff is presented in the section titled “Non-Federal Share.” This is consistent with the benefits we provide for all agency programs. This category, which is 24.40% of our personnel cost, includes Employee Retirement, Teacher Retirement, Social Security/Medicare Taxes and Health Insurance.

**Travel**

| Operations | T&TA   | TOTAL  |
|------------|--------|--------|
| \$0.00     | \$0.00 | \$0.00 |

**Equipment**

| Operations | T&TA   | TOTAL  |
|------------|--------|--------|
| \$0.00     | \$0.00 | \$0.00 |

**Supplies**

| Operations  | Non-Federal | T&TA   | TOTAL       |
|-------------|-------------|--------|-------------|
| \$18,000.00 | \$18,000.00 | \$0.00 | \$36,000.00 |

This amount includes projected supplies as follows:

- \$18,000.00: \$3,000.00 for each of 6 Head Start Classrooms to purchase items such as, but not limited to, consumables for Head Start students.

**Non-federal share Supplies** – \$18,000.00 (calculation of this amount presented in the section titled “Non-Federal Share”)

**Contractual**

|             |             |             |              |
|-------------|-------------|-------------|--------------|
| Operations  | Non-Federal | T&TA        | TOTAL        |
| \$97,111.00 | \$54,306.00 | \$34,219.00 | \$185,636.00 |

The budget for the Operations category is as follows:

| Contract                                                | Cost            |
|---------------------------------------------------------|-----------------|
| - ChildPLUS                                             | \$6,500         |
| - NYS Office of Family & Children Services              | \$250           |
| - Amherst Alarm                                         | \$500           |
| - Verizon                                               | \$3,235         |
| - Spectrum                                              | \$3,671         |
| - Eagle Systems                                         | \$4,080         |
| - Orkin Pest Control                                    | \$906           |
| - Pyramid Model & Other SEL Supports and Coaching       | \$8,000         |
| - TSG Curriculum & Assessment Materials                 | \$5,500         |
| - Hover Networks - DiFran                               | \$4,015         |
| - National Grid - DiFran                                | \$16,427        |
| - Niag Cnty Dept Public Works - DiFran                  | \$14,682        |
| - Niag Falls Water Board - DiFran                       | \$3,060         |
| - Modern Disposal Services - DiFran                     | \$4,439         |
| - Johnson Controls Fire                                 | \$2,081         |
| - Ferrari Networks (monthly)                            | \$4,500         |
| - Mental Health Consultants & other MH-related services | \$15,000        |
| - Niagara County Health Department                      | \$265           |
| <b>Total Contract Costs</b>                             | <b>\$97,111</b> |

Non-federal share amount cost calculated in “Non-Federal Share” section.

The budget for the T&TA category is as follows:

| Service                             | Cost            |
|-------------------------------------|-----------------|
| - TSG Creative Curriculum           | \$15,000        |
| - Pre-service & In-Service Training | \$5,000         |
| - Conferences                       | \$4,000         |
| - CDA                               | \$10,219        |
| <b>Total T&amp;TA Contractual</b>   | <b>\$34,219</b> |

**Construction**

|              |             |           |              |
|--------------|-------------|-----------|--------------|
| Operations   | Non-Federal | T&TA      | TOTAL        |
| \$164,450.00 | \$0.00      | \$0.00.00 | \$164,450.00 |

The District wishes to replace Boiler #2 at the DiFrancesco Center. Boiler #1 was replaced 2 years ago at the center. Boiler #2 is in need of repair to allow the building for redundancy should Boiler #1 fail for any reason.

**Niagara Falls City School District Financial Management System**

The Niagara Falls City School District uses the financial software called nVision to account for all funds the District uses:

1. General Fund: this fund encompasses expenses and revenues related to the operation and maintenance of the school district as whole. Local and state dollars that flow into the school district via various funding streams. Local taxes, Foundation Aid and other items flow through this fund to help support District programming.



2. Cafeteria Fund: this encompasses expenses and revenue related to cafeteria operations. This fund includes Child Nutrition expenses as revenues as well as CACFP. The Cafeteria fund is normally self-sustaining and the District used a coding system to differential between Child Nutrition expenses and revenues and CACFP expenses and revenues.
3. Special Aid Fund: this encompasses expenses and revenues related to all grants that the District receives. The District uses unique codes to identify each grant by program. Each grant has its own budget within the Special Aid Fund so that the District can easily identify expenses and revenues by grant. Grant funds are never mixed.

**Training and Technical Assistance Budget (\$4,000 under travel; \$30,219 other costs)**

The information below relates only to projected expenses for funds that will be spent from 07/01/2025 – 06/30/2026 for training program staff and Partners to carry out the expectations of this grant. The Training and Development Plan uploaded in HSES provides more information about these expenditures and additional items.

Other funding

1. Niagara Falls City School District
2. CACFP

Description of financial management system

Non-federal share

The Niagara Falls City School District uses local dollars to pay employees' salaries/wages. Because the District is the Head Start/Early Head Start grantee, the District can use positions that are already filled and streamline processes so that the District can maximize grant funding. The following positions are District positions that spend time working within the parameters of the Head Start/ Early Head Start grant and the time, salary, amount charged associated to this work:

| <b>Position</b>                    | <b>Employee</b>       | <b>Salary</b> | <b>% time spent on HS/EHS</b> | <b>In-Kind Amount Charged</b> |
|------------------------------------|-----------------------|---------------|-------------------------------|-------------------------------|
| Porter                             | Capilupi, Al          | \$55,537.48   | 25.00%                        | \$13,884                      |
| Custodian                          | Palmer, Mark          | \$69,570.30   | 25.00%                        | \$17,393                      |
| Secretary                          | Ellis, Leslie         | \$55,043.54   | 10.00%                        | \$5,504                       |
| Safety Officer                     | Steed, Owen           | \$37,226.94   | 50.00%                        | \$18,613                      |
| HR Director                        | Massaro, Maria        | \$187,430.51  | 15.00%                        | \$28,115                      |
| Benefits Specialist                | Savino, Alicia        | \$130,165.26  | 10.00%                        | \$13,017                      |
| HR Secretary                       | Restaino, Diana       | \$50,387.40   | 15.00%                        | \$7,558                       |
| Registration                       | Davidson, Janine      | \$41,585.40   | 15.00%                        | \$6,238                       |
| Director of Facilities             | Smeal, Earl           | \$129,049.34  | 15.00%                        | \$19,357                      |
| Director of Food Service           | Edwards, Kevin        | \$94,270.22   | 15.00%                        | \$14,141                      |
| RTI Coordinator                    | Buchman, Carrie       | \$171,068.02  | 10.00%                        | \$17,107                      |
| Purchasing Agent                   | Schiro, Ann           | \$91,735.70   | 15.00%                        | \$13,760                      |
| Payroll                            | Gardner, Deborah      | \$69,556.72   | 15.00%                        | \$10,434                      |
| Accountant                         | Schwertfager, Richard | \$84,904.78   | 25.00%                        | \$21,226                      |
| Business Office Admin. Assistant   | Tedesco, Wendy        | \$74,178.94   | 10.00%                        | \$7,418                       |
| Admin for School Business Services | Holody, Becky         | \$176,954.70  | 10.00%                        | \$17,695                      |
| Superintendent of Curriculum       | Carella, Richard      | \$183,223.62  | 10.00%                        | \$18,322                      |
| Nurse Practitioner                 | Duncan, Mary V        | \$105,224.02  | 10.00%                        | \$10,522                      |
| Groundskeeper                      | Moore, Marlon         | \$64,405.72   | 10.00%                        | \$6,441                       |
| General Laborer                    | Bowes, Cutler         | \$71,129.56   | 10.00%                        | \$7,113                       |

|                            |                |             |        |         |
|----------------------------|----------------|-------------|--------|---------|
| General Laborer Specialist | Page, Roderick | \$74,821.76 | 10.00% | \$7,482 |
|----------------------------|----------------|-------------|--------|---------|

|                               |           |
|-------------------------------|-----------|
| Total<br>Personnel<br>In-Kind | \$281,340 |
|-------------------------------|-----------|

Benefits associated with the in-kind Personnel contribution total \$21,523.00, as follows:

|                                         |           |
|-----------------------------------------|-----------|
| Total FICA Salaries – Personnel In-kind | \$281,340 |
| FICA Rate                               | 7.65%     |
| FICA Expense – Personnel In-Kind        | \$21,523  |

The District calculated cost of benefits for Head Start and Early Head Start employees. The calculation is presented in the tables below. After subtracting the costs of Personnel, Fringe Benefits, Supplies, Contractual & T&TA, the District determined that the cost associated with benefits for Head Start and Early Head Start employees would exceed the remaining allocation by \$276,370.00. The District will have to fund \$276,370.00 in Benefit expenses for Head Start and Early Head Start employees through local share dollars. The calculation is as follows:

| FICA/Medicare                               |                           | Total<br>Charged |
|---------------------------------------------|---------------------------|------------------|
| Position                                    | Staff Name                |                  |
| HS/EHS Program Director                     | O'Stewart Haley, Lynnette | \$155,704        |
| HS/EHS Education Supervisor                 | Scott, Amy                | \$80,765         |
| HS/EHS Health Coordinator                   | TBD                       | \$67,489         |
| EHS Center Director                         | Fain, Skye                | \$64,277         |
| HS Center Director                          | Smith, Steffany           | \$64,277         |
| FC/ERSEA Coordinator                        | Clark, Nicole             | \$61,818         |
| HS Instructional Teacher                    | Castro, Colleen           | \$54,499         |
| HS Instructional Teacher                    | Whisnant, April           | \$53,499         |
| HS Instructional Teacher                    | Melson, Leah              | \$52,499         |
| HS Instructional Teacher                    | Orshal, Jessica           | \$52,499         |
| HS Instructional Teacher                    | Voutour, Melissa          | \$52,499         |
| EHS Instructional Teacher                   | Mercado, Tamara           | \$51,978         |
| EHS Instructional Teacher                   | Sawyer, Amber             | \$51,978         |
| EHS Instructional Teacher                   | Hamilton, Samara          | \$51,228         |
| EHS Instructional Teacher                   | Haudricourt, Hayleann     | \$51,228         |
| EHS Instructional Teacher                   | Robertson, Kali           | \$51,228         |
| HS Instructional Teacher                    | Hooley, Olivia            | \$50,499         |
| HS/EHS Admin.Sec./ChildPlus Data Specialist | Shank, Dana               | \$50,037         |
| Custodian                                   | Mohammed, Yaseem          | \$39,970         |
| Family Advocate                             | Brindley, Katrina         | \$39,126         |
| Family Advocate                             | Daniels, Beverly          | \$39,126         |
| Family Advocate                             | Williams, Jaime           | \$39,126         |
| HS Head Cook                                | Works, Denita             | \$37,679         |
| HS Cook                                     | Brinson, Keyonna          | \$36,642         |
| EHS Cook                                    | McDougald, Brianna        | \$36,642         |
| Sub Teacher (\$175/day for est 200 days)    | Roberts, Colleen          | \$35,700         |
| EHS Teaching Assistant                      | Adcock, Anne              | \$35,588         |

|                           |                            |                  |
|---------------------------|----------------------------|------------------|
| EHS Teaching Assistant    | Cyphers, Natalie           | \$35,588         |
| EHS Teaching Assistant    | Roseboro, Christine        | \$35,588         |
| HS Program Assistant/PFIE | Vincent, Tracy             | \$34,648         |
| Safety Officer            | Kashif, Ishaque            | \$34,553         |
| EHS Teaching Assistant    | Leslie, Sylvia             | \$33,818         |
| EHS Teaching Assistant    | Maines, Jennifer           | \$33,818         |
| HS Teaching Assistant     | Bax, Susan                 | \$32,421         |
| HS Teaching Assistant     | Pacheco, Ruben             | \$32,421         |
| HS Teaching Assistant     | Rankin, Jennifer           | \$32,421         |
| HS Teaching Assistant     | Voutour, Jenna             | \$32,421         |
| EHS Teaching Assistant    | Linde, Alyssa              | \$31,079         |
| HS Program Aide           | Diallo, Fatoumata          | \$30,809         |
| HS Instructional Teacher  | Ibrahim, Sobia             | \$30,809         |
| HS Teaching Assistant     | McCoy, Ciara               | \$30,809         |
| HS Program Aide           | Jackson, Tammy             | \$30,808         |
| HS Program Aide           | Ali, Shazia                | \$30,310         |
| EHS Teaching Assistant    | Maqsood, Nasreen           | \$29,232         |
| HS Teaching Assistant     | Hayes, Cheryl              | \$28,314         |
| Custodian (Part-Time)     | Rodrigues-Morales, William | \$18,629         |
| EHS Cook Assistant        | Merced-Cotto, Dessian      | \$17,626         |
| Total Salaries            |                            | \$2,073,725      |
| FICA/Medicare %           |                            | 7.65%            |
| FICA/Medicare \$          |                            | <b>\$158,640</b> |

| TRS                     |                           |                 |
|-------------------------|---------------------------|-----------------|
| Position                | Staff Name                | Total Charged   |
| HS/EHS Program Director | O'Stewart Haley, Lynnette | \$155,704       |
| Total TRS Salaries      |                           | \$155,704       |
| TRS %                   |                           | 10.11%          |
| TRS \$                  |                           | <b>\$15,742</b> |

| Health Benefits                             |                           |               |
|---------------------------------------------|---------------------------|---------------|
| Position                                    | Staff Name                | Total Charged |
| HS/EHS Program Director                     | O'Stewart Haley, Lynnette | \$23,857.44   |
| EHS Instructional Teacher                   | Hamilton, Samara          | \$9,313.60    |
| EHS Instructional Teacher                   | Haudricourt, Hayleann     | \$8,313.60    |
| EHS Teaching Assistant                      | Leslie, Sylvia            | \$8,313.60    |
| FC/ERSEA Coordinator                        | Clark, Nicole             | \$8,313.60    |
| Custodian                                   | Mohammed, Yaseem          | \$8,313.60    |
| HS/EHS Admin.Sec./ChildPlus Data Specialist | Shank, Dana               | \$8,313.60    |
| HS Center Director                          | Smith, Steffany           | \$8,313.60    |

|                           |                  |                  |
|---------------------------|------------------|------------------|
| EHS Teaching Assistant    | Adcock, Anne     | \$8,313.60       |
| HS Teaching Assistant     | Bax, Susan       | \$20,745.60      |
| Family Advocate           | Daniels, Beverly | \$25,497.60      |
| HS Instructional Teacher  | Melson, Leah     | \$8,313.60       |
| EHS Instructional Teacher | Mercado, Tamara  | \$8,313.60       |
| HS Instructional Teacher  | Orshal, Jessica  | \$8,313.60       |
| HS Program Aide           | Jackson, Tammy   | \$8,313.60       |
| HS Teaching Assistant     | Rankin, Jennifer | \$8,313.60       |
| HS Instructional Teacher  | Voutour, Melissa | \$8,313.60       |
| Total Health Insurance    |                  | <b>\$187,491</b> |

| Total Benefits                   |                  |
|----------------------------------|------------------|
| FICA/Medicare                    | \$158,640        |
| TRS                              | \$15,742         |
| Health                           | \$187,491        |
| Less Grant Contribution          | -\$107,025       |
| FICA Expense – Personnel In-Kind | \$21,523         |
| Non-Federal Benefits             | <b>\$276,370</b> |

Based on the allocation for the Early Head Start portion of the 2025/2026 Head Start and Early Head Start Grant, the District, in keeping with the Cost of Living, applied a 2% rate increase to Early Head Start staff. In doing so, there was little budget allocation remaining to purchase much-needed Early Head Start supplies (such as, but not limited to, diapers, wipes, pull-ups, formula). The District will pay for these items out of the non-federal match calculated as follows:

5 classrooms x \$3,000 per room for supplies = \$18,000.00.

