

DATE: August 28, 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 (entered 5:56 p.m.), Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
Excused: Mr. McLeod

Staff: Ms. McCreary, Mrs. Buchman, Mr. Carella, Mr. Macri, Mr. Schwertfager, Mrs. Jacklin, Mrs. Holody, Ms. Massaro, Mrs. Vilardo, Mr. Wojton, Mr. Granieri, Ms. Glaser.

Mr. Laurrie introduced Ms. McCreary and Mr. Macri.

District Literacy Attestation - Mr. Carella and Mrs. Buchman reported on this topic.

This requires Districts to show they are compliant with Science of Reading. Prior to September 1, 2025, all NYS School Districts must: Utilize the Pre-kindergarten through 3rd grade literacy instructional best practices document to “reflect on the instructional best practices and literacy curriculum for students in prekindergarten through third grade”.

Attest to alignment to the requirements in Education Law 818 via the online NYS Literacy Attestation Survey.

This assures that school districts are implementing teaching practices aligned with the Science of Reading in all classrooms from prekindergarten to grade three.

The NFCSD attestation status: approved.

Science of Reading Alignment: Affirmed: On July 24th the NFCSD Attestation Survey was approved by NYSED. After utilizing the NYSED prekindergarten to grade three Literacy Best Practices document, the district's curriculum and instructional practices are aligned to best practices in: phonemic awareness, phonics, vocabulary, fluency, comprehension, oral language, writing, and early reading interventions.

The City School District of the City of Niagara Falls has adhered to the process outlined by the NYSED by utilizing the Pre-Kindergarten through 3rd grade Literacy Instructional Best Practices document to review alignment with the Science of Reading, Making necessary curricular adjustments; providing multiple and ongoing professional learning opportunities for teachers, administrators and staff; presenting updates to the Board of Education on the phases of our updates that began in Summer/Fall 2023

It completing the Literacy Attestation Survey in the NYSED portal before the September 1, 2025 deadline, while the Curriculum and Resources were updated areas that required it for alignment with the Science of Reading.¹¹ Professional Development is ongoing. Multiple staff have participated in Science of Reading courses offered by NYSUT and SUNY New Paltz.

A rigorous Summer schedule included well attended sessions conducted by our Coaches. Fall sessions are scheduled to carry on the work.

Opening of Schools - Ms. Massaro, Mr. Carella, Mrs. Buchman, Mr. Granieri, and Mr. Macri spoke on the preparations their respective departments have made to welcome students to the new academic year. School begins Wednesday. Mr. Macri reported that:

- Building fire alarm system testing is ongoing and is 70% complete.
- All playground safety inspections have been completed for 2025.
- The cleaning of District buildings is on schedule. As of August 28th, cleaning is 90-95% complete.
- All District backflow preventers have been inspected and certified
- Fifteen classrooms at Cataract and four at Abate have been painted
- Five new trees at 79th St. Elementary have been planted by the grounds department
- Abate's front parking lot has been repaved and lined. New speed bumps and signage installed.
- Bloneva Bond parking lot lights have been upgraded to LED by the electrical dept
- Secured vestibules single point of entry is 95% complete
- A/C up and running at LPS and GPS.
- Parapets at Lasalle Prep have been re-grouted by the carpentry department
- Softball field at Maple Ave has been cut and the infield reshaped by the grounds department
- 79th St. and Maple Ave pools have been regROUTED

Mrs. Dunn commended Mr. Macri and his staff on the cleanliness of Abate School and the improvements to the parking lot. Further, she told Mrs. Tompkins, who was in attendance, that the open house was top notch.

Mr. Vilardo added that Hyde Park also looks great. Mr. Bilson added that NFHS also looks great. Mr. Laurie commented that the Governor was very impressed with the high school on her recent visit.

Mr. Macri is monitoring the lead testing; samples from faucets are being tested now. Mr. Laurie commended Mr. Macri for his work.

Ms. Massaro reviewed staffing progress and reported in each area, highlights include:

Staffing remained fluid over the summer, with retirements, resignations, and leaves of absence.

Two hundred eighty four staff members were hired or rehired, including six administrators, two principals and four assistant principals.

