

# **NIAGARA FALLS CITY SCHOOL DISTRICT**

**Niagara Falls, New York**

## **MINUTES**

**DATE:** July 2, 2024

**KIND OF MEETING:** ReOrganization

**PLACE:** Board of Education Board Room

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

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

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

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

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

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

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

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

The vote on the nomination was as follows:

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

Nays: None.

Carried.

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

### **METHOD OF ELECTION OF OFFICERS**

Mr. Massaro explained the process for election Board officers.

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

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

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

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

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

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

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

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

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

There were no other nominations.

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

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

**APPOINTMENT OF DISTRICT CLERK:**

Mr. Paretto moved for appointment of Judith M. Glaser as District Clerk; Mr. Vilardo seconded the motion.

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

WHEREAS, Judith Glaser has provided satisfactory performance in said position; therefore, be it

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

The vote was as follows:

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

Nays: None.

Carried.

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

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

Recommendation:

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

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

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

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

RESOLVED, That Denise Kolber, Consultant, be appointed to the position of Internal Claims Auditor for the period July 1, 2024, through June 30, 2025 at a rate of \$40.00 per hour not to exceed \$35,100 and subject to further terms and conditions of Contract concluded with District.

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

Recommendation:

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

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

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

RESOLVED, That N.E.C. be appointed as Third-Party Administrator for the District's Unemployment Insurance Program for the period July 1, 2024, through June 30, 2025.

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

Recommendation:

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

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

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

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

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

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

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

#### 4.05 Public Records Access Officer

Recommendation:

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

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

RESOLVED, That the Administrator for Human Resources, Maria Massaro be appointed Public Records Access Officer for the period July 1, 2024, through June 30, 2025, with no additional compensation.

#### 4.06 Records Management Officer

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

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

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

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

#### 4.07 School District Treasurer

Recommendation:

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

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

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

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

#### 4.08 Tax Collector

Recommendation:

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

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

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

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

#### 4.09 Medicaid Compliance Officer

##### Recommendation:

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

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

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

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

RESOLVED, That Maria Massaro, Administrator for Human Resources is designated the Medicaid Compliance Officer for the period of July 1, 2024, through June 30, 2025.

#### 4.10 Director of School Health Services

##### RECOMMENDATION:

#### 4.10 Director of School Health Services

##### RECOMMENDATION

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

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

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

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

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

##### RECOMMENDATION

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

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

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

Therefore be it

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

#### 4.12 Chief Emergency Officer

##### RECOMMENDATION

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

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

#### 4.13 Appointment of Chemical Hygiene Officer

##### RECOMMENDATION

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

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

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

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

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

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

The vote was as follows:

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

Nays: None.

Carried.

##### DESIGNATIONS

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

#### 5.01 Official Bank Depositories

##### Recommendation:

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

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

provided that such designation shall be made of a bank or banks or banker or bankers within the state"; and

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

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

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

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

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

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

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

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

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

#### 5.03 Municipal Bond Consultant

##### Recommendation:

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

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

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

WHEREAS, Capital Markets Advisors, LLC (CMA), a Municipal Bond Consultant of high reputation and located locally, has extensive knowledge and experience with financing various school districts' sale of bonds for capital projects; therefore, be it

RESOLVED, That the Board of Education designate Capital Markets Advisors, LLC as Municipal Bond Consultants for the period July 1, 2024, through June 30, 2024, with no annual retainer fee; and be it further

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

#### 5.04 Bonding Attorneys

##### Recommendation:

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

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

RESOLVED, That the Board designate the law firm of Orrick, Herrington & Sutcliffe LLP as bonding attorneys with no annual retainer fee for the period July 1, 2024, through June 30, 2024.

#### 5.05 Official Newspaper

##### Recommendation:

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

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

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

RESOLVED, That the Niagara Gazette be designated as the Board of Education Official Newspaper for the period July 1, 2024, through June 30, 2025; and

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

#### 5.06 Regular Monthly Meetings

##### Recommendation:

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

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

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



RESOLVED, That the Niagara Falls Board of Education will hold its regular meetings for the 2024-2025 school year at 7:00 p.m. on the fourth Thursday of each month; and

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

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

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

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

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

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

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

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

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

The vote was as follows:

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

Nays: None.

Carried.

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

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

##### 6.01 Purchasing Agent

#### Recommendation:

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

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

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

## 6.02 Certification of Payrolls

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

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

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

The vote was as follows:

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

Nays: None.

Carried.

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

## 7. Purchasing Procedures Policy

Recommendation

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

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

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

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

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

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

The vote was as follows:

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

Nays: None.

Carried.

## **ADJOURNMENT**

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

**DATE:** July 2, 2024

**KIND OF MEETING:** Regular

**PLACE:** Board of Education Board Room

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

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

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

**MEMBERS ABSENT:**

### **2.01 Pledge of Allegiance**

### **2.02 Prayer**

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

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

3.02 Written Communications – None.

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

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

Regular Meeting of June 20, 2024

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

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

Nays: None.

Carried.

#### **Carried**

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

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

Nays: None.  
Carried.  
**Carried**

## **BIDS**

None

## **TREASURER'S REPORT – None.**

## **BUDGET STATUS REPORT**

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

### **Personnel Report Certificated**

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

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

Nays: None.

Carried.

### **Personnel Report - Classified**

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

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

Nays: None.

Carried.

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

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

Nays: None.

Carried.

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

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

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

Nays: None.

Carried.

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

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

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

Nays: None.

Carried.

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

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

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

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

Nays: None.

Carried.

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

#### **New Business**

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

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

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

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

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

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

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

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

RESOLVED, That the Board does hereby appoint:

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

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

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

**Nays:** None.

**Carried.**

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

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

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

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

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

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

**Nays:** None.

**Carried.**

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

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

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

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

WHEREAS, The development of a General Fund Budget is dependent upon a clear understanding of responsibilities that are both Board and staff related; therefore be it

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

**Niagara Falls Board of Education**

**2025 - 2026 Key Budget Dates**

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

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

**Nays:** None.

**Carried.**

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

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

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2024/24 tax levy and are therefore in compliance with §1302 of the Real Property Tax Law; and

WHEREAS, The delivery of the assessment rolls, Board adoption of the General Fund Budget on March 30, 2024 and official adoption of budget on May 17, 2024 following voter approval on May 16, 2024, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

WHEREAS, The full value tax rate has been determined to be \$19.51571382; and

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

RESOLVED, That the Board establish a final tax rate of \$19.51571382; and

RESOLVED, That the tax rolls for the fifteen (15) wards of the City of Niagara Falls, New York, for the school taxes for the fiscal year beginning July 1, 2024, be and ending June 30, 2024, as completed, be and the same hereby are confirmed and approved by the Board of Education of the School District of the City of Niagara Falls New York, as follows:

Ward	City Assessment Roll	Full Value Tax Rate	Real Property Tax Levy
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1-15	\$ 1,324,646,437	\$ 19.49877966	\$ 25,828,989
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RESOLVED, That the School District Tax Collector of said City School District of the City of Niagara Falls, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2024, and ending June 30, 2024, as extended and completed; and

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

## WARRANT

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

To Mrs. Rebecca Holody, SCHOOL TAX COLLECTOR of the City School District of the City of Niagara Falls, New York.

YOU ARE HEREBY REQUIRED AND COMMANDED TO commence to collect on August 1, 2024, and continue to collect through January 2024, from the several persons named in the Assessment Roll, to which this warrant is attached, the amount mentioned in the last column thereof, and set opposite to the names of such persons respectively, together with your fees thereon.