The District is using a District building to house the Early Head Start Program. The District is not charging the Head Start Grant utilities to operate out of the District building, however we would like to request that the cost of the utilities be used as in-kind. The calculation is as follows:

1. Gas – estimated at \$20,606.00/year - \$10,303.00 would be allocable to the Early Head Start classrooms housed at the District building.
2. Water – estimated at \$17,965.00/year - \$8,982.50 would be allocable to the Early Head Start classrooms housed at the District building.
3. Electric - estimated at \$14,336.00/year - \$7,168.00 would be allocable to the Early Head Start classrooms housed at the District building.

The District is using a District building to house the Early Head Start Program. The District is not charging the Head Start Grant rent to operate out of the District building, however we would like to request that the cost of the rent be used as in-kind. The calculation is as follows:

5 rooms x \$500 per room per month x 11 months = \$27,500.00.



**City School District of the City of Niagara Falls**  
**Head Start/Early Head Start**

March 27, 2025

Carolyn S. Baker  
Regional Program Manager  
Administration for Children and Families,  
Office of Head Start, New York Regional Office  
26 Federal Plaza, Room 4114  
New York, NY 10278

Re: Grant No. 02CH012103

Dear Ms. Baker,

During today's meeting, the proposed continuation application in the amount of \$2,494,531.00 for the 07/01/2025 – 6/30/2026 funding year of Head Start and Early Head Start in the city of Niagara Falls, New York was presented and approved by the members of the City School District of the City of Niagara Falls Head Start/Early Head Start Governing Board.

On behalf of the Governing Board, thank you for your continued support of the children and families we serve in the city of Niagara Falls.

Sincerely,

Russell Petrozzi  
Governing Board President  
NFCSD HS/EHS

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**6.02 Approval of Amendment to 2024/2025 Head Start/Early Head Start Grant** [\(SG 1, 3\)](#)

WHEREAS, On January 2<sup>nd</sup> 2021, the City School District of the City of Niagara Falls (hereafter known as "The District") submitted an application to become the provider of Head Start/Early Head Start services in Niagara Falls, NY; and

WHEREAS, The District was awarded the Head Start/Early Head Start Grant on September 8<sup>th</sup>, 2021, the District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; and

WHEREAS, the Niagara Falls City School District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; and

WHEREAS, The Head Start/Early Head Start Grant is funded from 09/01/2021 through 06/30/2026; and

WHEREAS, The Notice of Award indicates that the project period for Year 4 of the Head Start/Early Head Start Grant is 07/01/2024 – 06/30/2025, with a combined funding of \$2,494,531.00; and

WHEREAS, The Board approved the Continuation Application for the 2024/2025 school year at its meeting on March 21<sup>st</sup>, 2024; and

WHEREAS, The District now wishes to amend some of the line items within the funding amount of \$2,494,531.00; and

WHEREAS, The Department of Health and Human Services, which is the department of the Federal Government that oversees the Head Start/Early Head Start Grant, has requested that the Governing Board, which has been designated as the Niagara Falls City School District Board of Education, approve the amendment budget and narrative for the 2024/2025 Head Start/Early Head Start project period, therefore be it

RESOLVED, That the Board of Education approves the attached amendment budget and narrative for the Head Start/Early Head Start Grant project period of 07/01/2024 – 06/30/2025; be it further

RESOLVED, The District Clerk has the authority to secure the signature of the President of the Board of Education; and be it further

RESOLVED, The President of the Board of Education is designated as authorized to sign the attached Budget Amendment and Narrative.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**6.03 Approval of Nomination of Individual for the Vacancy of Board Member for the Board of Cooperative Educational Services (BOCES) for Orleans-Niagara Counties (SG 4)**

WHEREAS, As a component district, the Niagara Falls Board of Education has the right to nominate an individual to fill such seat; and

WHEREAS, The Niagara Falls Board of Education must notify the Clerk of the BOCES Board in writing at least thirty (30) days **(no later than March 24<sup>th</sup>)** prior to the date of the election and meeting of its nomination; and

WHEREAS, This school district wants to nominate a person who is familiar with both the needs of the Niagara Falls City School District and the community, now; therefore, be it

RESOLVED, That Vincent Cancemi who resides at 3923 McKoon Ave., Niagara Falls, New York, be nominated by the Niagara Falls Board of Education for the vacancy of Board Member for the Board of Cooperative Educational Services for Orleans-Niagara Counties and that the School District Clerk be authorized and directed to forward his/her name as the Board of Education's nominee; and be it further

RESOLVED, That the Superintendent and the Board President be directed to convey on behalf of the Niagara Falls Board of Education and School District to Vincent Cancemi, Sr., their appreciation for his dedicated representation of the District on the Board of Cooperative Educational Services for Orleans-Niagara Counties (BOCES).

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi.**

**Nays: Mr. Vilardo.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**6.04 Approval of Appointment of Election Inspectors for 2025 (SG 4)**

WHEREAS, The annual school election/budget vote of the Niagara Falls City School District will be held on Tuesday, May 20, 2025; and

WHEREAS, This Board at its February 27, 2025, Regular Meeting established the number and location of election polls; and

WHEREAS, Education Law 2607 states that "...the Board of Education shall appoint for each election district at least three qualified voters residing therein to act as inspectors at such election in such election district at such election" and 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; and

RESOLVED, That the following list of qualified voters are hereby appointed to serve as Inspectors, and/or poll monitors, as indicated, to perform all duties in connection with canvassing of the ballots at said school election/budget vote pursuant to 2610 of the Education Law; and

RESOLVED, That each inspector appointed be compensated in the amount of \$131.25 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 \$30.00, and

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 19, 2025, be compensated \$25.00. (Attached)

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

**6.05 Approval of Appointment of Alternate Election Inspectors for 2025**  
(SG 4)

WHEREAS, The Annual School Election/Budget Vote will be held on Tuesday, May 20, 2025; and

WHEREAS, At the Regular Board Meeting of March 27, 2025, election inspectors were appointed to work the polls for that election; and

WHEREAS, In the normal course of events some inspectors are unable to work on the particular day of the election and must be replaced; therefore, be it

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 \$131.25 for the day's work; and be it

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 19, 2025, be compensated \$25.00.

ANNUAL SCHOOL ELECTION

May 21, 2024

Additional Election Inspectors

School Election District

3<sup>rd</sup> Legislative District

|   |                         |                                                                                                       |
|---|-------------------------|-------------------------------------------------------------------------------------------------------|
| 1 | Election District 1     |                                                                                                       |
| 2 | Election District 2,3   | Nancy Gambino; Glen Gambino; Diane Nastasi                                                            |
| 3 | Election District 4,5,7 |                                                                                                       |
| 4 | Election District 6     | Joyce Hamilton                                                                                        |
| 5 | Election District 8     | Edward Beckles; Judy Johnson Paonessa;<br>Melissa Wannemacker<br>4 <sup>th</sup> Legislative District |

|   |                     |
|---|---------------------|
| 6 | Election District 1 |
| 7 | Election District 2 |
| 8 | Election District 3 |

|    |                     |                                                        |
|----|---------------------|--------------------------------------------------------|
| 9  | Election District 4 | Ralph X Gillon                                         |
| 10 | Election District 5 | Maureen Harris<br>5 <sup>th</sup> Legislative District |

|    |                       |                |
|----|-----------------------|----------------|
| 11 | Election District 1,2 |                |
| 12 | Election District 3   |                |
| 13 | Election District 4   | Lindsay Curcio |
| 14 | Election District 5   |                |

6<sup>th</sup> Legislative District

|    |                       |
|----|-----------------------|
| 15 | Election District 1   |
| 16 | Election District 2,3 |

|    |                     |
|----|---------------------|
| 17 | Election District 4 |
| 18 | Election District 5 |

|    |                     |                                      |
|----|---------------------|--------------------------------------|
| 19 | Election District 6 | Mildred Jones, Lisa Talarico Jaskula |
| 20 | Election District 7 |                                      |
| 21 | Election District 8 |                                      |



**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.06** Approval of Appointment of Students as Election inspectors for May 2025 (SG 4)

WHEREAS, The Board at its February 27, 2025 Regular Meeting established the number and location of election polls; and

WHEREAS, Education Law 2607 states that "...the Board of Education shall appoint for each election district at least three qualified voters residing therein to act as inspectors at such election in such election district at such election" and 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, A student 17 years of age who is enrolled in the District, with the consent of the student's parent, guardian or other person in parental relation, may serve as an election inspector or poll clerk pursuant to 3-400 of the election law and any other applicable provision of the law; therefore, be it

RESOLVED, That the following list of qualified students are hereby appointed to serve as inspectors, to perform all duties in connection with canvassing of the ballots at said school election/budget vote pursuant to 2610 of the Education Law and 3-400 of the Education Law; and

RESOLVED, That each student appointed to serve as an election inspector be compensated in the amount of \$131.25 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 each election student serving as an inspector who attends a training workshops conducted by the District Clerk be compensated \$25.00.

ANNUAL SCHOOL ELECTION  
May 20, 2025  
Election Inspectors

| School Election District             |              |       | 3 <sup>rd</sup> Legislative District                             |                   |
|--------------------------------------|--------------|-------|------------------------------------------------------------------|-------------------|
| 1                                    | Elect. Dist. | 1     | Board of Education Admin. Bldg.<br>630 – 66 <sup>th</sup> Street |                   |
| 2                                    | Elect. Dist. | 2, 3  | St. John De LaSalle<br>8469 Buffalo Avenue                       | Emma Beckles      |
| 3                                    | Elect. Dist. | 4,5,7 | Grace Lutheran Church<br>736 Cayuga Drive                        | Katherine Adamec  |
| 4                                    | Elect. Dist. | 6     | Geraldine J. Mann School<br>1330 95 <sup>th</sup> Street         | Emmalyn Pyra      |
| 5                                    | Elect. Dist. | 8     | 79th Street School<br>551 79th Street                            | Ellis Smith       |
| 4 <sup>th</sup> Legislative District |              |       |                                                                  |                   |
| 6                                    | Elect. Dist. | 1     | St. John AME Church<br>917 Garden Avenue                         | Ke'ajahnae Walker |
| 7                                    | Elect. Dist. | 2     | VFW Post 917<br>2435 Seneca Avenue                               | Elias Hunt        |
| 4 <sup>th</sup> Legislative District |              |       |                                                                  |                   |
| 8                                    | Elect. Dist. | 3     | Wrobel Towers<br>800 Niagara Avenue                              | Madisyn Colvin    |
| 9                                    | Elect. Dist. | 4     | NF Public Library<br>1425 Main St.                               | Cameran Watts     |
| 10                                   | Elect. Dist. | 5     | Niagara Arts & Cultural Center<br>1201 Pine Avenue               | Osiris Acevedo    |
| 5 <sup>th</sup> Legislative District |              |       |                                                                  |                   |
| 11                                   | Elect. Dist. | 1     | Maple Avenue School<br>952 Maple Avenue                          | Mya Bennett       |

ANNUAL SCHOOL ELECTION  
May 20, 2025  
Election Inspectors

|                                      |                           |     |                                                          |                   |
|--------------------------------------|---------------------------|-----|----------------------------------------------------------|-------------------|
| 12                                   | Elect.<br>Dist.           | 3   | Gaskill Prep School<br>910 Hyde Park Blvd.               | Xavier DeJesus    |
| 13                                   | Elect<br>. Dist.<br>Elect | 4   | Hyde Park School<br>1620 Hyde Park Blvd.                 | Noriana Ellison   |
| 14                                   | Dist.                     | 5   | John Duke Senior Citizens Center<br>1201 Hyde Park Blvd. | Johnyea Franklin  |
| 6 <sup>th</sup> Legislative District |                           |     |                                                          |                   |
| 15                                   | Elect<br>. Dist.          | 1   | City Hall<br>745 Main Street                             | Matthew Catanzaro |
| 6 <sup>th</sup> Legislative District |                           |     |                                                          |                   |
| School<br>Election<br>District<br>16 | Elect.<br>Dist.           | 2,3 | Cristoforo Columbo Society<br>2223 Pine Avenue           | Jasmine Purewall  |
| 17                                   | Elect.<br>Dist.           | 4   | Bloneva Bond Primary School<br>2513 Niagara Street       | Saquan Mitchell   |
| 18                                   | Elect.<br>Dist.           | 5   | Packard Court Community Center<br>4300 Pine Avenue       | Tarianna Brinson  |
| 19                                   | Elect.<br>Dist.           | 6   | Community Education Center<br>6040 Lindbergh Avenue      | Emma Santos       |
| 20                                   | Elect.<br>Dist.           | 7   | LaSalle Prep School<br>7436 Buffalo Avenue               | Kiara Haynes      |
| 21                                   | Elect.<br>Dist.           | 8   | Spallino Towers<br>720 Tenth Street                      | KaNiya Thomas     |

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.07 Approval of Appointment of Liaison to Students Serving as Election Inspectors for May 2025 (SG 1, 4)**

WHEREAS, The Board at its March 27, 2025 Regular Meeting authorized the appointment of students to serve as election inspectors; and

WHEREAS, it is desirable to assist students serving as election inspectors by appointing a knowledgeable person to act as a liaison; therefore, be it

RESOLVED, That the following individual be appointed as liaison to students serving as election inspectors.:

Ann Marie Hauptner  
628 Chestnut Avenue  
Niagara Falls, NY 14305

RESOLVED, That said liaison be compensated in the amount of \$450.00 for the day's work, and