There were NFT appointments 151, of which 107 are rehires.

Unfilled positions include three certificated teaching positions, which were filled with retirees (utilizing the 211 waiver) in the areas of World Language, Speech, Science.

The District is starting the year with 13 teachers on full time leave.
Substitute needs for “regular” and “long term” subs may change as people request additional leaves

CSEA hires total 25; TAUL hires total 98

Two Head Start teachers and a safety officer will be hired.

Regarding the position of Interim Director of Facilities -the District continues to interview applicants from the required canvas of eligible candidates.

New Staff Orientation has taken place, while training and professional development is ongoing.

Mr. Laurrie commented that the District strives to hire people who reflect our students; minority hires are up 25%, double what it was a few years ago. He thanked Ms. Massaro for her work.

Mr. Granieri reviewed technology readiness. Highlights include a PowerSchool rollover to address new school year changes; network and system entrances in place, including student rostering and system administration.

Technology Committee reviewed District and instructional software use including:

New – Think Tech, Magic School AI, Website, Flat.io, CoPilot,

Upgrades – Arbiter, School Links, Securely Hall Pass, Café POS, Quaver,

Schoology, PTECH resources.

Hardware resets included:

Additional security camera adds & updates.

Exterior door alarming configurations and training.

Continued Zero Eyes installs.

Network upgrades and security patches.

New Special Education classrooms.

~12,000 student laptop and iPad provisioned / imaged:

Consistent operational look.

Mostly an out-of-the-box performance.

Cybersecurity work included:

Education Law 2d contract acquisitions for new technology concerns.

Continued employment of encryption tools to combat phishing events.

Start of school year HRO sponsored Vector cyber awareness training.

Data flow document processing for teacher reference and for back-end software management.

Setup for planned cyber training events.

Mr. Laurrie commended Mr. Granieri for his work.

Mr. Carella and Mts. Buchman reported on instructional work, including the following highlights:

Elementary Level - Curriculum

ELA: Updated Grades K-3 assessment protocols to align with evidence-based instructional practices grounded in the Science of Reading - focus on individual diagnostic assessment of student skills leading to targeted, individualized instruction

Added new intervention (Ready Reading) for grades 4-6

Mathematics: Reviewed progress and needs after Year 1 of revised curriculum implementation/adjusted curriculum sequence as needed by grade

Pre-Kindergarten – a new "Report Card" was created for the 25-26 SY and Curriculum "Snapshot" updated
Special Class and Special Education Support
Newly appointed SPED instructional coaches led initiatives that included curriculum modification for special class settings
Curriculum resources were selected for Autism and Language Delay classes and will be piloted and evaluated in 18 classes this school year
Elementary Professional Development
Science of Reading Alignment: 8 workshops 380 teachers/seats
SPED: 4 workshops, 51 teachers/seats

Preparatory Level – Curriculum
ELA: Grades 6, 7 & 8 curriculum was revised and aligned to both the SoR and new core resources
Math Gr. 7: Curriculum was reviewed and modified after Year 1 of the latest renewal
Science: District assessments leading to the Gr. 5 NYS Science Assessment were revised after the first year of use
Technology: Grade 8 course was reworked to better align and prepare students for High School Pathways
Preparatory Level – Professional Development
ELA Resource training
Multiple Boces-provided sessions on Explicit Instruction, Student Behavior Management and Drop Out Prevention

Niagara Falls High School
15 courses created, updated or reworked assessment protocols revised or created
Updated courses include:
Algebra 2
Media Production
English – common assessments
US History – common assessments
Spanish
STEM Biotech Science
New course offerings include:
Armed Forces/Law Enforcement 2
Astronomy and Oceanography
Construction Trades 2
Music Theory 2
Regents Chemistry and Physics – new Standards and Regents assessments
Introduction to Engineering

Mr. Wojton reviewed the summer Professional Development and Training regarding Mental Health, School Climate and Student Well-Being, to include:
Updated Safety Protocols
School Counselor and Social Worker summer consortium
Sleep in Heavenly Peace
Trauma-Informed Educational Practice
School-based Trauma Informed Workplans

Collaboration and creation of Orleans Niagara Trauma, Illness and Grief teams (TIG).
Family and Community Engagement Program
EveryDay Labs attendance

He recognized Mr. DalPorto for his work on security issues.