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

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

IN WITNESS WHEREOF, the Board of Education of the City School District of the City of Niagara Falls, New York, at a meeting held on the 6th day of July 2024, has caused this



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

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

**Nays:** None

**Carried**

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

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

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

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

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

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

WHEREAS, The District wishes to continue this Contract for the 2024-2025 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2023-2024) of \$79,471.65 increased by the Regional Northeast CPI for calendar year 2024, when it has been determined, which includes the cost of postage; therefore be it

RESOLVED, That the Board of Education hereby agrees to retain the services of the City of Niagara Falls for the purpose of providing all necessary services for the billing and collection of the School District's tax levy for 2024-2025; and

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

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

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

**CONTRACT BETWEEN CITY OF NIAGARA FALLS AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SCHOOL DISTRICT) FOR THE COLLECTION OF SCHOOL TAXES**

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

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

The School District will compensate for the fiscal year 2024-2025 the City of Niagara Falls the amount of \$79,471.65 plus the CPI increase for calendar year 2024 when it has been determined, which compensation shall include postage.

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

The Contract period will begin July 1, 2024 and end on June 30, 2025. Payments will be due from the School District by January 15 of each paid fiscal year. The City of Niagara Falls agrees to bill the District annually after the CPI for the calendar year 2024 has been determined. Payment shall be made within thirty days of such billing.

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

The Contract is terminable by 30 days written notice at the discretion of either party. In the event the Contract is terminated, the base fee of \$79,471.65 plus the CPI for calendar year 2024 will be calculated on a per diem rate for the year in which the Contract is terminated and the School District shall pay the City for its number of days the City performs the services pursuant to this Contract at its per diem rate.

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

\_\_\_\_\_  
Mayor      President

CITY CLERK

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

**Nays:** None.

**Carried.**

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

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

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

WHEREAS, a Committee of the Board and the Administrator for School Business Services has computed the fee schedule for community use of facilities for the 2024-2025 school year; therefore, be it

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

## COMMUNITY USE OF SCHOOL FACILITIES

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

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

			Overtime Rates Monday/Saturday	O Si
			1.5	2
<b>School</b>	<b>Employee</b>	<b>Monday/Friday</b>		

## CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS

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

[illegible]

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

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

### Facility Request Fee Schedule – Monthly Use

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

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

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

**Nays:** None.

**Carried.**

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

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

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

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

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

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

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

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

#### AGREEMENT

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

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

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

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

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

3. Compensation: See Exhibit A attached:

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

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

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

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

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

HIPAA or any other applicable federal laws and regulations.

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

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



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

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

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

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

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

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

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

To the Company:

LearnWell

2 Main Street, Suite 2A Plymouth, MA 02360

To the District:

Niagara Falls City School District

630 66th Street

Niagara Falls, NY 14304

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

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

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

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

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

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

By:  
Authorized Representative  
Niagara Falls City School District

By:  
Authorized Representative  
EI US, LLC

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

**Nays:** None.

**Carried.**

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

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

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

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

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

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

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

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

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

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

organization meeting, in accordance with all laws and regulations pertaining to such appointment; and further

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

RESOLVED, That the President of the Board of Education be and he is authorized to execute said Contract; and

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

## CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Nays:** None.

**Carried.**

On a motion by Mr. Bilson seconded by Mr. Vilardo, the following resolution was adopted.  
**APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2024-2025**

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

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

RESOLVED that the Board of Education hereby retains Angelo Massaro dba Hovey & Massaro to provide legal services for the District as School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$126,583.14 for the year commencing July 1, 2024, and terminating June 30, 2025; and

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

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

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

## RETAINER AGREEMENT

AGREEMENT made this 1st day of July, 2024, between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and ANGELO MASSARO, dba Hovey & Massaro Attorney (hereinafter referred to as "School District Attorney"), 631 Main Street, Niagara Falls, New York 14301.

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

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

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

FIRST: RETAINER. The District retains the School District Attorney and the School District Attorney agrees to serve the District and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 1st day of July 2024, and continuing thereafter until the 30th day of June 2025 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

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

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

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

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$126,583.14 per year, payable in equal monthly installments of \$10,548.60. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

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

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

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

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 1st day of July 2024 and shall continue until the 30th day of June 2025. Thereafter this Agreement shall automatically renew for additional one-year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

President

Angelo Massaro dba Hovey & Massaro

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

Nays: None.

Carried.

On a motion by Mr. Vilardo, seconded by Mr. Paretto, the following resolution was adopted  
**APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2024-2025**

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

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

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

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

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

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

#### RETAINER AGREEMENT

AGREEMENT made this 2nd day of July, 2024, between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and JAMES C. ROSCETTI of Roscetti & DeCastro, PC (hereinafter referred to as "Attorney"), 730 Main Street, Niagara Falls, New York 14301.

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

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

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

FIRST: RETAINER. The District retains the Attorney and the Attorney agrees to serve the District as Deputy School District Attorney and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 1st day of July 2024, and continuing thereafter until the 30th day of June 2025 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

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

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$119,686.40 per year, payable in equal monthly installments of \$9,973.87. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

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

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

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

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 1st day of July 2024 and shall continue until the 30th day of June 2025. Thereafter this Agreement shall automatically renew for additional one- year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

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

Nays: None.

Carried.

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

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

WHEREAS, The law allows a school district to have a Claims Auditor for the purpose of reviewing all invoices and claim statements for accuracy and compliance, before payment; and

WHEREAS, The position could be either one held by an employee or outsourced by the District to an independent contractor; and

WHEREAS, Establishing a Claims Auditor position, whether by employment or by independent contract, will assist the District to effectively meet its claims audit responsibility and better ensure protection of District assets; and



WHEREAS, District staff, recognizing the excellent work and cooperation of the current claims auditor with District staff to keep accounts payable in compliance with laws and regulations, has recommended to renew the Contract with the existing Independent Claims Auditor – Denise Kolber.

RESOLVED, The Board hereby approves the Contract with Denise Kolber for her to perform claims auditor services for the fiscal year at the rate of \$40.00 per hour for a sum not to exceed \$36,000.00 for the fiscal year, unless otherwise increased by the Board of Education for a term commencing July 1, 2024 and ending June 30, 2025, a copy of which is attached; and further

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

RESOLVED, That the President of the Board of Education be authorized to execute said Contract; and

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

CONTRACT FOR PROFESSIONAL  
CONSULTANT SERVICES  
BY AN INDEPENDENT CONTRACTOR

This Contract made this 2nd DAY OF July 2024 by and between the City School District Of The City Of Niagara Falls, 630 – 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and Denise Kolber (hereinafter called the “Second Party”);

WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services as claims auditor as hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding claims auditing, which services shall include, without limitation, the following:
  - a. Auditing of all District claims;
  - b. Verifying the legitimacy of all claims;
  - c. Verifying the authorization and approval of all claims
  - d. Verifying the mathematical correctness of each claim;
  - e. Verifying whether the claim is sufficiently itemized and documented;
  - f. Verifying whether the claim has adhered to all District policies;
  - g. Verifying whether the claim has met all legal and policy requirements pertaining to competitive bidding
  - h. Other duties as applicable to the claims audit function

All of these functions shall be performed under the direction of the Board of the First Party. The consultant should possess a thorough knowledge of the claims auditing process.

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

4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days and hours worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$36,000.00 for the fiscal year unless otherwise increased by the Board of the First Party, to be paid at the rate of \$40.00 per hour. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.

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

The Second Party shall maintain general liability insurance and professional liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional party insured on a primary and non-contributory basis. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from July 1, 2024 through June 30, 2025, however, that either Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Second Party may not assign this Contract but may hire employees and/or assistants, provided however, the Second Party shall be responsible for all wages, benefits, and taxes for all employees and/or assistants so hired.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

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

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

Nays: None.