BE IT FURTHER RESOLVED, That the Clerk of the Board of Education is hereby directed to give written notification of such appointment to the appointee.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**6.08 Approval of Extensions of Transportation Contracts and Contract Between the School District of The City of Niagara Falls, New York and First Student, Inc. for Transportation Services – September 1, 2025 – August 31, 2030 (SG 3)**

WHEREAS, According to §305, subdivision 14 of the State Education Law, extensions of existing Transportation Contracts are permitted for a maximum of five (5) years, subject to the power of the Commissioner of Education to approve or disapprove; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law; and

WHEREAS, The District has seven (7) Transportation Contracts with First Student Inc., scheduled to terminate August 31, 2025, which it wishes to extend for a five (5) year period to commence on September 1, 2025 and terminate on August 31, 2030, subject to the approval of the Commissioner; and

WHEREAS, The District also wishes to execute a Contract providing for terms and conditions of performance required of First Student, Inc., during the extension period of the Transportation Contracts, and compliance with all laws, rules and regulations pertaining to transportation of students; therefore, be it

RESOLVED, That the Board of Education hereby approves the

extensions of the Transportation Contracts listed below, with the District's current Contractor, First Student, Inc. for transportation services, for a period of five (5) years commencing September 1, 2025 and terminating August 31, 2030, at a cost not to exceed the 2024-2025 contract costs together with an increase in an amount not to exceed the Consumer Price Index, as provided in the law, for year 2025-2026:

- 451 Out of District Transportation
- 452 Visually Challenged Transportation
- 453 BOCES Mid Day and Full Day Transportation
- 454 Wheelchair Transportation
- 451S Summer School Out of District Transportation
- 452S Summer School Visually Challenged Transportation
- 454S Summer School Wheelchair Transportation

and further

RESOLVED, That such action is subject to the approval of the Commissioner of Education as provided by applicable provisions of New York State Education Law; and further

RESOLVED, That the Board of Education approves the Contract between the District and First Student, Inc. providing for their agreement to the extension of all the Transportation Contracts and for other terms and conditions of performance required of First Student, Inc, a copy of which is attached; and further

RESOLVED, That the President of the Board and the Superintendent of Schools as may be required, be and hereby are authorized to execute the extensions of the Transportation Contracts hereto attached and the Contract, subject to other terms and conditions as may be required by the Superintendent of Schools or School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the required signatures of the President of the Board and the Superintendent as may be required on the Transportation Contracts and the Contract.

TRANSPORTATION CONTRACT BETWEEN  
NIAGARA FALLS CITY SCHOOL DISTRICT and  
FIRST STUDENT, INC.

This Contract made the 27th day of March 2025 by and between the City School District School of the City of Niagara Falls ("District") and First Student, Inc. ("First Student").

WHEREAS, the First Student has been providing services for transportation of District's students pursuant to Contracts 451S, 452S and 454S for Summer School and Contracts 451, 452, 453 and 454 for the Regular School Year, all scheduled to terminate August 31, 2025; and

WHEREAS, the District and First Student desire to extend the Contracts for a period of five (5) years, to commence on September 1, 2025 and to terminate August 31, 2030

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

(1) The District and First Student agree to extend the Summer School Contracts Numbers 451S, 452S, and 454S for transportation of students during Summer School for a period of five (5) years to commence September 1, 2025 and terminate August 31, 2030.

(2) The District and First Student agrees to extend the Regular School Year Contracts 451, 452, 453, and 454 for transportation of students during Regular School Year for a period of five (5) years to commence September 1, 2025 and to terminate August 31, 2030.

(3) First Student agrees to provide all services required to be performed by it pursuant to Contracts 451S, 452S and 454S for Summer School and 451, 452, 453 and 454 for Regular School Years 2025-2030 and to perform all conditions therein required for it to perform including but not limed to indemnifying the District for any damages resulting from the performance of such services and provide liability insurance naming the District as an additional party acceptable to the District.

IN WITNESS WHEREOF, the parties have set their signatures and seals on the date first written above.

City School District of the  
City of Niagara Falls, New York

By \_\_\_\_\_  
First Student, Inc.  
Mark Laurrie  
Hummel  
Superintendent of Schools  
Manager

By \_\_\_\_\_  
Rob  
Area General

City School District of the  
City of Niagara Falls, New York

By \_\_\_\_\_  
Russell Petrozzi  
President of the Board of Education

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**  
**Nays: None.**  
**Carried.**

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**6.09 Approval of Extensions of Transportation Contracts and Contract Between the School District of The City of Niagara Falls, New York and Niagara Falls Coach Lines, Inc. for Transportation Services September 1, 2025 – August 31, 2030 (SG 3)**

WHEREAS, According to §305, subdivision 14 of the State Education Law, extensions of existing Transportation Contracts are permitted for a maximum of five (5) years, subject to the power of the Commissioner of Education to approve or disapprove; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law; and

WHEREAS, The District has eleven (11) Transportation Contracts with Niagara Falls Coach Lines, Inc., scheduled to terminate August 31, 2025, which it wishes to extend for a five (5) year period to commence on September 1, 2025 and terminate on August 31, 2030, subject to the approval of the Commissioner; and

WHEREAS, The District also wishes to execute a Contract providing for terms and conditions of performance required of Niagara Falls Coach Lines, Inc., during the extension period of the Transportation Contracts, and compliance with all laws, rules and regulations pertaining to transportation of students; therefore; be it

RESOLVED, That the Board of Education hereby approves the extensions of the Transportation Contracts listed below, with the District's current Contractor, Niagara Falls Coach Lines, Inc. for transportation services, for a period of five (5) years commencing September 1, 2025 and terminating August 31, 2030, at a cost not to exceed the 2024-2025 contract costs together with an increase in an amount not to exceed the Consumer Price Index, as provided in the law, for the year 2024 – 2025:

E005596E90/10 In Dist Reg Ed  
E005248EKindergarten In Dist  
E005245EIntegration In Dist Racial Imbalance  
E005247ETrainable Special Needs In Dist  
E005591ESpecials In Dist Special Needs  
E005592ESpecial Needs In Dist Special  
E005594EField Trips  
E611356D Summer School Regular  
E611357D Summer School Special  
C575919EAides and Monitors  
C575920D Summer Aides and Monitors

and further

RESOLVED, That such action is subject to the approval of the

Commissioner of Education as provided by applicable provisions of New

York State Education Law; and further

RESOLVED, That the Board of Education approves the Contract between the District and Niagara Falls Coach Lines, Inc. providing for terms and conditions of performance required of Niagara Falls Coach Lines, Inc.; and further

RESOLVED, That the President of the Board be authorized and directed to execute the extensions of the Transportation Contracts hereto attached and the Contract, subject to other terms and conditions as may be required by the School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Transportation Contracts and the Contract.

TRANSPORTATION AGREEMENT BETWEEN  
THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS and  
NIAGARA FALLS COACH LINES, INC.

This Agreement made the 27th day of March 2025 by and between the

City School District of the City of Niagara Falls, New York ("District") and Niagara Falls Coach Lines, Inc. ("NFCL").

WHEREAS, Niagara Falls Coach Lines, Inc. has been providing services for transportation of District's students pursuant to Contracts for the Regular and Summer School Year; and

WHEREAS, the District and NFCL desires to extend the Contracts for a period of five (5) years.

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

(1) The District agrees to extend contracts E611357D, E611356D, and C575920D to commence September 1, 2025 and terminate August 31, 2030.

(2) The District agrees to extend contracts E005245E, E005247E, E005248E, E005591E, E005592E, E005594E, E005596E, and C575919E for transportation of students during the Regular School Year 2025-2030, to commence September 1, 2025 and to terminate August 31, 2030.

(3) Niagara Falls Coach Lines, Inc. agrees to provide all services required to be performed by it pursuant to Contracts to commence September 1, 2025 and to terminate August 31, 2030; and to indemnify the District for any damages resulting from the performance of such services and provide liability insurance naming the District as an additional party acceptable to the District.

IN WITNESS WHEREOF, the parties have set their signatures and seals on the date first written above.

City School District of the



City of Niagara Falls, New York

Niagara Falls Coach Lines, Inc.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**6.10** Approval of 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 [\(SG 1\)](#)

WHEREAS, The City School District of the City of Niagara Falls ("District") and Niagara County Department of Social Services ("Social Services") recognize that a multi-systemic approach to youth is critical to establish the future success of young adults ages 12-15, and that an innovative partnership between them needs to be created to implement such approach; and

WHEREAS, The District and Social Services agree to form a Crime Prevention Collaborative Partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth ages 12-15 by addressing their educational, social and emotional needs; and

WHEREAS, An Agreement has been negotiated by the Superintendent with the Niagara County Department of Social Services for creation of the Crime Prevention Collaborative Partnership and is presented to the Board for its action; and

WHEREAS, The Agreement provides, among other things, for the District and Social Services to each contribute Thirty Thousand Dollars (\$30,000.00) for a total of Sixty Thousand Dollars (\$60,000.00) to fund the program.

WHEREAS, The Social Services will reimburse the District the sum of \$3,333.33 per month for nine (9) 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 \$3,333.33 per month for nine (9) 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 27th day of March 2025, 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 multi-systemic approach to youth is critical to establish the future success of young adults ages 12 through 15, and that an innovative partnership needs to be created to implement such approach; and

WHEREAS, the District and Social Services agree to form a Crime Prevention Collaborative partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth by addressing the educational, social, and emotional needs of youth ages 12 through 15.

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

FIRST: To form an intergovernmental partnership to the fullest extent permitted by law to address the following areas:

- a. Educational
  1. To reduce student truancy.
  2. To improve the attendance and tardiness rate for project students.
  3. To reduce student disciplinary referrals by 10%.
- b. Juvenile Justice
  1. To eliminate new referrals for project students to the Juvenile Justice and Court system.
  2. To eliminate recidivism in criminal activities of the project students.
- c. Social Services
  1. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.
  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 March 28, 2025 and will be in effect until December 31, 2025.

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 December 31, 2025 for the services provided from January 2, 2025 through December 31, 2025.

d. For the services provided in 2025, Social Services shall reimburse the District two payments in the amount of \$15,000.00, payable on July 15, 2025 and December 15, 2025.

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 \$6,666.66 for services rendered as verified by the School Business Administrator.

b. The Buffalo Federation of Neighborhood Centers agreeing to provide :

1. Service up to 30 "at-risk" Niagara Falls City School District students, ages 12 to 15.

2. Provide individual student progress reports each month to collaborating agencies detailing the progress around the objectives listed above.

3. Provide a monthly financial status report on any and all expenditures relating to this program.

4. Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.

5. Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.

6. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.

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.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr.**

**Vilardo.**

**Nays: None.**

**Carried.**

**6.11** Approval of 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 ([SG 1](#))

WHEREAS, The City School District of the City of Niagara Falls ("District") and the Niagara County Department of Social Services ("Social Services") entered into an Agreement providing for an innovative Crime Prevented Collaborative Partnership for a multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15; and

WHEREAS, The Agreement, among other things, provides for the District to enter into an Agreement with the Buffalo Federation of Neighborhood Centers ("BFNC") to provide the services required in implementing the Crime Prevention Collaborative Partnership; and

WHEREAS, According to the Contract the District will pay BFNC the sum of Six Thousand Six Hundred Sixty Six Dollars (\$6,666.00) per month for nine (9) 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 \$3,333.33 per month commencing the 1st day of the month, for services rendered for the previous month, commencing the 1st day of May and continuing thereafter with the last payment on the 31s day of December 2025; and

WHEREAS, The Superintendent has negotiated a Contract with BFNC, Inc. to provide the services required; therefore, be it

RESOLVED, that the Board hereby approves the Contract between the City School District of the City of Niagara Falls and the Buffalo Federation of Neighborhood Centers to provide services in implementing the Crime Prevention Collaborative Partnership for the multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15 which is attached hereto; and be it further

RESOLVED, that the Contract is subject to such further terms, provisions and conditions that may be deemed appropriate by the Superintendent and the School District Attorney; and be it further

RESOLVED, that the President of the Niagara Falls Board of Education be authorized to execute the Contract; and be it further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on said Agreement.

#### CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AN INDEPENDENT CONTRACTIOR

THIS AGREEMENT made this 27th day of March 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS CITY, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS, 97 Lemon Street, Buffalo, NY 14204 (hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as consultant to render to the First Party the professional consulting services in the area of multisystemic crime prevention (See Attachment A), hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to multisystemic crime prevention services and shall include without limitation a multisystemic crime prevention intervention services to students ages 12-15 years old, including but not limited to the following:

- Service up to 30 “at-risk” Niagara Falls City School District students, ages 12 to 15.
- Provide individual student progress reports each month to all three collaborating agencies detailing the progress around the objectives listed above.
- Provide a monthly financial status report on any and all expenditures relating to this program.
- Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.
- Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.
- Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school’s concern, and to offer a range of home and school-based services available to assist them.
- Provide instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
- Provide the families, parenting or other skill improvement assistance.
- Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
- Work toward referred youth showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

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 March 28, 2025, through December 31, 2025. Payment shall be made as follows: the sum of \$6,666.66 on the first day of each month commencing on the 1st day of May 2025 and continuing on the 1st day of each and every month thereafter until the 1st day of December 2025, for services rendered during the previous month. Payment shall be by checks made payable to the order of the Second Party, and shall be deemed full payment to the Second Party.

In the event the Niagara County Department of Social Services ("Social Services"), which has committed to participate in the Program to the extent of \$30,000.00 payable in equal monthly installments, fails to make its monthly payment of \$3,333.33 then and in such event the District shall pay the Second Party the sum of \$3,333.33 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 March 26, 2025, through December 31, 2025, 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.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**6.12 Approval of Payment No. 12 to John W. Danforth for HVAC Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) Contract 123B (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$39,993.16; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,999.66; and

WHEREAS, The amount of payment the District will issue shall be \$39,993.16 less the required 5% retainage (\$1,999.66) as outlined in the contract, \$37,993.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$37,993.50 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**6.13 Approval of Payment No. 12 to John W. Danforth for HVAC Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) Contract 123C (SG 3)**



WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$56,744.20; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,837.21; and

WHEREAS, The amount of payment the District will issue shall be \$56,744.20 less the required 5% retainage (\$2,837.21) as outlined in the contract, \$53,906.99; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$53,906.99 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings. The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**6.14 Approval of Payment No. 12 to Frey Electric Construction Co. Inc. for Electrical Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for

services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$115,082.57; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$5,754.13; and

WHEREAS, The amount of payment the District will issue shall be \$115,082.57 less the required 5% retainage (\$5,754.13) as outlined in the contract, \$109,328.44; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$109,328.44 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

#### **6.15 Approval of Payment No. 12 to Stark Tech for Technology Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application

and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$10,348.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$517.40; and

WHEREAS, The amount of payment the District will issue shall be \$10,348.00 less the required 5% retainage (\$517.40) as outlined in the contract, \$9,830.60; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$9,830.60 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

#### **6.16 Approval of Payment No. 4 To MKS Plumbing Co. Inc. for Plumbing Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with MKS Plumbing for Plumbing work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, MKS Plumbing Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$7,100.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$355.00; and

WHEREAS, The amount of payment the District will issue shall be \$7,100.00 less the required 5% retainage (\$355.00) as outlined in the contract, \$6,745.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$6,745.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**Review of the Proposed Policy(ies) – None.**

### **Information and Reports**

Oral Communications - Public Comment on non-Agenda Items

Lawrence Blaber 625 38<sup>th</sup> Street -Mr. Blaber spoke on the salt trucks and CDL. He pointed out that to have a CDL one needs to read. He claims 75% of third graders cannot read in the District. Niagara County Information Group will host a Teen Hall listening session March 30 and March 31; attendance is encouraged.