Additional comments:

Mr. Laurrie noted that a press conference will take place September 24, 2025, regarding the partnership with Sleep in Heavenly Peace. He further thanked Mrs. Duncan, Dr. Savageau, and Mr. Contento for their skillful handling of Fall Sports physicals.

A review of the evening's agenda items was held.

REGULAR MEETING CALL TO ORDER at 7 p.m.

Pledge of Allegiance

A reflection was offered by Mrs. Dunn.

Roll Call

Mr. Bass*, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, Miss Kaur

Excused: Mr. McLeod

Letters and Communications

Oral Communications - Public Comment on Agenda Items

Written Communications – *A note of thanks was received from Margaret Glaser for adjourning July meeting in memory of Gene Glaser.*

Recommended Actions from the Superintendent of Schools - Routine Matters

The following was approved on a motion by Mr. Bass seconded by Mr. Vilardo.

Minutes –July 31, 2025 Meetings [\(SG 4\)](#)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

Approval of Budget Transfer - # 1 [\(SG 3\)](#)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

Approval of the following Bids –

1. BID NO. 109 Facility Paint

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. 109 – Facility Paint Supplies; and

WHEREAS, Legal notice was published August 5, 2025 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bids were publicly opened and read on August 19, 2025 and one properly executed bid was received; and

WHEREAS, Bids were analyzed by Mr. Michael Macri, Interim Director of Facilities, 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 to the following bidder in accordance with specifications, as follows:

Award No. Vendor Discount Percentage

109 A Sherwin

Williams 66%

Final Resolution: Motion Carries

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

The following were received and filed.

Treasurer's Report –July 2025 [\(SG 3\)](#)

Budget Status Report – July 2025 [\(SG 3\)](#)

The following was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi .

Personnel Report – Certificated [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Bass, seconded by Mr. Cancemi.

Personnel Report - Classified [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Capizzi.

Report from Committee on Special Education [\(SG 1\)](#)

The Committee on Special Education met on August 11, 2025 to review Annual Reviews, and April 4, 2025; and July 30, 31, 2025; and August 1, 4, 8, 11,

12, 14, 20, 21, 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 2025-2026 school year.

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Capizzi.

Report from Committee on Preschool Special Education [\(SG 1\)](#)

The Committee on Pre-School Special Education met on July 10, 17, 21, 24, and 28, 2025; and August 5, 6, 14, 15, 17, 19, and 20, 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 2025-2026 school year.

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.
Short-Term Contracts

1. Curriculum Associates I-Ready Math AIS training LPS \$2,300.00
F2110 400-098-0125 August 28, 2025
2. Curriculum Associates I-Ready Math AIS training LPS \$600.00
F2110 400-098-0326 August 28, 2025
3. Everway Virtual Workshop for Special Educators \$1,197.00
A2010.400-002 September 2, 2025
4. New Punjabi Halal-Mirch Masala ENL Summer Camp Expo \$600.00
F2110 200 098 2825 August 15, 2025
5. Game On Entertainment ENL Summer Camp Expo \$200.00
F2110 400 098 2825 August 15, 2025
6. Crystal Munro, RN, MSN Medical Administration Training Head Start/
Early Head Start \$2,000.00 F2230 404 098 TTA26 F2330 404 096 TTA26
September 5, 2025
7. Tim Miller iSafety First Aid & CPR Training Medical Administration
Training
Head Start/Early Head Start \$1,208.00 F2230 404 098 TTA26

F2330 404 096 TTA26 September 4, 2025

Final Resolution: Motion Carries

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

Head Start/ Early Head Start Reports – None.

5. Unfinished Business - None.

6. New Business

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Bass.

APPROVAL OF ACCEPTANCE OF FUNDS FROM NATIONAL GRID (SG 1)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the City of Niagara Falls City School District; and

WHEREAS, National Grid has donated \$10,000.00 to the City of Niagara Falls City School District; and

WHEREAS, This donation will be used to purchase school supplies for students; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of \$10,000.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Robert Simmons III -
VP US Social Impact & Engagement
C/O Mark Johnson
National Grid
144 Kensington Avenue
Buffalo NY 14204

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Bass.