Carried.

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

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

WHEREAS, The District is committed to permitting community organizations to use its facilities for community purposes; and

WHEREAS, PAL desires to continue its education program and conduct various activities involving community and students; and

WHEREAS, The District is desirous to continue leasing space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

WHEREAS, The Lease will become effective July 1, 2024 and terminate June 30, 2025; therefore, be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, a copy of which is attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities to be effective July 1, 2024 and terminate June 30, 2025; and be it further

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

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

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

LEASE BETWEEN NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC.  
AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

This Lease, made this 1st day of July 2024, between the Niagara Falls Police Athletic League, Inc., ("League") and the City School District of the City of Niagara Falls, ("District").

WHEREAS, the District has made portions of Niagara Falls High School available to the public for community functions; and

WHEREAS, The District leased space in Niagara Falls High School to the Police Athletic League to conduct its community and student-based programs; and

WHEREAS, the League desires to continue its education program and conduct various activities involving community and students from an office to be located in the Niagara Falls High School; and

WHEREAS, The District desires to continue to lease space at Niagara Falls High School to permit PAL to continue to conduct such activities and to allow the District to continue to achieve its community outreach goal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein the parties agree as follows:

1. The District agrees to:

- a. Provide the League space at Niagara Falls High School to conduct its programs.
- b. Provide the League with furniture and telephones provided, however, nothing herein shall obligate the District to furnish such items if not available or to replace such items, nor shall the District be obligated to furnish telephone service to the League, the cost of which will be incurred by the League.
- c. Permit the League use of the areas during all times the Facility is opened according to a schedule determined solely by the District.
- d. Provide linkages between/among the administrative leaders of the District with the administrative leaders of the League.

2. The League agrees to:

- a. Provide and facilitate programs throughout the District and the community, some of which include basketball, lacrosse, soccer, softball, chess games/tournaments; Juvenile Justice Board; Kids Voting; Community Scholarship; and Tutoring and counseling.
- b. Save the District, 4455 Porter Road, Inc., City of Niagara Falls, New York and the New York State Power Authority harmless from any and all legal actions, damages, losses, liability and expense for bodily or personal injury, loss of life and/or property damage arising out of the League's uses and occupancy of the area and/or program activities occasioned wholly or in part by any act or omission of the League, its agents, servants, employees, patrons, members, volunteers, contractors, artists, or others claiming and using the premises through the League and/or participating in the League's programs.
- c. During the term of this Lease and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District, 4455 Porter Road, Inc., City of Niagara Falls, New York and the New York Power Authority as additional parties insured in an amount of Two Million dollars (\$2,000,000) together with an excess liability policy in a minimum amount of Five Million Dollars (\$5,000,000) for property damage arising from its use and occupancy and/or occurring on the premises. The insurance shall be written by a company acceptable to the District and shall name the District, 4455 Porter Road, Inc., City of Niagara Falls, New York, and New York Power Authority as additional parties insured. The League shall furnish the District with certificates of such insurance, which certificates shall provide among other things that the insurance shall not be canceled except upon ten (10) days prior written notice to the District.

3. The District shall have the right to enter in and upon said area at all hours of the day during any term of this Agreement for any purpose whatsoever but shall make reasonable effort not to disturb the area or disrupt the operations of the League.
4. At the expiration of this Lease, the League will quit and surrender the area in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
5. The term of this Lease shall be July 1, 2024 through June 30, 2025. Notwithstanding the foregoing, either party may terminate this Lease at any time and for any reason upon giving the other party ninety (90) days written notice of its intent to so terminate, and this Lease shall terminate ninety (90) days from the date of said notice.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above set forth.  
City School District of the  
City of Niagara Falls

Niagara Falls Police Athletic League,  
Inc.

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

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

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

WHEREAS, BOCES Orleans/Niagara has utilized copy room space from the Board of Education in the past for its central printing services; and

WHEREAS, BOCES Orleans/Niagara is currently utilizing copy room space in the Board of Education Central Offices and is currently providing copying services to the District as required; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize and continue this arrangement; therefore, be it

RESOLVED, That the Board of Education approve the Agreement for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara commencing on the date(s) each school board approves the lease and continuing thereafter until terminated pursuant to the provisions of the Agreement; and

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

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

**LEASE AGREEMENT**

This is a Lease Agreement by and between the City School District of the City of Niagara Falls, New York, a school district created and existing pursuant to the laws of the State of New York, hereinafter sometimes referred as "the District", with its principal offices at 630 66th Street, Niagara Falls, New York, 14304, and the Orleans/Niagara Board of Cooperative Educational Services (Orleans/Niagara Board of Cooperative Educational Service (Orleans/Niagara BOCES), hereinafter sometimes referred to as "the BOCES", created and existing under the laws of the State of New York, with its principal offices at 4232 Shelby Basin Road, Medina, New York 14103.

**1. Premises:**

The District hereby leases to BOCES at no cost and BOCES hereby leases from the District the use of certain space in the District's Central Office Building located at 630 66th Street, Niagara Falls, New York 14304.

The District shall also permit the BOCES at no cost, to use in common with others the common areas which shall include but not be limited to lavatories, hallways, staff rooms and parking areas, respectively ("shared use space"), during such times as the building is opened which use shall be subject and subordinate to and in accordance with a scheduling determined solely by the District and subject to the normal and reasonable business operations procedures of the District.

The area specifically leased by the BOCES, together with the above-referenced shared use space, shall hereinafter be referred to as "the leased premises".

2. Use:

All leased space located at 630 66th Street, Niagara Falls, New York is to be used for Copy room services and staff preparation space for the BOCES' staff and for related office and program support functions. The use of the shared use space shall not interfere with or infringe upon the scheduling of programs related to the educational objectives and the purposes and other use agreements of the District which shall have priority. Should the space be needed by the District, it may be reduced or this Lease may be terminated pursuant to paragraph 7(A)(i) of this Agreement.

3. Term:

The term of this Agreement shall commence on the date(s) each school board approves the lease, and continue thereafter until terminated, provided, the District and/or BOCES shall terminate this Lease as provided in paragraph "7" herein.

4. District Obligations:

The District shall, at its expense, during the Lease term:

- a. Perform any and all necessary (major and minor) exterior or interior maintenance or repairs to the leased premises, including but not limited to maintenance or repair of the buildings' foundation(s), bearing walls, exterior or interior walls, sub flooring, roofing, exterior or interior doors, boilers, heating systems, ventilation systems, air conditioning systems, windows and skylights (if any);
- b. Furnish utility services, including heating fuel(s), electricity, water service, sewage service and telephone service, to the leased premises;
- c. Maintain the electrical, plumbing and sewage systems for the leased premises;
- d. Clean and maintain the leased premises in presentable condition; and
- e. The District shall assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the District, its agents, representatives, employees, patrons, volunteers, contractors, or others claiming and using the premises through the District.

5. BOCES Obligations:

The BOCES shall, at its expense, during the Lease term:

- a. Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents, representatives, employees, patrons, volunteers, contractors or others claiming and using the premises through BOCES;
- b. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District as an additional party insured in an amount of One Million Dollars (\$1,000,000.00) for loss of life or bodily injury to one or more persons and Three Hundred Thousand Dollars (\$300,000.00) for property damage due to fire, with an umbrella excess coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) for loss of life or bodily injury

and property damage (provided that the property is not under the BOCES' care, custody and control) arising from the BOCES' use and occupancy of the leased premises and/or the equipment therein and/or occurring on the premises.

The insurance shall name the District as an additional insured. The BOCES shall furnish the District with certificates of such insurance no later than thirty (30) days prior to commencement of the term, which certificates shall provide among other things that the insurance shall not be canceled except upon (30) days prior written notice to the District.