Michael Barksdale 2217 Independence Ave.- Spoke on the meaning of the Board of Education and took umbrage with the discussion of salt trucks. He felt there should have been discussion of student achievement instead. He claims his group was eviscerated when brining up poor student achievement in the past.

Gloria Dolson 1352 Cleveland Avenue – thanked Mr. Laurrie for his work; when 50 students from Howard University were in town, Mr. Laurrie donated their lunches. Thanked the Board, who have been responsive and have donated to the Men Standing Strong Together Group. LaSalle Educational Club invites the Board to its 56<sup>th</sup> Scholarship Dinner to be held Friday, June 13, 6 p.m. and recognizing Mr. Mohr, Jr., a teacher at Cataract Elementary. She further thanked Ms. Manella for her support of Mrs. Dolson's granddaughter, Alexianna Dolson. Leaders need help; we should all work to support community leaders.

Deacon Gibbs 2113 Ferry Avenue – Deacon Gibbs taught chess at Maple Ave last semester, and would like to continue to teach in the elementary

schools. He would like to see a change in student attire at NFHS. He particularly mentioned female students. He also spoke on the proposed cell phone policy.

#### Superintendent's Report

Mr. Laurie:

Mr. Laurie thanked the speakers and will respond to Deacon Gibbs. He further shared that:

NFHS is putting on a career/work fair Saturday, March 29th in the Main Arena at NFHS from 10a.m. – 1p.m. Let people know this is occurring and is a great opportunity for work and job placement; 32 companies will be present.

Make sure you plan to see the NFHS Proscenium Players theatre production of "Godspell" at the PAC of NFHS on Thursday, March 27th – Saturday, March 29th with show times at 7p.m. On Saturday, March 29th there will also be a 1p.m show.

Our annual Reverend Dr. Martin Luther King celebration will be held on Tuesday, April 8th at Bond Primary School at 6 p.m. We have a guest speaker this year named Lisa McNair. Her sister was killed in the Birmingham , Alabama church bombings. We will honor NFHS student Julissa Hernandez with a young adult civil rights award, Ms. Karen Howard with the Tiffany Nalls Award and Mr. Eric Fields Sr. with the Rev. Dr. Martin Luther King Award Civil Rights award. Great music, speakers and tremendous honorees. GPS LPS on Monday; Tuesday at NFHS.

Twelve students were on hand at 39th Street ironworkers shop as our students learned to weld. Company representatives who were present were impressed.

Upcoming student travel includes the annual trip to Historically Black Colleges and Universities; the baseball team is traveling; and the foreign language students are traveling to Europe.

Training day for the new Apple Products took place; Mr. Laurie is very pleased with the enthusiasm for this project.

Frank Massaro, son of Georgia Littere, has been appointed as cardio vascular anesthesiologist at Roswell Park and NF Memorial Medical Center.

Mr. Laurie has great appreciation for NFHS staff, we lost a beautiful ninth grade student this week. Team B students were overcome. Staff and teachers were responsive and supportive, counselors and social workers have been outstanding. The boy's family brought pizza to the teachers today, which is amazing. It is a tragedy. Our deepest sympathy. Thanks to staff and student body.

Also, the family of Kristen Grandinetti is present, that family lost a sister, Gail Young . These are special citizens in the community.

#### BOARD COMMENTS:

Mr. Vilardo The loss of a student truly tragic. We do care about our students and learning.

(Mr. Laurie: NFHS offers 64 college courses free of charge to students).

Mr. Bilson It's an honor to be on the Board with people who care deeply about students. It has been a wonderful meeting tonight, from learning about the Head

Start Policy Council to discussing welding to discussing long term academic goals and community support. Head Start supports literacy, closes achievement gaps, etc.

Mr. Cancemi The general public knows the Board cares. Congratulations to Mr. Laurrie on being awarded a Black Achievement Award.

Mr. Paretto: has been on Board for a few terms; the members care deeply. The District is not perfect, but we put a lot of money in our children, and have the best teachers. Taking a potshot at a safety issue is insulting. Money spent on air conditioning, safety, things other districts are not doing, shows we are way ahead of other districts. This is for student safety, from Pre-K to grade 12. We are here because we care. Mr. Paretto's daughter worked with the recently deceased young student. The situation is heartbreaking. To his family, our hearts are broken with you.

Mrs. Dunn: Agrees with Mrs. Dolson, all people need to come together. The City will not get better by divisiveness. The Board seats are unpaid; members are here because they care. Learning is never ending. NF Black Achievers is back; it started in 1976. Three, \$500 scholarships and \$1,000 scholarship also were awarded at the recent dinner. Two more, \$500 scholarships remain. The deadline to apply is April 7, 2025.

Mr. Petrozzi: echos the sentiments of his colleagues.

### Advanced Planning

#### Future Agenda Items

| <b>BRS</b><br><b>Thursday, April 3, 2025</b>                                                                            | <b>ARS/Regular Mtg.</b><br><b>Thursday, April 10, 2025</b>                                                              |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 1.                                                                                                                      | 1. Superintendent's Recommended 2025-2026 General Fund Budget Update                                                    |
| 2. 2025-2026 General Fund Budget                                                                                        | 2. Capital Projects                                                                                                     |
| 3. Review of Board Meeting Agenda Items – April 10 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> | 3. Review of Board Meeting Agenda Items – April 10 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> |
|                                                                                                                         | 4. Regular Meeting                                                                                                      |

#### Future Meeting Dates

Adjournment in memory of the following who recently passed away:  
Motion to exit executive session at 8:35 p.m. and adjourn.

Motion by, second by

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Meeting Adjourned at 7:53 p.m. in memory of:

**Ayes: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Nays: None.**

**Carried.**

**DATE:** April 3, 2025  
**KIND OF MEETING:** **BRS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:34 p.m.

**MEMBERS PRESENT:** Mr. Bass (entered 5:56 p.m.), Mr. Bilson, Mr. McLeod, Mr. Petrozzi

**MEMBERS EXCUSED:** Mr. Cancemi, Mr. Capizzi, Mrs. Dunn , Mr. Paretto, Mr. Vilardo

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mrs. Jacklin, Mr. Schwertfager, Mr. Smeal, Mr. Carella, Mr. Smeal, Mr. Granieri, Mrs. Glaser. Attorney Mr. Massaro.

Mr. Laurrie wished safe travels to Board members who are attending National School Boards Convention and wished better health to Mr. Paretto, who is under the weather.

**The contractors have been outstanding partners.**

**Capital Projects Mr. Smeal BBC: Antonio Miceli; Stu Lowe; Chris Dowling; Joe Aramini; Joe Mannarino; Bill Zografos. CPL: Brian Trott.**

Mr. Miceli is leaving BCC and Mr. Aramini is his replacement on our job. Mr. Laurrie thanked Mr. Miceli for his work over the years; he will be missed. Mr. Laurrie has worked with Mr. Miceli on \$150 million dollars worth of capital projects over 12 years.

Mr. Lowe shared that the ABOFA Project is going very well, on time and well within budget.

Much of the secured vestibule work has been done or near completion, more will be done in the coming months, spring break and wrapping all up this summer.

At the request of the District, branding graphics were added on and above the new fire doors at the High School. Four locations, both sides. No matter what state the doors are in (open or closed) logos will be visible.

Work is continuing on the greenhouse construction at Bloneva Bond. Finish work, doors and hardware remain.

At Gaskill Prep, HVAC upgrades continue. Start-ups and commissioning have begun on ground units, remaining work is waiting until power upgrades are completed. Chillers are in place and piped, working on insulation and controls. Extraordinary amount of piping for both the chilled water system and the refrigeration for the VRF system has been done. LaSalle Prep is undergoing the same work on the time line.



At Cataract, new boilers have been installed; owner training has taken place.

Remaining work includes:

Vestibules at Hyde Park, Maple Avenue, LaSalle, GJ Mann, and NF High School  
Electrical Services Completion at Gaskill & LaSalle work has started, with  
estimated completion by end of May 2025.

HVAC Start-up and Commissioning at Gaskill and LaSalle: Equipment start-ups  
and commissioning have begun, remaining systems are waiting on new power  
feeds to be completed.

Greenhouse at Bloneva Bond: Finish work, doors & hardware remain with  
completion expected early to mid-May 2025.

Walk of Fame at NF High School:

Stainless Steel Plaque Placement.

Commissioning of Cameras, Security & Fire Alarm. Mr. Laurrie has concerns  
about one wall; the manufacturer has been contacted to rectify it.

The District greenhouse at Bond is one of the only greenhouses attached to a  
school in NYS. NF one of the rare districts statewide in which all schools have  
air conditioning.

Greater Niagara Mechanical has been excellent to work with.

New manner of tracking fire alarms: new fire dialers are now being used, as  
hard wiring is not reliable. All alarms will go through to a call center, the same  
on the security alarms go through. One call center will handle all calls.

Nuisance Alarms will be in place at 30 second alarm if a door is propped open.

Owner requested change order will be voted on next week to remediate a  
situation at Abate. This will address a “cut-through” near Eleventh Street, which  
was impacted by a water break in 2023. The underlayment of the east portion  
was severely damaged. It is now a safety issue, which hopefully will be  
addressed during spring break.

The team has led contractors to complete work far in advance of the deadline.  
Finance can they process paperwork to secure the 98% reimbursement from the  
State. Remaining funds will reduce debt service. Less than one day has been lost  
during the project due to injury.

Mr. Laurrie concluded the presentation by extoling Mr. Miceli’s work and  
wishing him well in Charlotte, NC. He is a professional who gets things done.

Mr. Miceli commented that he has enjoyed his time in Niagara Falls and  
appreciated District leadership during his time here.

**2025-2026 General Fund Budget–** *Mr. Laurrie/Mrs. Holody/Mrs. Jacklin*

There will be a resolution to vote on the budget next week. The only number  
that could increase is the Foundation Aid, but the District is not counting on  
that. If there is an increase, fewer reserve funds will be used.

The Superintendent’s recommended budget is \$202,840,136.00.

The gap has been eliminated by use of the following reserves:

|                      |             |
|----------------------|-------------|
| WORKERS COMPENSATION | \$250,000   |
| EMPLOYEE RETIREMENT  | \$450,000   |
| TEACHER RETIREMENT   | \$850,000   |
| EBLARS               | \$600,000   |
| USE OF FUND BALANCE  | \$1,614,241 |

Mr. Laurie explained that expiring grants increased by \$150,000 for Head Start, as we anticipate a reduction in funding from the Federal government. There is an assumption that McKinney Vento will not be funded.

The District will consider a thought exchange regarding the proposed state cell phone ban and perhaps a town hall meeting. Funding for this ban is not in the budget. Phone pouches would possibly be necessary to implement such a ban.

The property tax report card will also be an item voted on next week.

Tomorrow, we will receive a draft of the Bonadio internal audit. The auditors found one confirmatory in the month of February after reviewing \$14,772,219 worth of expenditures and two in the last four months. The District anticipates one or two findings, having to do with paperwork not funds, for example, a missing date on a form from 1998.

A review of the agenda was held.

#### COMMENTS:

Our annual Reverend Dr. Martin Luther King celebration will be held on Tuesday, April 8<sup>th</sup> at Bond Primary School at 6 p.m. We have a guest speaker this year named Lisa McNair. Her sister was killed in the Birmingham , Alabama church bombings. We will honor NFHS student Julissa Hernandez with a young adult civil rights award, Ms. Karen Howard with the Tiffany Nalls Award and Mr. Eric Fields Sr. with the Rev. Dr. Martin Luther King Award Civil Rights award. Great music, speakers and tremendous honorees.

Next Saturday, April 5, 2025 at 6p.m. at NFHS, the Meat Raffle will be held and benefits Black Excellence and the District-wide Parent Committee.

On April 8, 2025, students will go to the Maryland area to tour Historically Black Colleges and Universities; Mr. Bass will again join them.

On April 9, 2025, a PTECH Pathway Choice Night for grade eight students will take place at NFHS.

Foreign language high school students are currently on a trip in London, England.

Grade nine students at North Tonawanda and Niagara Falls high schools participated in a program at the Culinary Institute to hear a speaker from Ingram Micro who discussed PTECH and jobs.

Tuesday, April 7, 2025, students in grades three through eight will take the NYS ELA assessment, which will be administered over two to three days. Mr. Laurrie wishes them well and is confident that they will do fine.

*Mr. Bass questioned why it takes so long to get test results back from NYS. Mr. Carella answered that, in part, it is because the State needs time to establish the cut scores to place students into one of four categories. Results are sometimes not available to the District before six months, limiting the usefulness of the results for the specific students sitting for those tests.*

**DATE:** April 10, 2025  
**KIND OF MEETING:** **ARS**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.  
**MEMBERS PRESENT:** **Mr. Bilson, Mr. Capizzi, Mrs. Dunn, , Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**  
**MEMBERS ABSENT:** **Mr. Bass, Mr. Cancemi, Mr. McLeod (excused).**

**Internal Audit Report Mr. Laurrie, Mrs. Holody and Mrs. Jacklin,** explained the result of the internal audit by Bonadio. Accounts payable and grants were audited.

Two findings on the internal audit one involved missing initials on three packets, the other is a paid price that does not match the NVision price. At the end of the transaction, we paid the correct amount.

Item 1: The claims auditor failed to initial a report in three instances. The District has a strong process place. Going forward, she will also be able to approve electronically, in addition to the current fashion of approval.

Item 2: One final cost report item showed a discrepancy with NVision, although the total paid matched. The discrepancy appears to be a typo.

The Board has a resolution before it tonight to accept the Corrective Action Plan.

In all, 1408 packets were reviewed totaling \$31,966,937.00. Of these, only found two exceptions were found totaling \$700.