APPROVAL OF SPECIAL MEETING (JUNE 18, 2026) OF THE BOARD OF EDUCATION (SG 4)

WHEREAS, It is necessary that a special meeting of the Board of Education be held on the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, that a special meeting of the Board of Education be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 5:30 p.m., on Monday, June 18, 2025, for the purpose of considering and/or acting such business as might properly come before a regularly scheduled meeting of the Board if held on such date.

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 following was approved on a motion by Mr. seconded by Mr. .

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Bass.

APPROVAL OF ENROLLMENT PROJECTIONS FOR SCHOOL YEAR 2025/2026

A motion is recommended for the approval of the following resolution:
Enrollment Projections for 2025/2026.

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 2025/2026 as listed below:

Grade	Without "500" Students ¹	With "500" Students ²
Universal Pre-K	520	520
Kindergarten	511	526
Grade 1	504	518
Grade 2	513	546
Grade 3	458	501
Grade 4	498	549
Grade 5	504	552
Grade 6	431	479
Grade 7	519	534
Grade 8	504	525
Grade 9	544	548
Grade 10	539	544
Grade 11	445	452
Grade 12	622	629
Special Education	1,055	1,055
Total Projected Enrollment	8,167	8,478

¹ Registered students in the NFCSD (no "500" codes or charter school students)

² Projected 2025/2026 students in "NFCSD classrooms including 500 codes and Charter School students.

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Bass.

APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED TO INCLUDE THE USE OF INTERNET-ENABLED DEVICES DURING THE SCHOOL DAY AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Code of Conduct; and

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Code of Conduct as amended, after review by the Committee; and be it further

RESOLVED, that the Code of Conduct as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

The following was approved on a motion by Mr. seconded by Mr. .

Final Resolution: Motion Carries

Yes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr.

Paretto, Mr. Petrozzi, Mr. Vilardo

The following was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo.

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND XANEDU PUBLISHING, INC. DBA EDUCATION ELEMENTS, FOR STAKEHOLDER SURVEY ADMINISTRATION AND REPORTING, FROM JANUARY 05, 2026 – MAY 30, 2026

WHEREAS, Target districts require support and guidance for survey administration and analysis; and

WHEREAS, The District wishes to retain XanEdu Publishing, Inc. DBA Education Elements, to provide the necessary services required for the district's eleven (11) schools; and

WHEREAS, The Contract will be for a term commencing January 01, 2026, and terminating May 30, 2026 for an amount not to exceed \$18,000.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with XanEdu Publishing, Inc. DBA Education Elements, a copy of which is hereto attached which provides, among other things, for a term commencing January 05, 2026 and terminating May 30, 2026 for an amount not to exceed \$18,000.00; 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 28th day of August, 2025, 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 XanEdu Publishing, Inc. DBA Education Elements, 4750 Venture Drive Suite 400, PMB#20 Ann Arbor, MI 48108-9505 (hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding 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 via a Pre-Survey planning meeting, Dashboard Reporting tool and Readout Analysis;

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 First Party shall pay to Second Party, a sum not to exceed \$18,000.00 provided the services have been completed, payable in installments as follows. Second Party shall invoice the District for services rendered, on or about the following dates: March 6, 2026 for \$9,000, May 15, 2026 for \$9,000.00. 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, XanEdu Publishing, Inc. DBA Education Elements.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

To the fullest extent permitted by law, the First Party shall indemnify and hold harmless the Second 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 Second 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 (30) days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 01/05/2026 through 05/30/2026, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Second Party may hire and pay assistants; however, acting as an Independent Contractor, it is responsible for all wages, benefits, and taxes for any assistants so hired.

8. This Agreement is subject to and incorporates the terms and conditions of the Master Services Agreement located at [<https://www.edelements.com/msa-surveys-and-services>] ("MSA"). In the event of any conflict or inconsistency between this Agreement and the MSA, this Agreement will prevail.

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 date and year first above written.

The following was approved on a motion by Mr. seconded by Mr. .

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo.