- c. Allow an authorized agent of the District to enter the leased premises at all hours and at all times during the term of this Lease for any purpose whatsoever, but shall make reasonable effort not to disturb the leased premises or disrupt the operations of the BOCES for the purpose of inspecting the premises.
- d. Make every reasonable effort to keep clean and orderly the leased premises.
- e. Not assign or pledge nor let or underlet the whole or any part of the leased premises, nor make any alteration therein without the written consent of the District under the penalty of forfeiture and damages.
- f. Quit and surrender the leased premises at the expiration of the term in as good a state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- g. Shall not be obligated for nor pay additional cost for the operation of the leased premises if required to be opened by BOCES on dates closed by the District. Said times shall be consistent with the adopted BOCES Regional Calendar annually provided to the district.

6. Quiet Enjoyment:

Upon the BOCES's performance of all of the covenants and conditions on its part to be performed, the BOCES shall peaceably and quietly hold and enjoy the leased premises for the term hereby granted, without hindrance or interruption by the District, subject to the covenants and conditions contained in this Agreement.

7. Termination:

- A. The District shall have the right to reduce the size of the rented premises without penalty or any other further obligation upon thirty (30) days written notice to the BOCES upon:
  - (i) Its determination that the premises leased herein are needed by it for other educational and or administrative purposes, and the lack of such space would require it to obtain space elsewhere to conduct its business, however, that should the District terminate this Lease or reduce the size of the rented premises pursuant to this provision it shall make a reasonable effort to provide comparable space at like terms to BOCES within the District;
  - (ii) Failure of the BOCES to abide by any of the covenants, terms and provisions of the Agreement;
  - (iii) The destruction of the leased premises and the determination of the District not to rebuild and/or repair the premises.

- B. The District will give BOCES written notice at least 30 days prior to the effective date of any such reduction of space for rented premises as provided in 7(A).

In the event of the default by BOCES of any provisions of this Lease to be performed by BOCES, the District shall give notice to BOCES of the default and demand it be cured within thirty (30) days of the date of such notice. In the event BOCES fails to cure the default within said thirty (30) day period, the District may terminate the lease.

- C. Notwithstanding anything in this paragraph 7 to the contrary, the District and BOCES shall each have the right to terminate this Lease or reduce the space of rented premises effective on July 1, of each year, provided the party so requiring such termination or reduction gave written notice to the other party on or before June 1 of the said year.

8. Entire Agreement:

This agreement contains all of the terms and conditions of the Lease between the parties, and there are no other terms and conditions with regard to same.

9. Severability:

If any of the provisions, terms or clauses contained in the Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction, then such provisions, terms or clauses shall be deemed severable, such that all other provisions, terms or clauses contained in this Agreement shall remain valid and binding upon both parties.

In Witness Whereof, the parties have executed this Agreement on the dates stated hereinbelow:  
FOR THE DISTRICT:

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

Nays: None.

Carried.

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

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

WHEREAS, The Niagara Falls Teachers' Credit is leasing space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union wishes to continue to lease for space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union placed both phone and internet service into their name and agrees to continue to pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, A renewal of the Lease has been negotiated, the terms and conditions of which are subject to the requirements of the Superintendent and the School District Attorney; therefore, be it

RESOLVED, That the Board of Education hereby approves the renewal of the Lease with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community Education Center, 6040 Lindbergh Avenue, commencing July 1, 2024 and continuing to June 30, 2025 and providing among other things for rental of Three Thousand Dollars (\$3,000) for twelve (12) months to be paid at the rate of Two Hundred Fifty Dollars (\$250) per month and for The Niagara Falls Teachers' Credit Union continuing to pay for its own phone and internet services monthly; and

RESOLVED, That the Lease is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and

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

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

LEASE

THIS IS A LEASE, dated as of the 1st day of July, 2024, between CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, a school district organized under the laws of New York State, having its

principal office at 630-66th Street, Niagara Falls, New York 14304 (the "Landlord"), and NIAGARA FALLS TEACHERS' CREDIT UNION, having its principal office at 6040 Lindbergh Avenue, Niagara Falls, New York 14304, (the "Tenant").

1. PREMISES. The Landlord leases to the Tenant, and the Tenant takes from the Landlord, space at 6040 Lindbergh Avenue, Niagara Falls, New York. The Tenant shall enjoy use of common areas as approved by the Landlord and in compliance with all rules and regulations regarding use of facilities.

2. TERM. The Premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025, and are terminable upon 30 days written notice by either party.

3. USE AND OCCUPANCY. The Tenant shall use the Premises only for the Tenant's normal activities. The Premises are available to the Tenant on the basis of the Landlord's calendar during normal work hours (7:00 a.m. to 8:00 p.m., Monday through Friday). The Premises are not available to the Tenant during the Landlord's holidays or emergency closings. The Tenant shall pay to the Landlord any out-of-pocket expenses for use outside of normal working hours.

4. RENT. The Tenant shall pay rent to the Landlord, at the address set forth in the first paragraph of this Lease, as follows. The annual rent shall be THREE THOUSAND DOLLARS (\$3,000.00), to be paid in twelve (12) equal monthly installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS. The Landlord shall be responsible for, and shall perform at the Landlord's expense, all necessary structural repairs to the Premises and the building and all regular exterior maintenance, excepting such repairs as are occasioned by the Tenant's willful or negligent acts. Such structural repairs and exterior maintenance to be performed by the Landlord shall include, without limitation, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, the roof, exterior doors, boiler(s), if any, the heating system, windows and skylights, if any. The Landlord shall also maintain the electrical, plumbing, sewage and air-conditioning systems, if any. The Landlord shall provide snow removal services, shall be responsible for opening and closing the building each day it is used by the Tenant and shall provide security for the building.

The Tenant shall take possession of the Premises in its present condition. The Tenant shall use reasonable care to keep the Premises in good order. The Landlord shall be responsible for all sweeping and routine maintenance of the Premises. The Landlord shall furnish and, as may become necessary, shall replace exterior and interior light bulbs.

During the term of this Lease, or any renewal or extension hereof, the Tenant shall have the right to make renovations to the Premises only in accordance with plans and specifications approved in advance of such renovations by the Landlord.

At the expiration of the Lease term or any extension thereof, the Tenant shall vacate the Premises, leaving the same in broom clean condition. The Tenant shall not be responsible for removing any of the improvements to the Premises constructed by the Tenant or on the Tenant's behalf.

6. UTILITIES. The Landlord shall provide and pay the cost of all utility services, except phone and internet services, attributable to the Premises, including, without limitation, gas, electrical, water service and sewer rents.

The Tenant shall have the phone and internet service maintained in Tenant's name and make all monthly payments for their services directly to the carriers selected.

7. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the Premises, the Tenant shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction over the use and occupancy of the Premises. The Tenant will indemnify the Landlord against, and save the Landlord harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by the Tenant, its agents and employees. The Landlord shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction with respect to all aspects of the Premises and the improvements thereon other than those relating to the Tenant's use and occupancy. Such responsibility of the Landlord shall include the structure of the improvements on the Premises, the composition of such structures and



the components thereof, the design and construction of such improvements, and the compliance as of the date of this Lease and during the term hereof of such improvements with all such valid governmental and insurance requirements. The Landlord will indemnify the Tenant against, and save the Tenant harmless from, any penalty or charge imposed and any damage incurred on account of any violation of this paragraph 7 by the Landlord, its agents and employees.

8. ACCESS TO PREMISES. The Landlord and its agents may enter and examine the Premises, in such a manner as not to interfere with the Tenant's use, at all reasonable times during business hours.