### **2025-2026 General Fund Budget – Mr. Laurrie/Mrs. Holody/Mrs. Jacklin**

The Superintendent's recommended budget is \$202,840,136.

Projected Revenues of \$198,010,340, plus the use of reserves in the amount of \$1,764,241, will make up those funds. It has an increase of 4.18% year over year.

New York State has yet to pass a budget. There is no tax increase or loss of staff.

Mrs. Jacklin reviewed the tax report card.

Mr. Laurrie introduced Ms. McCreary, a member of staff in attendance.

A review of the agenda was held.

Mr. Carella reviewed summer programs.

The District will offer the following:

#### **Elementary**

##### **Extended Learning Program (ELP)**

July 14 – August 1

Monday – Friday (15 days) 8:45 – 3:00 79th Street Elementary School Pre-K – 5

Full-day program designed to engage students in Language Arts and Math activities in the morning, followed by recreation and extension activities in the afternoon.

Children in attendance will receive a morning snack and lunch.

Busing will be provided to all eligible students. Application available on the District website.

##### **ENL Summer Program**

August 11 - 15

Monday - Friday 8:45-11:30 GJ Mann Elementary School Kindergarten to 5 Half-day program designed to foster literacy skills acquisition while providing students with cultural experiences that celebrate both their native as well as American cultures. Students will be participating in project-based activities that integrate the program goals and will end with a family showcase celebration.

##### **Prep / High School Summer Sports & Enrichment Program**

July 15 – August 14, Monday – Thursday

\*Program begins Tuesday, July 15 11:45 - 3:00 NFHS

Fieldhouse/ Hyde Park Ice Pavillion/Bowl-O-Drome

Entering grades 7 – 11

An afternoon program designed to engage students in sports and enrichment opportunities. Sports include: cheerleading, football, track, ice hockey, boys' basketball, girls' volleyball, boys' and girls' lacrosse, bowling and wrestling. The 2025 Enrichment programs are: F-Bites Culinary, Visual Arts and Entrepreneurship.

The program will run Monday-Thursday from 11:45-3:00. Busing will be provided to all eligible students. Students will receive a free lunch. There is no charge for this program. Application is available on the district website.

### **Camp Wolverine Sr.**

July 14 – August 14, Monday – Thursday  
(20 days) 8:45 - 11:45 NFHS AGES:  
13-21 A half-day program designed to help secondary-level students enrolled in Functional Life Skills classes maintain their level of academic, vocational, social-emotional and behavioral functioning.  
Program will run on Mon., Tues., Wed., Thurs; Bussing provided  
Application available on the District website. A brief review of the agenda was held.

### **Camp Wolverine Jr.**

July 14 – August 1 Monday – Friday (15 days) 8:45 - 11:45  
79th Street Elementary School AGES: 5-12 A half-day program designed to help primary-level students enrolled in Functional Life Skills classes maintain their level of academic, vocational, social-emotional and behavioral functioning. Program will run on Monday to Friday; Bussing provided  
Application available on the District website.

### **Elementary Extended School Year Program July 7 – August 15**

Monday - Friday 8:45 – 11:45 Henry J. Kalfas Primary  
School AGES: 5-21 NFCS students with 12-month IEP's attend this extended school – year program which focuses on maintaining skills/goals from the students' IEP.

### **NFHS Summer Credit Recovery Program**

July 14 – August 14 Monday – Thursday  
August Regents Exams: August 19 & 20 9:00 –12:00 NFHS Grades 9-12  
Online/in-person, or hybrid instruction. Option to enter the high school Academic Support Center for tutoring and other assistance. Note: Regents exams will be administered on August 19 and 20.

### **Prep Summer Credit Recovery**

Programs July 15 – August 15  
Monday – Thursday  
Each school will run its own programs 8:15-11:45 Gaskill Prep and LaSalle Prep Grades 7 and 8 pupils. Credit Recovery and Orientation/Bridge Programs targeted for various student needs. Each school will run its own customized program to serve a variety of student needs. Dates/times and other details will be publicized by each school to parents and students.

An extensive list of professional development opportunities also was shared.

Mr. Laurrie discussed the Science of Reading; the District is meeting all requirements. The Board will see the attestation the District must sign for the State in June.

## **REGULAR MEETING CALL TO ORDER**

Pledge of Allegiance

Reflection

Roll Call

**Mr. Bilson ,Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

**MEMBERS ABSENT: Mr. Bass, Mr. Capizzi, Mr. McCleod. (all excused)**

### **Letters and Communications**

Oral Communications - Public Comment on Agenda Items

Written Communications – None.

### **Recommended Actions from the Superintendent of Schools - Routine Matters**

The following were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

#### **MINUTES – March 2025 (SG 4)**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

#### **APPROVAL OF BUDGET TRANSFER - #9 (SG 3)**

**The vote was as follows:**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Approval of the Bids – (SG 3)

The following were received and filed:

#### **TREASURER'S REPORT – FEBRUARY 2025 (SG 3)**

#### **BUDGET STATUS REPORT – MARCH 2025 (SG 3)**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

#### **PERSONNEL REPORT – CERTIFICATED (SG 2) (Attached).**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo.

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

#### **PERSONNEL REPORT - CLASSIFIED (SG 2) (Attached).**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following were approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**REPORT FROM COMMITTEE ON SPECIAL EDUCATION (SG 1)**

**RECOMMENDATION:**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**Carried.**

The following were approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

**REPORT FROM COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (SG 1)**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**SHORT-TERM CONTRACTS (SG 1) None.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**HEAD START REPORTS Attached.**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**Unfinished Business**

**None**

**New Business**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**6.01 Approval of Nomination of David Lowrey for Placement on the Ballot for the Election of Member of the New York State School Boards Association Board of Directors From Area I (SG 4)**

WHEREAS, In the structure of the New York State School Boards Association, the State is divided into 12 geographic areas, and

WHEREAS, Area I includes most school districts in the Western New York Area, and

WHEREAS, A representative from each of these 12 districts serves as a member of the Board of Directors of the New York State School Boards Association, and

WHEREAS, David Lowery, seeks to serve as NYSSBA Area I Director to serve the needs and interests of all the School Boards in the five counties of

Area I, and is requesting (see attachment) to be nominated for placement on the ballot for the election of Area I Director, and

WHEREAS, Nominations are due to Mary Metheny, Executive Assistant of the New York School Boards Association, on school district stationery no later than July 31, 2025, therefore, be it

RESOLVED, That David Lowery be nominated by the Niagara Falls Board of Education and that the School District Clerk be authorized and directed to forward her name as the Board of Education's nominee.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.02 Approval of Filing of Proposed District Code of Conduct, as Amended, for Public Comment and Notice of Public Hearing (May 8, 2025) (SG 1)**

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Code of Conduct for the District; and

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct, as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Code of Conduct, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Code of Conduct, as amended, and be it further

RESOLVED, that the Code of Conduct, as amended, be filed in the District Clerk's office for public comment on April 11, 2025, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on May 8, 2025 at the District Administration Building, 630-66th Street, Niagara Falls, New York, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties, provided such public hearing could be held in accordance with all the Emergency Declarations of the President of the United States and/or the Governor of New York, otherwise such public hearing will be dispensed with to the extent permitted by the law and/or Emergency Declarations; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Code of Conduct in the District Clerk's office as of April 11, 2025, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for May 8, 2025, all as provided in this Resolution; and



to do any and all actions necessary to effectuate the purpose of this Resolution.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.03 Approval of Filing of Summary of Building-Level School Safety Plans as Amended, for Public Comment and Notice of Public Hearing (May 8, 2025) (SG 1)**

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, Building-Level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulation adopted and filed Building-Level Safety Plans for District Schools annually as required; and

WHEREAS, Building-Level School Safety Teams appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-Level School Safety Plan for their respective school; and

WHEREAS, a summary of each Building-Level School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-Level School Safety Plans, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education accept the Building-Level School Safety Plans, as amended, and submitted by the Building-Level School Safety Teams for the respective schools, and be it further

RESOLVED, that a summary of the Building-Level School Safety Plans, as amended, be filed in the District Clerk's office for public comment on April 11, 2025, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on May 8, 2025 at the District Administration Building, 630-66th Street, Niagara Falls, New York, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the Summary of the Building-Level School Safety Plans, as amended, in the District Clerk's office as of April 11, 2025, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for May 8, 2025, all as provided in this

Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.04 Approval of Filing of Proposed Comprehensive District- Wide School Safety Plan, As Amended, for Public Comment and Notice of Public Hearing (May 8, 2025) (SG 1)**

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, a Comprehensive District-Wide School Safety Plan that addresses crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Comprehensive Plan; and

WHEREAS, a District-Wide School Safety Team appointed by the District, reviewed and amended the Comprehensive District-Wide School safety Plan for the Niagara Falls City School District in accordance with the laws and regulations; and

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Comprehensive District-Wide School Safety Plan, as amended, anticipated to be filed by the District-Wide School Safety team, and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan, as amended, be filed in the District Clerk's office for public comment on April 11, 2025, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on May 8, 2025 at the District Administration Building, 630-66th Street, Niagara Falls, New York, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Comprehensive District-Wide School Safety Plan, as amended, in the District Clerk's office as of April 11, 2025, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled

for May 8, 2025, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.05 Approval of 2024-2025 Health Service Fees for Non-Resident Private and Parochial School Students (SG 4)**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson .

**6.06 Approval of Revision to the Continuation Application for the 2025/2026 Head Start/Early Head Start Grant (SG 1)**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.07 A Motion for Approval of Resolution for the Repair of a Failed Boiler Plant at the Central office Building Resulting in a Condition that Could Affect the Health and Safety of a Publicly Owned Building and Its Occupants (SG 1)**

WHEREAS, in December 2024 a failed boiler condition was discovered at the Central Office building at 630 66<sup>th</sup> Street Niagara Falls New York caused by cracks in the building's boiler #1 housing. This condition resulted in the compromised operation of the boiler plant which could cause harm to both the building structure and the health of the buildings occupants; and

WHEREAS, the failed boiler and the resulting compromised operation could cause harm to the building and its occupants; and

WHEREAS, To remediate this condition, appropriate contractors and other personnel will be hired and engaged by the Superintendent to undertake any actions and operations necessary to prevent any potential injury to persons and/or further damage to property; therefore be it

RESOLVED, the above described occurrences and the condition thereby created constituted a condition that may affect a public building, public property or the life, health, safety or property of the inhabitants of the School District building thereon; and further

RESOLVED, all contracts and engagements heretofore made by or on behalf of this School District for the repair and remediation of the

conditions created by the said condition are hereby in all respects confirmed, ratified and approved; and be it further

RESOLVED, the Administrator for School Business Services is hereby authorized and directed to secure informal quotations from qualified contractors to perform such work and furnish such labor and materials as shall be necessary to fully secure the buildings and occupants from damage resulting from the condition above described; and be it further

RESOLVED, by reason of such condition any and all contracts heretofore or hereafter made for the above-mentioned purposes require prior public competitive bidding and may be made and awarded by the Superintendent of Schools and/or the Administrator for School Business Services subject to the ratification and approval of this Board of Education; and be it further

RESOLVED: That the President of the Board of Education and/or the Superintendent be and they hereby are authorized to execute any contract hereinbefore or hereinafter made for the replacement of the boiler and remediation of the condition created at the Central Office Building; and be it further

RESOLVED: That the Clerk is authorized to obtain the signature of the President and/or Superintendent as may be required on any and all documents necessary to effectuate the purpose of this resolution.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.08 Approval of Use of Pesticide on the Grounds of Niagara Falls High School for the Control of Ticks [\(SG 3\)](#)**

WHEREAS, the District considers the health and safety of students and staff of the utmost importance; and

WHEREAS, NYS Chapter 85 of the Laws of 2010 require the Board of Education to approve the application of pesticides on school grounds; and

WHEREAS, under NYS Education Law, Section 409-H, requires the District to provide 48-hour prior notification to all persons on the District's prior notification list as well as to post signage around the affected grounds warning of the use of pesticide; therefore be it

RESOLVED that the Board of Education hereby authorizes the use of pesticide for the control of ticks on school grounds at Niagara Falls High School; and

RESOLVED that the Board directs the Administrator for School Business Services provide at least 48-hour prior notification to all required and appropriate parties; and further

RESOLVED the Director of Facilities prepare the appropriate notifications and signage and he is hereby directed to post such signage around the affected grounds warning of the use of pesticide.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.09** Approval of Standardization Purchase of Ford Motor Company Vehicles for All District Vehicles (SG 3)

District vehicles.

WHEREAS, The Niagara Falls City School District has consistently invested in the equipment and technology necessary for the in-house repair and maintenance of the fleet, which currently contains more than (20) twenty Ford Motor Company vehicles, to enhance the efficiency and economy of the maintenance operations, while providing a safe and comfortable transportation of District employees; and

WHEREAS, The purchase of these vehicles will replace aged and failing Ford vehicles currently in the District's fleet; and

WHEREAS, The purchase of the Ford Motor Company vehicles will provide for continued common professional development; avoid the necessity of retraining District support staff already trained in the repair and maintenance of Ford Motor Company vehicles; avoid the necessity and expense of maintaining parts for two or more manufacturers, all at a considerable cost savings to the District and with greater efficiency in its operation; and

WHEREAS, The District is of the opinion that the standardization of purchasing the Ford Motor Company vehicles would result in maintaining efficiency and economy to the District; and

WHEREAS, The District will comply with all provisions of General Municipal Law Section 103 in purchasing of Ford Motor Company vehicles; now therefore be it

RESOLVED, That the Board of Education hereby approves the standardization for the purchase of Ford Motor Company vehicles in accordance with all applicable provisions of General Municipal Law Section 103 for the safe transportation of District goods and employees.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**6.10** Superintendent's Recommended General Fund Budget for School Year 2025-2026 (SG 1, 2, 3)

WHEREAS, To assist the Board of Education in the preparation of its proposed budget, the Superintendent has met with the staff/schools

and reviewed budget requirements of various departments/schools for the 2025-2026 fiscal year; and

WHEREAS, Based on information received, the Superintendent prepared his recommendation for the 2025-2026 budget in the amount of \$202,840,136 which are herewith submitted to the Board for its action; therefore be it

RESOLVED, That the Superintendent’s recommendation for the proposed General Fund Budget for school year 2025-2026 in the amount of \$202,840,136, herewith submitted is received and filed by this Board.

Final Resolution: Motion Carries  
Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.  
**6.11** Acceptance and Approval of The Real Property Tax Report Card for 2025-2026 (SG 3)

IT IS HEREBY RESOLVED, That the Board of Education accepts and approves the real property tax report card (attached) prepared from the budget approved for 2025-2026 in the total amount of \$202,840,136 and directs the Budget Manager to submit this report card to SED by the close of business tomorrow, April 11, 2025.