A lengthy discussion took place regarding student absence or chronic absenteeism. Board members questioned how many students are homeless and were told approximately 450. Clarifying information included the definitions of

homelessness, i.e., some students' families may be living with relatives and thus are considered homeless, even though they are not on the streets; others may be living in hotels. The number fluctuates. Also, it was pointed out that each has a liaison to work with families so affected.

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 9/1/25 –8/31/26 (SG 1)

A lengthy discussion took place regarding student absence or chronic absenteeism. Board members questioned how many students are homeless and were told approximately 450. Clarifying information included the definitions of homelessness, i.e., some students' families may be living with relatives and thus are considered homeless, even though they are not on the streets; others may be living in hotels. The number fluctuates. Also, it was pointed out that each has a liaison to work with families so affected.

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, 2025 and terminating August 31, 2026; and

WHEREAS, The fee for services to be rendered shall be an amount not to exceed the sum of \$140,000, payable in equal monthly installments of \$11,666.00, 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 28th DAY OF August, 2025, 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 \$140,000, to be paid monthly by checks made payable to the order of the Second Party in equal monthly installments of \$11,666.00 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, 2025 through August 31, 2026, 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 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.

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. seconded by Mr. .
APPROVAL OF AMENDMENT OF LICENSE AGREEMENT BY AND BETWEEN NIAGARA MOHAWK POWER CORPORATION AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR AUTOMOBILE ACCESS ROAD LOCATED ON NIAGARA MOHAWK POWER CORPORATION PROPERTY WEST OF NEW ROAD, NIAGARA FALLS, NEW YORK

In the construction of the new high school located on land adjacent to Hyde Park, Niagara Falls, New York, a temporary easement for the installation of a construction road from New Road west to the new high school site was granted by Niagara Mohawk Power Corporation to the Niagara Falls City School District.

Niagara Mohawk Power Corporation extended the license to the District in 2005 to use the road as a controlled automobile access road subject to the same terms and conditions as the original agreement, with an increase in the annual fee to eight hundred fifty dollars (\$850.00) increased annually by the Consumer Price Index (CPI), renewable every five years through August 31, 2030. The agreement was amended on February 14, 2014 limiting allowable use, permitting it be used as a route of access to and from the high school parking lot, but not as a public thoroughfare.

The Second Amendment changes the license agreement to a one-year term, automatically renewing each year until terminated by either party. The first term fee of the second amendment effective September 1, 2025 will be \$1,145.00. The fee increases will be 1.5% annually thereafter in lieu of increases determined by the CPI.

All other terms and conditions of the amended original license will remain in effect.

The Board should take action at this time to approve the Second Amendment to the License Agreement in order to permit continued use of the access road to service Niagara Falls High School.

This action item was prepared by Mrs. Rebecca Holody, Administrator for School Business Services, and the proposed resolution was reviewed by Mr. Angelo Massaro, School District Attorney.

Mrs. Holody and Mr. Massaro will answer questions pertaining to this action item.

RECOMMENDATION:

A motion is recommended for the approval of the Second Amendment of the License Agreement By and Between Niagara Mohawk Power Corporation and the City School District of the City of Niagara Falls for Automobile Access Road located on Niagara Mohawk Power Corporation property west of New Road, Niagara Falls, New York

WHEREAS, Niagara Mohawk Power Corporation extended the license to the District in 2005 to use the road as a controlled automobile access road subject to the same terms and conditions as the original agreement, with an increase in the annual

fee to eight hundred fifty dollars (\$850.00) increased annually by the Consumer Price Index (CPI), renewable every five years through August 31, 2030. The agreement was amended on February 14, 2014 limiting allowable use, permitting it be used as a route of access to and from the high school parking lot, but not as a public thoroughfare; and

WHEREAS, The Second Amendment changes the amended license agreement to a one-year term, automatically renewing each year until terminated by either party. The first term fee of the second amendment effective September 1, 2025 will be \$1,145.00. The fee increases will be 1.5% annually thereafter in lieu of increases determined by the CPI. All other terms and conditions of the amended original license will remain in effect; and

WHEREAS, It is in the Board's best interest to approve the Second Amendment to the license agreement so as to permit access to the school site from New Road; therefore be it

RESOLVED, That the Board of Education approve the attached Second Amendment to the License Agreement by and between Niagara Mohawk Power Corporation and the City School District of the City of Niagara Falls for automobile access road located on Niagara Mohawk Power Corporation property west of New Road, Niagara Falls, New York; and

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

RESOLVED, That the District Clerk is hereby directed to obtain the signature of the President of the Board on said Extended Licensing Agreement.