9. TOTAL OR PARTIAL DESTRUCTION. If the Premises are partially damaged by fire or other cause, the Landlord shall repair the damage, at its expense, and the rent shall be apportioned according to the portion of the Premises which is untenable until the repairs have been made. If the building on the Premises is totally destroyed, or is rendered untenable and unfit for occupancy by fire or other cause, and if the Landlord shall decide not to restore or rebuild, the Landlord may, within thirty (30) days after such casualty, give the Tenant written notice of such decision, which shall be given as provided in paragraph 21, and the term of this Lease shall expire by lapse of time on the third day after such notice is given, and the Tenant shall vacate the Premises and surrender them to the Landlord promptly. If the Tenant is not in default under this Lease at its termination as provided in this paragraph, the Tenant's liability for rent shall cease as of the day following the casualty. The Tenant expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

10. WAIVER OF SUBROGATION. Each party waives on behalf of its property insurer, all claims or rights of subrogation of any such insurer, against the other party for loss of or damage to the property to insured, other than loss or damage resulting from the willful act of the other party. Each party will maintain adequate insurance in its property, provided, however, that:

- (a) such waiver shall be ineffective as to any insurer whose policy of insurance does not permit it;
- (b) each party seeking the benefit of the foregoing waiver shall:
  - (i) request the other party to submit copies of its insurance; and
  - (ii) pay any additional charge imposed upon the other party for such waiver.
- (c) neither party shall be liable to the other under subparagraph (b), except for willful failure to comply with any request pursuant to subparagraph (b).

11. EMINENT DOMAIN. If all or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day possession is required for any public purposes, and the rent shall be paid up to that day, and from that day either the Landlord or the Tenant may, at its option, either:

- (a) cancel this Lease and declare it null and void as to the entire Premises; or
- (b) allow the Lease to continue under its terms, except that the rent shall be reduced in proportion to the amount of the Premises taken.

All damages awarded for any taking shall belong to the Landlord, whether they are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, except for any portion of the award made to the Tenant for loss of business and except for any portion the award attributable to any improvements to the Premises made at the Tenant's expense.

12. ASSIGNMENT AND SUBLETTING. The Tenant shall not have the right to sublet or assign the Premises or any part thereof for the whole or any part of the term of this Lease, without the Landlord's prior written consent.

13. INSURANCE. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for fire and other risk insurance on the Tenant's personal property on the Premises.

The Landlord shall not be liable to the Tenant for any loss or damage either to person or property. The Tenant shall hold the Landlord harmless from legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Tenant's use or occupancy of the Premises, occasioned wholly or in part by any negligent act or omission of the Tenant, its agents, contractors, employees or others claiming through the Tenant. The Tenant shall,

during the term of this Lease and any extension hereof, maintain in effect and pay the premium for insurance coverage in the following amounts:

Type of Policy	Limits of Liability	
Workers' Compensation	Statutory	
NYS Disability	Statutory	
General Liability	\$2,000,000	General Aggregate
\$2,000,000	Products/Completed	
\$1,000,000		Operations Aggregate
		Personal and
		Advertising Injury
\$1,000,000	Per Occurrence	
\$ 250,000	Fire Damage	
\$	5,000	Medical Payments

Additional Insured: The City School District of the City of Niagara Falls, New York, with respects to General Liability.

The Board of Education of the School District of the City of Niagara Falls will be held harmless from any and all damages due to Bodily Injury and Property Damage.

At least five (5) days prior to the commencement of the term of this Lease, the Tenant shall furnish the Landlord with a certificate of such insurance, which shall provide that it shall not be cancelable, except upon thirty (30) days prior written notice to the Landlord.

14. NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of the performance of any such covenants or conditions.

15. DEFAULT. If the Tenant defaults in the payment for the rent, or any part of it, and such default continues for a period of fifteen (15) days, or if the Tenant defaults in the performance of any of the other covenants and conditions of this Lease on the part of the Tenant to be performed, and such default continues for a period of thirty (30) days after notice pursuant to paragraph 21 of this Lease, or if the Tenant has not commenced to cure such default and does not continue diligently thereafter to effect a cure of such default after such notice, the Landlord may serve a written notice pursuant to paragraph 21 of this Lease upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of the serving of such written notice, and this Lease shall expire on the date so specified as if that date had been the original date fixed as the expiration date of the term herein granted, and the Landlord may, immediately or at any time thereafter, re-enter and resume possession of the Premises.

16. FIXTURES REMOVAL. Upon the termination of this Lease, the Tenant may remove any of its equipment or trade fixtures regardless of whether they are affixed to the Premises, provided that the Tenant shall repair any damage to the Premises as a result of such removal, and shall restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

17. QUIET ENJOYMENT. Upon the Tenant's payment of the rent and performance of all of the covenants and conditions on its part to be performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby granted without hindrance or interruption by the Landlord, subject to the covenants and conditions of this Lease.

18. LIABILITY. The Landlord and its agents and employees shall not be liable for, and the Tenant waives, any and all claims for damages to persons and property sustained by the Tenant or its agents, employees, invitees, or any person claiming through such parties, resulting from any accident or occurrence upon the Premises, except for the negligence of the Landlord or its agents and employees. This waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing,

sewer, water systems or installations or from the operation of such equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of trespassers.

19. BROKER. No broker brought about this Lease, and neither party owes any commission as a result of its execution.

20. NOTICE. All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Landlord or the Tenant, as the case may be, at the address set forth in the first paragraph of this Lease. Either party may change its address by notifying the other of such change.

21. MODIFICATIONS. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. The terms, covenants and conditions contained in this Lease shall bind, and inure to the benefit of, the Landlord and the Tenant and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD: CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

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

Nays: None.

Carried.

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

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

WHEREAS, It is the plan of a number of public school districts in Orleans and Niagara Counties, New York, to bid jointly on bread/bread products, ice cream, chlorine, pizza, athletic equipment, custodial supplies, fuels and any other commodity items which would benefit the Niagara Falls School District; and

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, wishes to participate in the cooperative bidding program through BOCES and/or any other municipality or Government Agency which would benefit the District and expand its purchasing power. This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors; and

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, appoint the Purchasing Agent to represent it in all matters related above; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, agrees that when participating in a cooperative bid prepared and offered through BOCES, to abide by majority decision of the participating districts in regard to quality standards relating to the items being bid; and be it further

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls agrees that unless all bids are rejected, it will, if in its best interest, award contracts according to the recommendations of the group subsequent to their review of the qualifications of the bidder; and be it further

RESOLVED, That any award of contract(s) will be conducted and all negotiations will take place directly between the successful bidder and the District for any procurement of goods or services from said bid(s); and be it further

RESOLVED, That the District may purchase from those bids awarded by other public entities which subject to the rules promulgated by the office of Governmental Services and in compliance with General

Municipal Purchasing laws and regulations, would be in the best interest of the City School District of the City of Niagara Falls.

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

Nays: None.

Carried.

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

**APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(b), 457(b) AND TAX-DEFERRED INVESTMENT PROGRAMS**

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in; and

WHEREAS, the District has selected the Limited Preferred Provider Program option for a 2024-25 cost of \$1,500.00 as well as the additional cost of \$36.00 for one (1) Non-P3 Service Provider accounts grandfathered and paid by the District.; therefore, be it

RESOLVED, That the Board approve the Agreement with Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs (a copy of which is attached); and further be it

RESOLVED, That the annual maintenance fee for 2024-2025 is \$1,536.00; and further be it

RESOLVED, That this Agreement will commence on July 1, 2024 and expire on June 30, 2025 unless cancelled by either party with 30 days written notice; therefore be it

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

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

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



## Services Agreement Reinstatement

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

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

### FEE SCHEDULE FOR 2024-2025 YEAR

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

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

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

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

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

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

US Omni & TSACG Compliance Services, Inc

Niagara Falls City School District

Brad Hope, Managing Partner  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

Date June 6, 2024

Date \_\_\_\_\_

NY-546

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

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

Nays: None.