**Property Tax Report Card**  
**Form Due - April 28, 2025**

|                                                                                 | Budgeted<br>2024-25<br>(A) | Proposed<br>Budget 2025-<br>26<br>(B) | Percent<br>Change<br>(C) |
|---------------------------------------------------------------------------------|----------------------------|---------------------------------------|--------------------------|
| Total Budgeted Amount, not including Separate Propositions                      | 190,992,049                | 202,840,136                           | 6.20%                    |
| A. Proposed Tax Levy to Support the Total Budgeted Amount <sup>1</sup>          | 25,828,989                 | 25,828,989                            |                          |
| B. Tax Levy to Support Library Debt, if Applicable                              | -                          | -                                     |                          |
| C. Tax Levy for Non-Excludable Propositions, if Applicable <sup>2</sup>         | -                          | -                                     |                          |
| D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if applicable | -                          | -                                     |                          |
| E. Total Proposed School Year Tax Levy (A+B+C-D)                                | 25,828,989                 | 25,828,989                            | 0.00%                    |
| F. Permissible Exclusions to the School Tax Levy Limit                          | 0                          | 825,864                               |                          |

|                                                                                                                                                                     |             |            |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|--------|
| <b>G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions<sup>3</sup></b>                                                                       | 24,361,773  | 26,424,894 |        |
| <b>H. Total Proposed Tax Levy for School Purposes, <u>Excluding</u> Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax Cap Reserve (E-B-F+D)</b> | 25,828,989  | 25,003,125 |        |
| <b>I. Difference: (G-H);(negative value requires 60.0% voter approval)<sup>2</sup></b>                                                                              | (1,467,216) | 1,421,769  |        |
| Public School Enrollment                                                                                                                                            | 6,901       | 6,830      | -1.03% |
| Consumer Price Index                                                                                                                                                |             |            | 2.95%  |

<sup>1</sup> Include any prior year reserve for excess tax levy, including interest.

<sup>2</sup> Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

<sup>3</sup> For 2025-26, includes any carryover from 2024-25 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

|                                                                     | <b>Actual<br/>2024-25<br/>(D)</b> | <b>Estimated<br/>2025-26<br/>(E)</b> |
|---------------------------------------------------------------------|-----------------------------------|--------------------------------------|
| Adjusted Restricted Fund Balance                                    | 40,991,496                        | 40,407,051                           |
| Assigned Appropriated Fund Balance                                  | 1,867,410                         | 1,764,241                            |
| Adjusted Unrestricted Fund Balance                                  | 7,639,682                         | 8,113,605                            |
| Adjusted Unrestricted Fund Balance as a Percent of the Total Budget | 4.00%                             | 4.00%                                |

## Schedule of Reserve Funds

| Reserve Type              | Reserve Name                     | Reserve Description *                                                             | 3/31/25<br>Actual<br>Balance | 6/30/25<br>Estimated<br>Ending<br>Balance | Intended Use of the<br>Reserve in the 2025-<br>26 School Year<br>(Limit 200<br>Characters)** |
|---------------------------|----------------------------------|-----------------------------------------------------------------------------------|------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------|
| Capital                   |                                  | For the cost of any object or purpose for which bonds may be issued.              |                              |                                           |                                                                                              |
| Repair                    |                                  | For the cost of repairs to capital improvements or equipment.                     |                              |                                           |                                                                                              |
| Workers Compensation      | Reserve for Workers Compensation | For self-insured Workers Compensation and benefits.                               | 7,145,113                    | 7,145,113                                 | \$250,000 of the reserve will be utilized in the 2025-26 school year.                        |
| Unemployment Insurance    |                                  | For reimbursement to the State Unemployment Insurance Fund.                       |                              |                                           |                                                                                              |
| Reserve for Tax Reduction |                                  | For the gradual use of the proceeds of the sale of school district real property. |                              |                                           |                                                                                              |



|                                    |                              |                                                                                                                         |            |            |                                                                       |
|------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------|------------|-----------------------------------------------------------------------|
| Mandatory Reserve for Debt Service | Reserve for Debt             | For proceeds from the sale of district capital assets or improvement, restricted to debt service.                       | 3,778,750  | 3,028,750  | \$915,555 of the reserve will be utilized in the 2025-26 school year. |
| Insurance                          |                              | For liability, casualty, and other types of uninsured losses.                                                           |            |            |                                                                       |
| Property Loss                      |                              | To cover property loss.                                                                                                 |            |            |                                                                       |
| Liability                          |                              | To cover incurred liability claims.                                                                                     |            |            |                                                                       |
| Tax Certiorari                     |                              | For tax certiorari settlements.                                                                                         |            |            |                                                                       |
| Reserve for Insurance Recoveries   |                              | For unexpended proceeds of insurance recoveries at fiscal year end.                                                     |            |            |                                                                       |
| Employee Benefit Accrued Liability | Reserve for EBLARS           | For accrued 'employee benefits' due to employees upon termination of service.                                           | 12,076,880 | 12,076,880 | \$600,000 of the reserve will be utilized in the 2025-26 school year. |
| Retirement Contribution            | Reserve for Retirement (ERS) | For employer retirement contributions to the State and Local Employees' Retirement System.                              | 12,012,766 | 12,012,766 | \$450,000 of the reserve will be utilized in the 2025-26 school year. |
| Reserve for Uncollected Taxes      |                              | For unpaid taxes due certain city school districts not reimbursed by their city/county until the following fiscal year. |            |            |                                                                       |
| Single Other Reserve               | Reserve for Retirement (TRS) | For employer retirement contributions to the Teachers' Retirement System.                                               | 6,143,542  | 6,143,542  | \$850,000 of the reserve will be utilized in the 2025-26 school year. |

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

#### **6.12 Approval of The Corrective Action Plan (CAP) In Response to the District Internal Audit Report for the Fiscal Year 2023-2024 (SG 3)**

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

WHEREAS, The District is subject to an annual independent internal audit, and

WHEREAS, The District is required to respond to any findings and / or recommendations in such audits in the form of a Corrective Action Plan (CAP) to acknowledge the results of the audit and present actions to be taken in response to the noted findings and / or recommendations; and



WHEREAS, The CAP requires the approval of the governing body of the District, therefore be it

RESOLVED, that the Board of Education affirm and approve the CAP attached hereto, and

RESOLVED, that said CAP be forwarded to the NYSED.

Niagara Falls City School District

April

10, 2025

Bonadio & Company, LLP

Review of Accounts Payable and Grant Administration and Management

Independent Internal Audit Report

Corrective Action Plan

Review of the Accounts Payable Process:

Policies and Procedures Related to the District's Accounts Payable

Process:

Bonadio obtained and reviewed the District's documented policies and procedures to determine

- if they were clear, comprehensive, and could be followed
- If there were any gaps between policies and procedures

Exceptions Observed:

No exceptions noted

Testing of Cash Disbursements:

Bonadio selected and reviewed 25 transactions and supporting documentation for the following attributes.

- Purchase Order (PO) was created and dated prior to the transaction invoice
- The PO is signed and approved by the Purchasing Agent
- There is acknowledgement that items have been received or services rendered in the District's software
- The price per the invoice matched that of the check amount and the amount recorded in the District's software
- The PO was approved by the District's Claims Auditor
- The check issued was approved by the District Claims Auditor and the warrant was signed timely
- The District follows all applicable internal and state policies and procedures

Exceptions Observed:

Bonadio identified the following exception

1. Three Purchase Orders lacked initials by the Claims Auditor signifying they reviewed them in the supporting packet. While the warrant report certification noted these transactions were approved, signed, and dated by the Auditor, the underlying PO's pertaining to the specific

transactions are expected under the District's operating procedures to be signed off and initialed as well showing review and approval.

Recommendations:

1. Ensure that the Claims Auditor is reviewing all required support and documents their review in each support packet such that it is visible and traceable by future auditors.

Implementation of Corrective Actions(s) for Recommendation # 1:

- Reviewing check packets for completeness, including Claims Auditor initials documenting the review and approval of the payment to be made, is part of the current Accounts Payable process. To strengthen the process, the District will implement electronic Claims Auditor approval in its nVision financial software as well. This will not be to replace the initialing of packets by the Claims Auditor, but rather will be a supplemental method of documenting Claims Auditor's approval.

Person(s) Responsible for Implementation Plan:

Administrator for School Business Services, Budget Manager.

Targeted Start Date:

07/2025.

Review of District Grant Activities

Policies and Procedures Related to the District's Grant Administration and Reporting Process:

Bonadio obtained and reviewed the District's documented policies and procedures regarding grants to determine

- if they were clear, comprehensive, and could be followed
- the policies and procedures are reviewed regularly
- there were not any gaps in our review of the policies and procedures

Exceptions Observed:

No exceptions noted

FS-10 to FS-10F Budget Establishment Review:

Bonadio selected 5 FS-10F forms and reviewed their initial FS-10 and any associated FS-10As for the following attributes:

- FS-10 was filed timely and was completed prior to award period
- An appropriate budget was established and approved detailing with relative accuracy what the intended expenditures of the grant would be.
- If any FS-10As were filed, that they were completed while the grant was being administered and were appropriately documenting expected changes to spending present on the final cost report
- FS-10F forms were filled out timely after conclusion of the grant's award period

- Variances between the final costs reported on the FS-10F and the final amended budgets from the FS-10 and FS-10As regarding each of the final cost reports for the 10 reporting codes is within reasonable tolerances

Exceptions Observed:

No exceptions noted

Reconciliation of Grant Revenues to Audited Financial Statements:  
Bonadio reviewed the District's audited Financial Statements for fiscal year 2023-2024 and reconciled Schedule of Expenditures of Federal Awards to the District's accounting information.

Exceptions Observed:

No exceptions noted

Budget to Actual Variance Review:

Bonadio reviewed the final cost reports of the reviewed 5 FS-10Fs to determine:

- The budget was properly adhered to
- FS-10As were filed appropriately when substantial budget to actual differences were expected to be reported
- If the budgets were underspent that unused funds were requested to be rolled forward
- If budgets were overspent the District had sufficient documentation explaining the source and means of correcting the budget override

Exceptions Observed:

No exceptions noted

Professional and Support Salaries Review:

Bonadio selected 10 employees from the final FS-10F reports to determine:

- The selected employee is not counted as more than 1 FTE across grants for that period
- Employee salary, stipend, or hourly equivalency matches the approved budgeted amount
- Employees I9s are filed properly

Exceptions Observed:

No exceptions noted

Approved Expenditure Review:

Bonadio selected 10 expenditures from the final FS-10F reports to determine:

- Amounts reported agreed to the general ledger
- Invoice packet, expenditure type, and funding source all agree to the final cost reporting

- Adherence to District purchasing policies regarding required approvals and quotes
- Exceptions Observed:

Our procedures noted one instance in which the amount recorded in the District's financial software did not agree to the FS-10F

Recommendations:

2. The District should perform extra due diligence upon preparing FS-10F forms and other final cost reports to ensure all purchases, reimbursements, and salaries paid accurately reflect the expenditures made by the District using grant funds.

Implementation of Corrective Actions(s) for Recommendation # 2:

- The District Accountant currently records all grant expenditures after each accounts payable check issuance and verifies amount recorded is correct in the financial software. The District will enhance its procedures for preparing final reports, including FS-10Fs, to include a documented reconciliation of completed forms to the expenditures in the financial software prior to submission.

Person(s) Responsible for Implementation Plan:

Administrator for School Business Services, Accountant.

Targeted Start Date:

07/2025.

These plans were approved by the Board of Education of the City School District of the City of Niagara Falls at their meeting of April 10, 2025

Signed:

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Rebecca Holody

Date

Administrator for School Business Services

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Bilson, second by Mr. Paretto.

**6.13** Approval of Change Order No. Scc-13 for the A Breath of Fresh Air Capital Improvement Project [\(SG 3\)](#)

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Niagara Falls Board of Education approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-13 for \$28,501.80 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.14** Approval of Payment No. 12 to Scrufari Construction Co. Inc. for General Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$85,851.52; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$4,292.58; and

WHEREAS, The amount of payment the District will issue shall be \$85,851.52 less the required 5% retainage (\$4,292.58) as outlined in the contract, \$81,558.94; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$81,558.94 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.15** Approval of Payment No. 13 to John W. Danforth for HVAC Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) Contract 123B [\(SG 3\)](#)

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$38,025.73; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,901.29; and

WHEREAS, The amount of payment the District will issue shall be \$38,025.73 less the required 5% retainage (\$1,901.29) as outlined in the contract, \$36,124.44; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$36,124.44 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.16** Approval of Payment No. 13 to John W. Danforth for HVAC Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) Contract 123C [\(SG 3\)](#)

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must

be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$175,460.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$8,773.00; and

WHEREAS, The amount of payment the District will issue shall be \$175,460.00 less the required 5% retainage (\$8,773.00) as outlined in the contract, \$166,687.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$166,687.00 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.17** Approval of Payment No. 13 to Frey Electric Construction Co. Inc. for Electrical Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$175,460.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$8,773.00; and

WHEREAS, The amount of payment the District will issue shall be \$175,460.00 less the required 5% retainage (\$8,773.00) as outlined in the contract, \$166,687.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$166,687.00 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.18** Approval of Payment No. 09 to Johnson Controls, Inc. for Labor and Electrical Controls Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$47,869.48; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$2,393.47; and

WHEREAS, The amount of payment the District will issue shall be \$47,869.48 less the required 5% retainage (\$2,393.47) as outlined in the contract, \$45,476.01; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$45,476.01 to Johnson Controls Inc 130 John Muir Dr #100 Amherst,



NY 14228 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

**6.19** Approval of Payment No. 13 to Stark Tech for Technology Contracting Work for the A Breath of Fresh Air (ABOFA) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$26,960.25; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,348.01; and

WHEREAS, The amount of payment the District will issue shall be \$26,960.25 less the required 5% retainage (\$1,348.01) as outlined in the contract, \$25,612.24; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$25,612.24 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## **7. Review of the Proposed Policy(ies)**

## **8. Information and Reports**

### **8.01 Oral Communications - Public Comment on Non-Agenda-related**

Dr. Tina Schultz, Niagara Community Information Group, President, CEO– Lockport. NY – Spoke about the State’s proposed cell phone ban. The group held teen town halls to hear feedback. Opinions showed a generational divide.

Michael Barksdale, Niagara Community Information Group, COO - Independence Ave – Followed up on his comments from a previous Board meeting. Accused the Board of being dismissive. Demanded information about college credit bearing classes at NFHS. He again questioned student achievement and Board member concern.