SECOND AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (this "Amendment") is made as of the ____ day of _____, 20__ by and between NIAGARA MOHAWK POWER CORPORATION, a New York corporation having a usual place of business at 144 Kensington Avenue, Buffalo, New York 14214 ("Licensor"), and NIAGARA FALLS CITY SCHOOL DISTRICT, with offices at 630 66th Street, in the City of Niagara Falls, County of Niagara, and State of New York, 14304. ("Licensee").

WITNESSETH

WHEREAS, Licensor and Licensee entered into that certain License Agreement (the "Original License") dated the 3rd of December 1998 later amended to on February 14, 2014, whereby Licensor did license a portion of its fee owned transmission line right-of-way as shown on a certain map designated exhibit "A" together with appurtenances thereto specified in appendix "B", more particularly described therein; and

WHEREAS, Licensor and Licensee wish to modify the Original License with respect to the term and the manner in which the annual license fee shall be established.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged under seal, the parties hereto agree as follows:

1. Term/License Fee.

From and after the execution of this Amendment: (a) this License Agreement shall continue through the next succeeding anniversary of the Effective Date and shall automatically be extended for additional periods of one (1) year thereafter unless or until terminated under the conditions set forth herein or, provided that Licensee shall not be in default of any term, covenant and condition hereof, until such time as Licensee's Facilities are no longer needed by Licensee, whichever is sooner. Upon the end of the useful life of the Facilities, Licensor will determine if the Facilities shall be removed, filled, or abandoned in place at Licensee's sole cost and expense; and (b) for so long as the License Agreement remains in force and effect, the annual license fee in effect as of the date of the execution hereof shall increase upon each anniversary of the Effective Date thereafter by an amount equal to one and a half percent (1.5%) of the annual license fee in effect during the immediately preceding year. The foregoing annual increase shall be in lieu of any CPI-based increase to the annual license fee described in Article No. 4 in Appendix "B" of the Original License agreement.

2. Miscellaneous.

Except as expressly amended or modified hereby, all terms, covenants and conditions of the Original License shall remain in full force and effect and are hereby ratified and affirmed. From and after the execution hereof, the term "License Agreement" shall mean the Original License as modified by this Amendment.

Any capitalized term not defined hereunder shall have the meaning provided for in the Original License. In the event of a conflict between the terms of the Original License and the terms of this Amendment, the terms of this Amendment shall prevail.

This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.
APPROVAL OF PAYMENT NO. 15 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 \$27,200.01; 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 5% retention in the amount of \$1,360.00; and

WHEREAS, The amount of payment the District will issue shall be \$27,200.01 less the required 5% retainage (\$1,360.00) as outlined in the contract, \$25,840.01; 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 \$25,840.01 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #15; 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: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 17 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 \$14,020.48; 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 2.50% retention in the amount of \$350.51; and

WHEREAS, The amount of payment the District will issue shall be \$14,020.48 less the required 2.50% retainage (\$350.51) as outlined in the contract, \$13,669.97; 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 \$13,669.97 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #17; 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. seconded by Mr. .

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 05 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 \$39,800.00; 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 \$1,990.00; and

WHEREAS, The amount of payment the District will issue shall be \$39,800.00 less the required 5% retainage (\$1,990.00) as outlined in the contract, \$37,810.00; 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 \$37,810.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 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 following was approved on a motion by Mr. seconded by Mr. .

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.
APPROVAL OF PAYMENT NO. 17 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 \$83,964.04; 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 \$4,198.20; and

WHEREAS, The amount of payment the District will issue shall be \$83,964.04 less the required 5% retainage (\$4,198.20) as outlined in the contract, \$79,765.84; 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 \$79,765.84 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #17; 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. seconded by Mr. .