Carried.

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

**APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2024-2025**

WHEREAS, The District has the need to sell notes and bonds as part of its business and cash flow operations; and

WHEREAS, The District has determined that it wants to continually evaluate and maximize the use of school building aid, NYS EXCEL funding, Greenway financing and other creative financing instruments to relieve the local residents of Niagara Falls from added costs to finance its capital projects and various cash flow needs; and

WHEREAS, Capital Markets Advisors, LLC, is a highly respected local bond consultant with expertise in financing for school capital projects; and

WHEREAS, the District previously approved a three-year Agreement with Capital Markets Advisors, LLC dated June 1, 2016, subject however to approval in July of each year by the District: and

WHEREAS, the District desires to continue the Agreement with Capital Markets Advisors for an additional year effective July 1, 2024 and to terminate June 30, 2025, and

WHEREAS the Agreement as proposed contains the fee structure for Capital Markets Advisors, LLC including fees for services connected with issuance of bonds for capital projects, which will be include as incidental expenses in the capital project budget and hourly rate of \$175.00 fee to be charged for other state aid filings and financial advisory services, as the District may need from time to time; now therefore, be it

RESOLVED that the Board of Education hereby approves the Agreement retaining Capital Markets Advisors, LLC as a Bond Consultant and Financial Advisor to the District for 2024-2025, a copy of which is attached; and be it further

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

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

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

**FINANCIAL ADVISORY SERVICES AGREEMENT**

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

**Section 1 Financial Advisory Services**

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

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

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

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

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

### Section 3 Compensation

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

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

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

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

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

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

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

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

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



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

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

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

#### Section 4 Term of Agreement

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

#### Section 5 Required Regulatory Disclosure

##### Municipal Advisor Regulators

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

##### Conflicts of Interest Disclosure

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

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

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

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

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

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

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

#### Future Supplemental Disclosures

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

#### Section 6 Binding Effect

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

## Section 7 Governing Law

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

## Section 8 Modification

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

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

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

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

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

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

WHEREAS, The Niagara Falls City School District has a significant number of high need, high cost students; and

WHEREAS, the process for aiding those high costs is through the New York State Education Departments System to Track and Account for Children (STAC) and

WHEREAS, The administration recommends the District renew the services of Ruffell Reimbursements, for the processing and submission of STAC paperwork and information to the New York State Department of Education State Aid Division for the school year 2024 – 2025; and

WHEREAS, District staff, recognizing the excellent work and cooperation Ruffell Reimbursements has demonstrated in the performance of its contracted duties; therefore, be it



RESOLVED, That the Board approves the Agreement with Ruffell Reimbursements' providing professional review, administrative, and submission services to the NYSED STAC Unit (a copy of which is attached); and further be it

RESOLVED, That the annual fee for school year 2024-2025 be \$14,040, which will be paid at a rate of \$1,170 per month for term commencing July 1, 2024 and ending June 30, 2025, a copy of which is attached; and further be it

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

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

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

		<b>Ruffell Reimbursements</b>	
626 Maris Run Webster, NY 14580		(585) 861-2300 RuffRBS@Rochester.RR.com	
Re: Agreement for Contractual Services			
This document describes the agreement between <u>Niagara Falls City School District</u> and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.			
Date of Contract	<u>July 1, 2024- June 30, 2025</u>		
Compensation	\$ <u>14,040.00</u> Annually or \$ <u>1170.00</u> /Monthly		
Service Agreement	This Agreement remains current unless there is a change in services or compensation. At that time an amendment can be made to the Agreement. If either party is not satisfied with services or compensation, a written notice of 60 days <u>must be</u> provided to terminate this Agreement. If Agreement is terminated, all invoices <u>must be</u> paid up until the 60 <sup>th</sup> day of termination.		
Payment for Services	Payments shall be based on monthly invoices and billed at \$ <u>1170.00</u> /month. Payment will be due to Ruffell Reimbursements the fifteenth day of each month for the prior month of service. Statements must detail services rendered for that specific month period of service.		
District Contract	The Contractor will routinely report to <u>Rebecca Holody, Administrator for School Business Services</u> . Reimbursement reports of activities will be prepared for the School District upon request.		
Services to be performed	STAC: <ul style="list-style-type: none"><li>• Contractor will submit for STAC reimbursement for School-Age students throughout the school year. See Statement of Services for more detailed information.</li></ul>		
Services as an Independent Contractor does not entitle us to contractual benefits as provided to the employees of the District, including unemployment insurance, workers compensation insurance, disability insurance, social security contributions, hospitalization, health related insurance or liability insurance. We are responsible for securing these services for ourselves. In addition, we are reminded that contractual payments for personal services do not withhold monies for State or Federal Taxes as would be the case of a District employee.			
Also, as an Independent contractor, we do not have the right to be indemnified by the District for claims brought against the District, which relates to our negligence in providing such services.			
I hereby acknowledge and agree to the conditions of this agreement for the services as specified here			
 Joy Ruffell – Owner		<u>5/15/24</u> Date	_____ Appropriate Business Official Date

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

Nays: None.

Carried.

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

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

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

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

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

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

RESOLVED, That the Board hereby approves the Contract with Buffalo Special Investigations, LLC to provide daily security services for bank deposit pick-ups from all District schools, a copy of which is attached; and

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

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

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

**CONTRACT FOR PROFESSIONAL  
SERVICE  
BY INDEPENDENT CONTRACTOR**

**Buffalo Special Investigations Agreement**

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

1. BSI, will provide daily security services for bank deposit pick-ups from all District schools located within the City of Niagara Falls.
2. BSI, services will be provided by one unarmed uniformed security officer. The security officer will provide his/her own transportation for the bank deposit pick-ups at no cost to the School District.
3. BSI, shall to the fullest extent permitted by law, agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys' fees) for bodily injury and/or property damage arising out of services performed pursuant to this Agreement.
4. BSI, shall maintain general liability insurance in amount(s) acceptable to the School District, with a minimum of \$2,000,000. All policies shall name the School District as additional party insured on a primary and non-contributory basis. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

Rates:

1. BSI, will be compensated for services not to exceed Twenty-five (25) hours per week in accordance with the following rate schedule:

a. Straight Time \$ 28.00 per hour

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

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

Termination:

1. This Contract shall commence July 1, 2024 and terminate June 30, 2025 provided however this Contract may sooner terminate upon either party giving the other 30 day written notice of its intention to so terminate the Agreement. Changes may likewise be initiated by either party, in writing, 30 days prior to effective date of the change.

For City School District of the City  
of Niagara Falls:

For Buffalo Special Investigations:

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

Nays: None.

Carried.

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

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

WHEREAS, The District desires to retain Battaglia & Associates Resource Development Consultants, Inc. as an independent consultant to render professional grant application preparation services; and

WHEREAS, The current term of this Contract for such purpose is July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Attachment A); therefore, be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the City School District of the City of Niagara Falls and Battaglia & Associates Resource Development Consultants, Inc., attached hereto, be approved; and be it further

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

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

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

**CONTRACT FOR GRANT APPLICATION PREPARATION BY  
BY INDEPENDENT CONSULTANT**

THIS CONTRACT, made this 1st day of July, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Battaglia & Associates Resource Development Consultants, Inc., 11 Lorna Court, Tonawanda, NY 14150, the second party.