Portland Jackson – 605 Chasm Ave.- on behalf of Gloria Dolson - A representative read a letter to the Board from Ms. Dolson, wishing a safe and pleasant spring break and generally extoling the work of District staff.

Portland Jackson – 605 Chasm Ave.- LaSalle Educational Club Dinner – The upcoming dinner will be held June 13, 2025 at 6 p.m.. This is the organization’s 56th year of presenting scholarships. Philip Mohr, Jr., is among the honorees.

### **8.02 Superintendent's Report**

Superintendent's Report

Mr. Laurie:

At SUNY Niagara, President Holmes was inaugurated today. The District already has a relationship with Dr. Holmes, who is a Niagara Falls resident. Congratulations and welcome.

New York State PreK audit: Thanks to Mrs. Buchman and the schools visited by the auditor: G.J. Mann, Hyde Park, Kalfas, and Maple, as well as St. John's Community Based Organization. It went exceedingly well. The St. John's Community Based Organization needs some tightening up. We will receive our exit audit in early May. It went very well in terms of curriculum and rituals and routines. The auditor raved about the fidelity to curriculum, social interaction among children and staff. She visited 10 classrooms.

Our PreK 3 and 4 and 2025-26 Head Start applications are now available. Tell anyone who may need to start their child in school. Seats are filling up very fast.

Summer programming also will have a strict deadline.

After tomorrow, students will be on a two-week break. Safe travels and good rest.

Regarding the NYS ELA testing in grades 3 -8: the District is very disappointed in outcome with respect to technology problems, which were experienced across the State. This morning, the state testing system completely shut down in six of our eight schools. This is the measure the critics use to say our students can't read. This has been very disruptive to preparations we have made, and yet the critics will never acknowledge this poor system. Many districts canceled their testing altogether today. Many districts are calling for a halt to state testing based on the current situation.

The Buffalo Bills have donated \$100,000 to Feedmore in the name of the Niagara Falls City School District ,to maintain our food backpack and pantry program. I would like to recognize the Bills Foundation, along with the other groups, in June with a Golden Apple. On Tuesday, May 14, 2025, trauma-informed students will present to Buffalo Bills executives.

Wishing students and ten-month staff a happy, restful break.

**8.03 Board Members Report and Comments**

Mrs. Dunn attended SUNY Niagara inauguration, Dr. Holmes will be a valuable partner.

*The Superintendent will invite him to a Board meeting,*

Mr. Vilardo attended NSBA in Atlanta, where there was lots of information on artificial intelligence. Happy holiday.

Mr. Petrozzi attended Maple Avenue School for an awards assembly. The children were full of energy. Taxes: The Board is very proud to have raised taxes only 4% since 1994. However, the Board takes care of children, academically and through efforts like expanding the number of social workers.

**9. Advanced Planning**

**9.01 Future Agenda Items**

|                                                                                                            |                                                                                           |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Review Mtg.</b><br><b>Thursday, May 8, 2025</b><br><b>Public Hearing Budget,</b><br><b>Safety Plans</b> | <b>ARS/Regular Mtg.</b><br><b>Thursday, May15, 2025</b><br><b>Regular Meetings 7 p.m.</b> |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

|                                                                                                          |                                                                                                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. Outstanding Alumni                                                                                    | 1.                                                                                                          |
| 2. Review of the May 21 Statutory, Regular Board Meetings – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> | 2. Review of Agenda for May 15 <sup>th</sup> Regular Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i> |
| 3. Public Hearing on Safety , 6:30 p.m Public Hearing on Budget, 7 p.m.                                  | 3. Review of Agenda for Statutory Meeting May 21st – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>           |

|                                                                                    |
|------------------------------------------------------------------------------------|
| <p><b>Statutory</b></p> <p><b>Wednesday, May 21, 2025</b></p> <p><b>8 p.m.</b></p> |
|------------------------------------------------------------------------------------|

Meeting Adjourned at 7:53 p.m. in memory of:

1. Donna Fraser, grandmother of Laura Kashishian (Bloneva Bond)
2. Susan Weston, associate at Bond

Motion by Mr. Vilardo, second by Mr. Paretto.

Final Resolution: Motion Carries

Yes: Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Respectfully submitted,

*Judith Glaser*

Judith Glaser, District Clerk

**DATE:** May 8, 2025  
**KIND OF MEETING:** ARS  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:34 p.m.

**MEMBERS PRESENT:** Mr. Bilson, Mr. McLeod, Mr. Petrozzi, Mrs. Dunn , Mr. Paretto, Mr. Vilardo

**MEMBERS EXCUSED:** Mr. Bass, Mr. Cancemi, Mr. Capizzi

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mrs. Jacklin, Mr. Carella, Mr. Granieri, Mrs. Glaser. **Attorney:** Mr. Massaro.

Distinguished Alumni Presentation

The following were enshrined as Distinguished Alumni:

Dr. Cynthia DiLaura DeVore – Class of 1965 was present to accept the honor.

Dr. Jawdat A. Mustafa – Class of 2011

Mr. Frederick “Fritz” Proctor -Class of 2016 was represented by NFHS art teacher Rob Lynch, one of Mr. Proctor’s former teachers, and a musician and artist in his own right as well as one of the District’s finest teachers. Mr. Lynch described Mr. Proctor as a motivated and talented student, who is a kind, compassionate person.

**Jawdat Mustafa, M.D., Niagara Falls High School Class of 2011 – Dr.**

Jawdat Returning to NFMHC is a professional milestone and a heartfelt homecoming for Dr. Mustafa. His dedication to the well-being of his community is unwavering, and his return symbolizes the impact of investing in local talent. His ambition was always to improve the health and well-being of the residents of his hometown, with a particular dedication to underserved populations. The distinguished alumni award celebrates his professional success, dedication to service, and the inspiring journey that has brought him full circle — from a student at Harry F. Abate Elementary, LaSalle Middle School, and Niagara Falls High School to a physician providing compassionate care to the community that shaped him.

His academic path continued at Niagara University, where he earned a Bachelor of Science in Biology. Dr. Mustafa went on to earn his medical degree from the Jacobs School of Medicine and Biomedical Sciences at the University at Buffalo, receiving honors like the Evan Calkins, MD, Community-Based Research Fellowship for his community-driven work. Currently completing his residency in the Combined Internal Medicine/Preventive Medicine program at the University at Buffalo, Dr. Mustafa has devoted his research and practice to addressing health disparities among underserved populations. His efforts have been widely recognized, earning him accolades such as the Clinical Research Poster Award from the New York American College of Physicians.

**Dr. Cynthia Di Laura Devore, Niagara Falls High School Class of 1965 –**  
Dr. Devore is a published author, former speech pathologist for disabled children and adolescents relocated from Willowbrook State School in 1972, and is currently a pediatrician who specializes in school health and sports medicine in upstate New York. She served as chair of the Executive Committee of the American Academy of Pediatrics Council on School Health and as a member of the Academy’s Leadership Forum, an organization pediatricians. Devore received national of 67,000. She received national recognition from the American Academy of Pediatrics for distinguished service and dedication to the mission and goals of the Academy for her work in school health. She also received New York State recognition for distinguished service to high school athletics. Devore is a volunteer first responder to the Virginia Medical Reserve Corps.

Dr. Devore remarked in which she acknowledged the Class of 1965, celebrating a reunion this summer, and recalled historical milestones and teachers she encountered while a student in the District.

**Fritz Proctor, Niagara Falls High School Class of 2015 –** Fritz Proctor is a painter with more than nine million followers on TikTok, one million followers on YouTube and more than 250,000 followers on Instagram. He is known for paint-matching videos and videos that document his artistic practice. Proctor received a Bachelor of Arts degree in studio art from the State University of New York at Buffalo. His exhibits have been popular all over the world with many solo and group showings. Currently he lives in Boston, MA where he paints from his studio located in his home. He has been an employee of the State of Massachusetts Parks Department making signs in Boston. Fritz worked on some of the street artwork in Niagara Falls’ Art Alley, gallery of murals in the city. Proctor’s paintings combine his relationship with nature and his own experiences. Niagara Falls Art Teacher Rob Lynch is one of his greatest supporters and influencers.

A review of the agenda was held.

|                         |                                                              |
|-------------------------|--------------------------------------------------------------|
| <b>DATE:</b>            | May 8, 2025                                                  |
| <b>KIND OF MEETING:</b> | <b>Public Hearing on Safety Plans</b>                        |
| <b>PLACE:</b>           | Board of Education Board Room                                |
| <b>AGENDA REVIEW:</b>   | A Board Review Session was held at 6:30 p.m.                 |
| <b>CALL TO ORDER:</b>   | The meeting was called to order by Mr. Petrozzi at 6:30 p.m. |

**MEMBERS PRESENT:** Mr. Bilson, Mr. McLeod, Mr. Petrozzi, Mrs. Dunn , Mr. Paretto, Mr. Vilardo  
**MEMBERS EXCUSED:** Mr. Bass, Mr. Cancemi, Mr. Capizzi

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mrs. Jacklin, Mr. Schwertfager, Mr. Carella, Mr. Smeal, Mr. Granieri, Mrs. Glaser. **Attorney:** Mr. Massaro.

Mr. Laurrie introduced Ms. Massaro, who explained the make-up and purpose of the Safety Committee and the team who studied all safety plans. She recognized Mr. Tom Fisher, who leads much of the updating of these plans and documents.

Few changes were recommended, as the plans were already comprehensive. Language was added for the Big Picture program; a Sandy Hook referral system was instituted.

Recommended Changes made include Language added to clearly prohibit social media content on any platform during school time

Cyberbullying includes District messaging (ex: TEAMS Chats);

The Board will vote on these plans in June. They will be amended once the State cell phone ban is enacted. This will be enacted effective August 2025.

**Public Comment:** Tina Schultz: Niagara Community Information Group held teen town halls on this topic; they are happy to share what they learned.

**Hearing adjourned at 6:40 p.m. on a motion by Mr. McCleod, seconded by Mrs. Dunn. All in favor.**

|                         |                                                           |
|-------------------------|-----------------------------------------------------------|
| <b>DATE:</b>            | May 8, 2025                                               |
| <b>KIND OF MEETING:</b> | <b>Public Hearing on Budget</b>                           |
| <b>PLACE:</b>           | Board of Education Board Room                             |
| <b>AGENDA REVIEW:</b>   | A Board Review Session was held at 7 p.m.                 |
| <b>CALL TO ORDER:</b>   | The meeting was called to order by Mr. Petrozzi at 7 p.m. |

**MEMBERS PRESENT:** Mr. Bilson, Mr. McLeod, Mr. Petrozzi, Mrs. Dunn , Mr. Paretto, Mr. Vilardo

**MEMBERS EXCUSED:** Mr. Bass, Mr. Cancemi, Mr. Capizzi

A thorough review was presented by Mrs. Holody and Mrs. Jacklin. The budget calls for no reduction in staff and no increase in the tax levy, which has remained stable since 2014.

The proposed budget includes the first year payment for debt service costs on the ABOFA capital project in the amount of \$3,860,975, excluding these costs the percentage change in the budget is 4.18%.

The proposed budget maintains all existing academic programs and staff. Our students need academic and social/emotional opportunities and support in order to achieve and thrive.

Estimated Salary and Wages: \$3.3M increase includes contractual raises and steps for all bargaining units.

Health Care – Active & Retiree: \$1.6M increase based upon rate increases

Debt Service: \$3.5M increased based upon completion of the ABOFA capital project

Transportation Contracts: Increase of \$502k to transportation costs based upon anticipated CPI of 4.1%

Tuitions: Increase of \$1.M includes tuitions for charter schools and out of district special needs placements

Summer Programming: Increase of \$631k for summer programming, as these costs were previously funded by American Rescue Plan funds

The budget reflects a 6.20% increase over the current fiscal year.; 4.18% without ABOFA.

The budget must pass by a simple majority vote, as it does not exceed the tax cap.

**Public Comment:** None.

**Hearing adjourned at 7:14 p.m. on a motion by Mr. Vilardo, seconded by Mr. Paretto. All in favor.**

Comments from Mr. Laurie:

From NFHS, 13 students will work election day as poll workers

At Gaskill Prep School, an after-school bike repair program has been started. Go Bike Buffalo has donated parts and that agency will be purchasing a bike, helmet, and biking pants for every student in the after school program.

At the 30-week marking period, 832 NFHS students reached honor roll status, having achieved an average of or above 90%. This is wonderful and deserves recognition.

NYS Office of Early Learning has concluded its audit of Pre-Kindergarten. The District received outstanding feedback, with no major correctable items. They visited Maple, GJ Mann, Hyde Park, and LaSalle Early Childhood.

The District will form a partnership with Sleep in Heavenly Peace out of Buffalo, which builds beds for students. This will be centered at the Bloneva Bond Family support center. Staff visited the Sleep in Heavenly Peace site on April 26 to see the process of building beds. The District's will be the first franchise outside Buffalo. All work is done by volunteers. Sponsors will be needed.

National Grid has confirmed outage dates for LPS and GPS. Unfortunately, Gaskill will not be air conditioned until after the academic year, owing to the outage date being in July.

Mrs. Dunn was presented with Board of Education Excellence and Achievement awards for her ongoing professional development through NYSSBA.

Regrading the concerns surrounding emissions from the Goodyear plant, the District has been regularly changing filters and doing its own testing of air quality.



Members of the Department of Environmental Conservation(DEC) and the NYS level Department of Health(DOH) contend that Goodyear has already reduced production by 40%.

The DOH stated that the emissions are low risk and not a public health concern or risk.

The Superintendent continues extensive testing and is pushing for immediate and comprehensive remediation even at low risk and is committed to continuous conversation, sharing the results of District testing. He encourages anyone to use the phone numbers and websites below to call the DOH and leave questions in the NYSDEC -Goodyear mailbox.

The NYS DOH can be reached at 518-402-7800 by leaving a message.

The DEC webpage about Goodyear is at Goodyear Tire & Rubber Company - NYSDEC. There is an active mailbox to leave questions and comments.

Mr. Laurrie thanked school nurses during this Nurses Week, and also thanked teachers during this Teacher Appreciation Week; nothing happens for students without skilled teachers.

Next Thursday, we will announce the identity of the ad hoc student member of Board; the selection has been made, but NFHS staff would like to meet with students who were interested before announcing the successful student Board member.

The NYS Budget is still not complete. Regarding Zero emissions for buses, information suggests up to two, two-year waivers will be permissible up to 2031.

Information further suggests the earning waiver limit will be extended for two years.

Aid runs utilize May 15 enrollment data.  
Foundation aid with a decrease of \$37.7 million Statewide is concerning;  
The State Use a reduced CPI of 2.9%, not the 3.1% which is commonly accepted.  
This is owing to the State calculating the number using data from the last five years, not the last 12 months, which is customary.