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.
APPROVAL OF PAYMENT NO. 11 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 \$28,949.11; 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 \$1,447.34; and

WHEREAS, The amount of payment the District will issue shall be \$28,949.11 less the required 5% retainage (\$1,447.34) as outlined in the contract, \$27,501.77; 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 \$27,501.77 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 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.

Final Resolution: Motion Carries

Yes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr.

Paretto, Mr. Petrozzi, Mr. Vilardo

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 17 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 \$17,127.00; 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 \$856.36; and

WHEREAS, The amount of payment the District will issue shall be \$17,127.00 less the required 5% retainage (\$856.36) as outlined in the contract, \$16,270.64; 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 \$16,270.64 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #17; 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.

Review of the Proposed Policy(ies)

Other Communications

Oral Communications - Public Comment on non-Agenda Items: Mr. Michael Barksdale Independence Ave: COO Niagara County Information Group - Spoke on District policy regarding the Superintendent's role and responsibilities. He took issue with what he feels is the District's academic performance. He presented a scenario in which a child scored 30% and asked what Board members would do if that was the case for one of their own children. He requested a detailed response.

Information and Reports

Superintendent's Report

Mr. Laurie's Comments:

With regard to the tragedy in Minneapolis, the loss of human life due to violence, the District continues to strive for safety and sends condolences to that community.

Governor Hochul and the Superintendent of Lackawanna Schools as well as Mr. Ventry, Mr. Weiss, Ms. Sullivan, were part of a press event at NFHS discussing the smart device ban. Miss Kaur also was a participant, who was lauded for her composure and thoughtful answers. Good conversation was had with the Governor after the press left. The Lackawanna Superintendent implemented the smart device ban in her district long ago. We, as adults, must model the behavior we wish to see.

A soft opening of the greenhouse at Bond School takes place Tuesday, September. 2025 at 4 p.m.

Mr. Laurie asked Board if they want to go through the NYSSBA resolutions in September or not at all. A discussion was held. It was decided that the Board would discuss it on September 11, 2025, and decide whether to appoint a delegate to the NYSSBA business meeting.

There will be an executive session on that date.

The Maiesto parties were invited to join us October 9, 2025 to provide an update on that legal action, which began in 2009.

Many open houses are taking place now. On September 3, schools open. In fewer than 20 days we get to greet 7,000 students as they return ready for another school year.

Parents are encouraged to sign up for the apps to stay informed.

He wished all a happy, safe, and successful school year.

Board Members Report and Comments

Mr. Bass: expressed that it was good to be at the meeting in person and meet

Miss Kaur. He wishes a successful year for all.

Mrs. Dunn: thanked staff for the detailed reports. She apprised the community of back pack giveaways in the community.

Miss Kaur: expressed that she is glad to be having this experience serving with the Board.

Mr. Vilardo: thanked staff for the preparations made for the academic year. He responded to Mr. Barksdale's query about a child scoring 30%, stating that in such a circumstance, he would personally help his child, noting parents also must take responsibility for children's success, not simply blame the schools or the community.

Mr. Petrozzi: expressed similar views to his colleagues regarding best wishes for the school year.

Mr. Cancemi: thanked the students who represented NFHS with the Governor. Addressing Mr. Barksdale, Mr. Cancemi expressed that Mr. Barksdale continually comes before the Board with negative observations and comments, and said it would be refreshing to hear him bring forth some positive comments on occasion.

Mr. Bilson: observed that the preparation for this school year has been extreme. He has heard a great deal of feedback from community regarding smart device ban. Some teachers have used smart device as part of lessons, so it will be a change for all.

Mr. Paretto: thanked staff; the dedication of the teachers shows in the hours of professional development in which they engage.

Advanced Planning
Future Agenda Items
Future Meeting Dates

September 11, 2025	September 25, 2025

Adjournment

Meeting Adjourned on a motion by Mr. Petrozzi, seconded by Mr. Vilardio, in memory of the following:

Pastor Fred Chambers
Anthony Colucci, dear friend of Joe Sbarbati.
Joan O'Hara, retired teacher.

All in favor.

Respectfully submitted,

Judith Glaser
Judith Glaser, District Clerk