

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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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 Hawk 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 1st 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
		\$125,619.00
Revenue Code: F4289.150.25		

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 ¹	With "500" Students ²
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

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

² 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, its 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 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. 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, 11th 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 41st 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 3rd, 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 65th 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 25th anniversary of the "new" NFHS.

A grade three student at 79th 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 26th 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