Thoughts and prayers for the King Family in the loss of their granddaughter and her husband. All our hearts are with them during this tragic time.

Happy Mother's Day to all celebrating.

**DATE:** May 15, 2025  
**KIND OF MEETING:** ARS  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.  
**MEMBERS PRESENT:** Mr. Bass\*, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod\*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

**MEMBERS ABSENT: (excused).**

Reviews of Agenda for the May 15th Regular and May 21<sup>st</sup> Statutory meetings were held.

At the June 12<sup>th</sup> Board of Education meeting at 5:30 p.m. we will honor four groups/individuals with Golden Apples for their unselfish contributions to our district. Mr. Joseph Sbarbati, reading to 79<sup>th</sup> Street children, the Niagara Falls Area Heritage foundation for their murals of artwork at Abate , Totally Buffalo Cares for their contribution of over \$25,000 worth of holiday gifts and supplies to six elementary schools and The Buffalo Bills Foundation for their donation in our name to Feed More. Dr. Lloyd Holmes , newly appointed President of SUNY Niagara will join us as well.

The budget vote and Board of Education vote takes place May 20, 2025, 11 a.m. to 8 p.m. Mrs. Glaser provided a workshop for the NFHS students who will join the election inspectors this year. Mrs. Rotello Zafuto helped facilitate.

The Board entered executive session at 6:09 p.m. on a motion by Mr. Vilardo seconded by Mr. Bilson or the purpose on discussing the potential hiring or promotion of a person or persons and proposed litigation between the District and CVA cases.. All in favor.

**DATE:** May 15, 2025  
**KIND OF MEETING:** **Regular**  
**PLACE:** Board of Education Board Room  
**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.  
**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 7 p.m.  
**MEMBERS PRESENT:** **Mr. Bass\*, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. McLeod\*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**  
**MEMBERS ABSENT:** **Mr. Capizzi**

Letters and Communications  
Oral Communications - Public Comment on Agenda-related Items  
Written Communications

Recommended Actions from the Superintendent of Schools - Routine Matters  
The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.  
Final Resolution: Motion Carries  
Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Minutes – April 2025 Meetings (SG4)  
The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.  
Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Approval of Budget Transfer - #10 (SG3)

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

Approval of the following Bids (SG3)

1. BID NO. 106 SCHOOL APPAREL REBID
2. BID NO. 102 PLUMBING & HVAC SUPPLIES - ERB
3. BID NO. 107 ATHLETIC APPAREL/INGAME UNIFORM REBID
4. BID NO. 104 PRINT & DIST NEWSLETTER - Datamation
5. ON-CALL PLUMBING SERVICES - BID AWARD EXTENSION
6. SUPPLEMENTAL CLASSROOM BOOKS - BID AWARD EXTENSION

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Treasurer's Report – April 2025 (SG3) Received and filed.

Budget Status Report – May 2025 (SG3) Received and filed.

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

Personnel Report – Certificated (SG 1, 2)

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

Personnel Report - Classified (SG 1, 2)

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

Report from Committee on Special Education (SG 1)

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

Report from Committee on Preschool Special Education (SG 1)

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

Short-Term Contracts (SG 1, 4)

1. Kimberly Gingrich Social Emotional Adaptive Assessment \$10,000  
(4 at \$2,500) F2250.404-098-0725 TBD 2025
2. Paul Winnie Native American Cultural Event \$500.00  
F2110.400.098-1525 May 30, 2025
3. Deborah Hicks Academic Intervention Services (Contract Amendment)  
\$25,000 F2770.400.098.6225 October 2024 – June 2025
4. Earth Rangers Lisa Galati Earth Rangers STEM Student Assembly  
\$0.00 May 21, 2025
5. Surdej Web Solutions (Jeff Surdej) Graphic design of the 2025 - 2026  
District calendar \$3,037.50 A1480.400-007 July 2025

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

Head Start/Early Head Start Reports

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Unfinished Business

None

New Business (see BoardDocs.com)

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 ESEA  
TITLE I SCHOOL IMPROVEMENT PLANNING GRANT (SG 1, 3)**

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 Target Districts and schools identified for Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), and Targeted Support and Improvement (TSI) to support the development and implementation of the individual district and school continuous improvement plans; and

WHEREAS, The 2025 SIG-A Planning funds are provided to support the planning and development of the 2024/2025 district and school improvement plans as required in the ESSA; and

WHEREAS, The Niagara Falls City School District has been designated as a TSI District entitled to SIG-A Planning Funds; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$100,597.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2024/2025 Title I School Improvement Section 1003(a) Planning Grant; and

RESOLVED, that the grant award of \$100,597.00 be credited to revenue account code F4289.040.25 2024/2025 Title I School Improvement Section 1003(a) Planning Grant; and

RESOLVED, that the money be expended from the following codes:

| Account Description                | Budget                                         |
|------------------------------------|------------------------------------------------|
| F 2110.132-056-0425<br>\$13,200.00 | 24/25 SIG-A PLNG - PER DIEM - ABATE            |
| F 2110.132-057-0425                | 24/25 SIG-A PLNG - PER DIEM - CAT \$9,900.00   |
| F 2110.132-058-0425                | 24/25 SIG-A PLNG - PER DIEM - H/P \$8,800.00   |
| F 2110.132-059-0425<br>\$11,550.00 | 24/25 SIG-A PLNG - PER DIEM - KALFAS           |
| F 2110.132-060-0425<br>\$11,550.00 | 24/25 SIG-A PLNG - PER DIEM - MAPLE            |
| F 2110.132-061-0425<br>\$15,400.00 | 24/25 SIG-A PLNG - PER DIEM - BBPS             |
| F 2110.140-056-0425                | 24/25 SIG-A PLNG - SCH B - ABATE \$3,840.00    |
| F 2110.140-057-0425                | 24/25 SIG-A PLNG - SCH B - CAT \$6,480.00      |
| F 2110.140-058-0425                | 24/25 SIG-A PLNG - SCH B - H/P \$7,680.00      |
| F 2110.140-059-0425                | 24/25 SIG-A PLNG - SCH B - KALFAS \$3,528.00   |
| F 2110.140-060-0425                | 24/25 SIG-A PLNG - SCH B - MAPLE \$3,072.00    |
| F 2110.140-061-0425                | 24/25 SIG-A PLNG - SCH B - BBPS \$3,024.00     |
| F 2110.167-056-0425                | 24/25 SIG-A PLNG - HRLY CLSFD - ABATE \$375.00 |
| F 2110.167-057-0425                | 24/25 SIG-A PLNG - HRLY CLSFD - CAT \$966.00   |
| F 2110.167-058-0425                | 24/25 SIG-A PLNG - HRLY CLSFD - H/P \$800.00   |
| F 2110.167-059-0425<br>\$162.00    | 24/25 SIG-A PLNG - HRLY CLSFD - KALFAS         |
| F 2110.167-060-0425                | 24/25 SIG-A PLNG - HRLY CLSFD - MAPLE \$135.00 |
| F 2110.167-061-0425                | 24/25 SIG-A PLNG - HRLY CLSFD - BBPS \$135.00  |
| Total                              | \$100,597.00                                   |

Revenue Code: F4289.040.25

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 13 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$442,164.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$22,108.20; and

WHEREAS, The amount of payment the District will issue shall be \$442,164.00 less the required 5% retainage (\$22,108.20) as outlined in the contract, \$420,055.80; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$420,055.80 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 14 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$9,110.01; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2.50% retention in the amount of \$455.50; and

WHEREAS, The amount of payment the District will issue shall be \$9,110.01 less the required 2.50% retainage (\$455.50) as outlined in the contract, \$8,654.51; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$8,654.51 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 14 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, “Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$19,619.25; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2.50% retention in the amount of \$980.96; and

WHEREAS, The amount of payment the District will issue shall be \$19,619.25 less the required 2.50% retainage (\$980.96) as outlined in the contract, \$18,638.29; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$18,638.29 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 14 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it

for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$168,400.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$8,420.00; and

WHEREAS, The amount of payment the District will issue shall be \$168,400.00 less the required 5% retainage (\$8,420.00) as outlined in the contract, \$159,980.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$159,980.00 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 06 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$9,809.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers



Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$490.45; and

WHEREAS, The amount of payment the District will issue shall be \$9,809.00 less the required 5% retainage (\$490.45) as outlined in the contract, \$9,318.55; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$9,318.55 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 07 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) – RETENTION (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, “Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$5,943.00; and

WHEREAS, Mechanical construction work has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$5,943.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the mechanical updates will be submitted to Office of Facilities Planning and State Aid for reimbursement; now therefore be it

RESOLVED, That the Board of Education approves the retention payment of \$5,943.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the mechanical updates will be submitted to Office of Facilities Planning and State Aid for reimbursement.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

The following was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

**APPROVAL OF PAYMENT NO. 14 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**  
APPROVAL OF PAYMENT NO. 14 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$25,383.99; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,269.20; and

WHEREAS, The amount of payment the District will issue shall be \$25,383.99 less the required 5% retainage (\$1,269.20) as outlined in the contract, \$24,114.79; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$24,114.79 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #14; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Review of the Proposed Policy(ies) - None

#### Information and Reports

##### Public Comment on non-agenda related items

Dr. Tina Schultz – Niagara Community Information Group- thanks to all those who participated in the group's recent candidates' forum.

Joyce Sanders spoke about students and the Superintendent. She supports our superintendent and was upset by comments made at a recent candidate forum. She supports an open-door policy in the District.

#### Superintendent's Report

On May 17th and 20th the NFHS Wolverine baseball team will be honoring the LaSalle Explorers, Niagara Falls High School Powercat's and Trott Engineers with throwback uniforms and games.

The student Board member who will join the Board July 1 is Harjyot Kaur. Congratulations to the 15 students who applied for the position.

The District Art show at NFHS, which opened this evening, is amazing.

Our Zero Eyes weapons detection training went very well today. This is a valuable addition to our safety protocols. We go live tomorrow at noon.

We will have 29 students earning the Seal of Bi-Literacy, the highest number ever. NYS will be here.

We celebrate conferring tenure on those 30 people included in the certificated report this evening.

Look for the following events:

May 27 The District's Mental Health program was selected as one of three examples of what a school district should do to support mental health, along with Buffalo and Hamburg. A discussion will be held at the Buffalo Museum of Science.

On May 28, the Lions Club will honor the late Bobby DiFrancesco.

May 29 Mark your calendars for the 25th year anniversary celebration of Niagara Falls High School on Thursday, May 29th, 2025 at 6 p.m. More information to come. Media team video.

The Re-organization meeting is July 1, 2025.

At Cataract Elementary School, 250 students under the guidance of art teacher Mike Johnson, participated in a STEAM night Black Light Art show using glowsticks to create amazing artwork.

Our neighbors and partners at The Chapel on 66th Street are planning a day of service and work at Cataract Elementary and H.F. Abate on Saturday, May 17th. We thank our friends.

Cell phone ban survey will be made available to the community May 28, 2025.

This coming week marks the third anniversary of the horrific Tops massacre in Buffalo. We need to pause and remember those who were tragically lost on May 14th.

#### Board Members Report and Comments

Mr. Bass: supports budget, and encourages voting.

Mr. Vilardo: Twenty-five years ago when NFHS opened, Mr. Vilardo was the Chief of fire Prevention. It is rewarding to recall. Also, the athletic fields at high school are very well-used.

Mr. Cancemi: Thank you for supporting the NF Education Foundation dinner (at which Mr. Cancemi was recognized), and thanks to especially Mr. Laurrie, who obtained Mr. Cancemi a high school diploma.

Mrs. Dunn: She expressed that she is proud of those teachers earning tenure; they work hard. Congratulations.

Mr. Paretto: Encouraged voting. The Art Show is fabulous. Remember the fallen on Memorial Day. The trades students are working on the shelter, great job. Anthony Gilmore, volunteer coach, passed away yesterday.

Mr. Laurrie: 20 more students signed up for the trades program for next year. He hopes the city will collaborate in securing a house they can remodel.

Mr. Petrozzi: congratulations to those achieving tenure. Dr. Schultz, thank you for your comments. Ms. Sanders: we have an open-door policy.

#### BRS

Thursday, June 5, 2025 ARS/Regular Mtg.

Thursday, June 12, 2025

1. Graduation Update 1.Introduction of Dr. L. Holmes, SUNY Niagara
2. Review of July 1 Re-Organization Resolutions 2.Francis Center – Guest Mary Beth Smith
3. Review of Board Meeting Agenda Items – June 12 Regular Board Meeting – Mr. Laurrie, Mrs. Glaser, Ms. Massaro 2. Review of July 1 Re-Organization Resolutions
3. Review of Board Meeting Agenda Items – June 12 Regular Board Meeting – Mr. Laurrie, Mrs. Glaser, Ms. Massaro

#### 9. Advanced Planning

9.01 Future Agenda Items

9.02 Future Meeting Dates

#### Adjournment

The following was approved on a motion by Mr. seconded by Mr..

Meeting Adjourned at in memory of:

1. Diane Bianco, mother of Carmine Bianco, aunt of Mia Bianco and Adam Bianco, SIL of Cynthia Bianco.
2. Doretta Brown, Occupational Therapist in the district for more than 30 years mother of Anthony (Stephanie Heald-Doran) Doran and Duryea Doran
3. Jerome Dubuc, father of Linda Capton.
4. Raymond Bolea, Uncle of Lynette (Earl) and Nick Smeal.
5. Peter Marra, first Niagara Falls player to be named to the Sporting News National High School All-American team, former teacher and coach.
6. Tiffany (Larry) Kelly, Joseph Marra and Kindra Marra

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F  
Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

Respectfully submitted,

Judith Glaser  
Judith Glaser, District Clerk

**May 21, 2024 8:00 pm - Statutory Board Meeting (Wednesday, May 21, 2025)**

**Members present**

Earl F Bass, Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

**Meeting called to order at 8:00 PM**

1. Call to Order

Information: 1.02 Roll Call Present: Mr. Petrozzi, Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. McCleod, Mr. Paretto, Mr. Vilardo

2. Purpose

Action, Information: 2.01 In accordance with Section 2610 of the Education Law this Statutory Meeting is being held to examine and tabulate the statements of the result of the election/budget vote in the several school election districts and to officially declare the results of the canvass.  
Motion to accept.

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod

3. Tabulation of Results

Information: 3.01 Election/Budget Vote Results

4. Certification of Election/Budget Vote Results

Action, Information: 4.01 Adoption of Resolution Certifying the School Election/Budget Vote Results

5. Adjournment

Action: 5.01 Statutory Meeting Adjourned

Motion to adjourn at 8:10 p.m.

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Brad McLeod