WITNESSETH:

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

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

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

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

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

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for her services as per "Attachment A". The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

In addition to payment upon invoice for duties performed per "Attachment A", in the event the Superintendent of Schools requests that the Consultant(s) attend seminars and/or conferences pertinent to potential grant opportunities which may benefit the District, its students, staff and programs, the second party shall also submit invoices and receipts for travel and attendance at such seminars and/or conferences. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. License: The second party shall have a valid NYS Fundraising Council License as required by the New York State Office of the Attorney General.

6. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first

party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

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

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

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

10. Entire Contract: This Contract contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

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

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

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

**APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—  
7/01/24 – 6/30/25**

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

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

WHEREAS, The term of the Agreement will commence on July 1, 2024 through June 30, 2025, and

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

RESOLVED, That the Board of Education approves the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 1, 2024 and terminating June 30, 2025; and  
RESOLVED, That the Agreement is subject to such modifications as the



Superintendent and School District Attorney deem appropriate; and be it further

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

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

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

This Physical Rehabilitation Agreement, made this 10th day of May, 2024 by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and NIAGARA FALLS HIGH SCHOOL (the Agency) (individually the Party, collectively the Parties).

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

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

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

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

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

1. OBLIGATIONS OF HOSPITAL

- a) Provide the services of two (2) certified athletic trainers with athletic trainer A working approximately 35 hours per week and athletic trainer B approximately 25 hours per week each total to the agency, as indicated in Attachment(s) A and B. An average of 32 hours per week will be rendered to Niagara Falls High School during the fall, winter, and spring sport seasons.
- b) Athletic trainer coverage will be concentrated on those days of highest athletic participation and/or days of contact and collision-type sports activity.
- c) The athletic trainer(s) will be BOC certified.
- d) Maintain an adequate quality control program in compliance with the requirements of the New York State Department of Health and in accordance with all applicable rules and regulations promulgated by local, state and federal regulatory agencies and other appropriate public or private licensing or accrediting organizations. Upon request of Agency, Hospital will provide verification of such New York State licensure.
- e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.
- f) Represents that its employees are, and will be, adequately trained, as is appropriate to the nature of the services they are performing, in accordance with 29 CFR 1910.1030 et seq, the OSHA Bloodborne Pathogens regulations (the "Regulations").

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

## 2. OBLIGATION OF AGENCY

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

## 3. MUTUAL OBLIGATIONS AND AGREEMENTS

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

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

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

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

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

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

#### 4. COMPENSATION

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

#### 5. INSURANCE

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

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

#### 6. INDEPENDENT CONTRACTOR

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

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

#### 7. ACCESS TO RECORDS

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

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

#### 8. TERM

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

#### 9. TERMINATION

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

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

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

#### 10. USE OF NAME

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

#### 11. REFERRALS

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

#### 12. COMPLIANCE WITH LAW

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

#### 13. GOVERNING LAW

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

#### 14. BUSINESS ASSOCIATES

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

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

#### 15. ASSIGNMENT

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

#### 16. AMENDMENT

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

#### 17. PRIOR AGREEMENTS

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

#### 18. WAIVER

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

#### 19. NOTICES

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

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

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

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

#### 20. CAPTIONS

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

#### 21. ENTIRE AGREEMENT

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

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

Nays: None.

Carried.

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

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

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

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

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

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

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

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

RESOLVED, that the President of the Board be authorized and directed to execute such Municipal Cooperation Agreement; and

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Nays: None.

Carried.

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

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

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

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

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

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert M. Restaino, Mayor

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

Niagara Falls City Clerk

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

Nays: None.

Carried.

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

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

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

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

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

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

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

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

and further

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and further

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

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

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

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

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

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

Nays: None.

Carried.

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

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

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

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

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

RESOLVED, That the Contract for professional transportation consultant services software between the City School District of the City of Niagara Falls and School Bus Logistics, LLC., attached hereto, be approved; and be it further

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

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

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

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

Nays: None.

Carried.

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

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

WHEREAS, A Completed finalized budget infers that all accounts should be properly balanced, suggesting a need for budget transfers and amendments when necessary; and

WHEREAS, Budget transfers and amendments may be needed at times throughout the fiscal year and in the month of July and August 2024 which may exceed \$5,000; therefore, be it

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August 2024 as it pertains to the 2023-2024 budget, regardless that they may exceed \$5,000; and further

RESOLVED, That the Superintendent review and approve all such transfers and amendments with the understanding that the Board will receive a transfer and amendment register in August 2024 which will show all transactions made and approved by the Superintendent of Schools.

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

Nays: None.

Carried.

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

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

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

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

RESOLVED, That the District hereby appoints National Employers Council, Inc. and approves the Contract, attached hereto, with National Employers Council, Inc. (NEC) to act as a third-party administrator for the District's Unemployment Insurance Cost Control Program for the term July 1, 2024, through June 30, 2025; and be it further

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

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

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

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

#### CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS

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

#### A. CLAIMS AND UNEMPLOYMENT TAX RATING ADMINISTRATION

1. Present reasons to appropriate agencies for claimant's termination on unemployment insurance claims sent by client to NEC office.
2. Process the unemployment claims to the appropriate state agency.
3. Confer with appropriate state agency on behalf of Employer in order to provide complete administrative service for all claims.
4. Audit all claims during benefit period in order to control accuracy of unemployment insurance charges.
5. Survey claim wage reports and record pertinent data as required for possible audit of appropriate state agency charges.
6. Audit unemployment benefit charge records of Employer.
7. Protest and appeal through state unemployment administrative system, all unlawful, wrongful and unreasonable benefit charges, as they occur.
8. Examine extended benefit claims and seek appropriate action, as necessary, through the appropriate state agencies to determine eligibility of claimant for further benefits.
9. Review abnormal or questionable claims with Employer to determine employer's position regarding the further processing of claim.
10. Provide for representation for the Employer at Unemployment Insurance hearings.



11. Audit quarterly unemployment contribution returns. Protest any errors and request refunds when applicable, with a recovery rate of 25% to NEC.
12. Prepare audit of all charges, credits and adjustments to Employer's unemployment tax account.
13. Substantiate accuracy of Employer's unemployment tax rate and protest any errors. Rate reductions for current and past rates, subject to a recovery rate of 25% to NEC.
14. If possible, recommend that the Employer make voluntary contributions to effectuate a lower tax rate.

#### B. MANAGEMENT ASSISTANCE PROGRAM

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

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

This Agreement will remain in effect for a ONE year period from July 1, 2024 through June 30, 2025 and shall be considered renewed from year to year thereafter, subject to approval of the Employer, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this Agreement.

The Employer agrees to pay NEC the annual sum of \$4,048 payable in quarterly installments of \$1,012. After the first year, NEC reserves the right to modify this quarterly charge by submitting sixty days written notification of the proposed new fee. There is a one-time set-up fee of N/A.

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

Nays: None.

Carried.

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

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

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

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

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

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

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

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

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Accountant	7 hrs.	7 hrs.
Administrator for Human Resources	7 hrs.	7 hrs.
Administrator for IS	7 hrs.	7 hrs.
Associate Child Care-6 hrs.	6 hrs.	6 hrs.
Associate Child Care- 6.5 hours.	6.5 hrs.	6.5 hrs.
Associate Child Care-7 hrs.	7 hrs.	7 hrs.
Associate Classroom-5.5 hrs.	5.5 hrs.	6 hrs.
Associate Classroom- 6 hrs.	6 hrs.	6 hrs.
Associate Classroom-6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	8 hrs.	8 hrs.
Associate Library -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Library- 6 hrs.	6 hrs.	6 hrs.
Associate Physical Ed -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-6 hrs.	6 hrs.	6 hrs.
Associate Physical Ed-6.5 hrs.	6.5 hrs.	6.5 hrs.

Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Attendance Specialist	7 hrs.	7 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
Auto Mechanic	8 hrs.	8 hrs.
AV Tech	8 hrs.	8 hrs.
Budget Manager	7 hrs.	7 hrs.
Building Attendant - Central Office	7hrs.	7 hrs.
Building Attendant - NFHS	7 hrs.	7 hrs.
Cleaner 7 hr.	7hrs	7 hrs.
Cleaner 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.
Cook and Asst. Cook	8 hrs.	8 hrs.
Cook 12 Month	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service Helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 4.5 hours	4.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Head Start Admin Secretary	7.5 hrs.	7.5 hrs.
Head Start Center Director	7.5 hrs.	7.5 hrs.
Head Start Cook	7.5 hrs.	7.5 hrs.
Head Start Custodian	7.5 hrs.	7.5 hrs.
Head Start Family Advocate	7.5 hrs.	7.5 hrs.
Head Start Family Svcs/ERSEA Coordinator	7.5 hrs.	7.5 hrs.
Head Start Head Cook/CACFP Coordinator	7.5 hrs.	7.5 hrs.
Head Start Program Assistant	7.5 hrs.	7.5 hrs.
Head Start Program Manager	7.5 hrs.	7.5 hrs.
Head Start Part Time Custodian	4 hrs.	6 hrs.
Head Start Teacher Assistant	7.5 hrs.	7.5 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Junior Accountant	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.

Licensed Clinical Social Worker	7 hrs.	7 hrs.	
Licensed Practical Nurse	7.5 hrs.	7.5 hrs.	
Network Tech	7 hrs.	7 hrs.	
Network Engineer	7 hrs.	7 hrs.	
Nurse Part-Time	7.5 hrs.	7.5 hrs.	
Nurse Practitioner	7 hrs.	7 hrs.	
Nurse R.N.	7.5 hrs.	7.5 hrs.	
Nurse 12 Month	7.5 hrs.	7.5 hrs.	
Part time Cleaner	4.8 hrs.	6 hrs.	
Porter	8 hrs.	8 hrs.	
Principal Account Clerk	7 hrs.	7 hrs.	
Promise Case Manager	7 hrs.	7 hrs.	
Purchasing Agent	7 hrs.	7 hrs.	
Purchasing Clerk	7 hrs.	7 hrs.	
Records Clerk	7 hrs.	7 hrs.	
Safety Officer	8 hrs.	8 hrs.	
Schedule/Attendance Specialist	7 hrs.	7 hrs.	
School Monitor – Lunch-2.5-3.5 hrs.	2.5-3.5 hrs.		6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.	
Seasonal Laborer	8 hrs.	8 hrs.	
Secretary I	7 hrs.	7 hrs.	
Secretary II	7 hrs.	7 hrs.	
Secretary III	7 hrs.	7 hrs.	
Senior Account Clerk	7 hrs.	7 hrs.	
Senior Auto Mechanic	8 hrs.	8 hrs.	
Senior AV Tech	8 hrs.	8 hrs.	
Senior General Repairer	8 hrs.	8 hrs.	
Senior Groundskeeper	8 hrs.	8 hrs.	
Senior General Laborer Specialist	8 hrs.	8 hrs.	
Senior Network Engineer	7 hrs.	7 hrs.	
Senior Network Tech	7 hrs.	7 hrs.	
Senior School Monitor	7 hrs.	7 hrs.	7 hrs.
Senior School Monitor	6 hrs.	6 hrs.	6 hrs.
Storekeeper	8 hrs.	8 hrs.	
Substitute Adult Ed	6 hrs.	6 hrs.	
Substitute Associate	5.5 hrs.	6 hrs.	
Substitute Cafeteria	3 hrs.	6 hrs.	
Substitute Cleaner	4.8 hrs.	6 hrs.	
Substitute Clerk	7 hrs.	7 hrs.	
Substitute Nurse	7.5 hrs.	7.5 hrs.	
Substitute Safety Officer	8 hrs.	8 hrs.	
Systems Engineer	7 hrs.	7 hrs.	

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

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

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

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

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

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

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

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

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

RESOLVED, That the Agreement by and between the City School District of the City of Niagara Falls and Probe Services be and the same is hereby approved; and further

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

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

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

June 14, 2024

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

RE: Residency Investigations

Board of Education:

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

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

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

Respectfully submitted,

Michael Reitano  
President

Enc.

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

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

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

Nays: None.

Carried.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. CODE OF ETHICS

The City School District of the City of Niagara Falls aspires to the highest ethical standards of conduct and commits its best efforts to comply with all applicable laws and regulations that govern its operations. The Board of Education recognizes that there are rules of ethical

conduct for public officers and employees which must be observed if the higher degree of moral conduct is to be obtained and if public confidence is to be maintained in this unit of local government. In this regard, the School District has developed this Code of Ethics as well as compliance policies to guide all employees in the administration of the Medicaid Compliance Program.

### Purpose

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

### Standards of Ethics

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

### Professional Ethics

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

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

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

### Claims Submission and Payment

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

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

Claims for payment to a government program or private payer shall be submitted only for services which were actually performed and only where there is adequate and proper



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

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

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

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

#### Reporting Compliance Matters

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

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

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

#### Audits/Reviews/Investigations

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

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

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

#### Records

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

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

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

#### Distribution of the Code of Ethics

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

#### Penalties

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

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

## II. APPOINTMENT OF A COMPLIANCE OFFICER

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

The Compliance Officer has the responsibility to:

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

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

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

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

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

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

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

### III. TRAINING AND EDUCATION ON COMPLIANCE ISSUES

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

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

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

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

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

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

#### IV. PROCEDURES FOR REPORTING COMPLIANCE CONCERNS

##### Duty

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

##### Methods of reporting

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

Directly contacting the Compliance Officer.

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

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

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

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

##### Anonymous reporting

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

#### Confidentiality of reports

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

#### No retaliation/false reports

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

#### Discipline of a reporting employee

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

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

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

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

### VI. IDENTIFICATION OF COMPLIANCE RISK AREAS

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

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

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

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

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

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

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

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

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

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

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

Nays: None.

Carried.

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

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

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

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

RESOLVED, That individuals appearing on the provided list be appointed Impartial Hearing Officers for Disabled Children for the period of July 1, 2024 through June 30, 2025; and be it further

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2024-2025 school year, are also to be considered approved upon receipt by the District Clerk.

**PROCEDURES FOR AN IMPARTIAL HEARING**

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

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

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

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

4.The hearing will be closed to the public, unless you request an open hearing. You have the right to decide if your child should attend the hearing.

5.You, your representative, and the representative of the school district can present evidence and question all the witnesses at the hearing. You and the school district have the right to prohibit the introduction of new evidence when its substance was not shared with the other party at least five days before the hearing.

6.The hearing officer may appoint a guardian ad litem to protect the interest of the child and the hearing officer must also ensure that the parents' rights are preserved.

7.A written or electronic, word-for-word record of the hearing must be kept and made available to you and the school district.

8.After both you and the school district have presented your cases and the hearing has ended, the hearing officer must write a decision. A copy of the decision must be mailed to you and the Board of Education within 45 calendar days of the date that the Board of Education received your initial request for a hearing.

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

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

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

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

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

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

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

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

WHEREAS, Public Law 94-142, Section 121a, 514, and New York State Commissioner's Regulations, Section 200.5 requires that each Board of Education maintain a list of parents willing



to serve as Surrogate Parent(s) when a natural parent or guardian is unknown or unavailable to appear on behalf of a child; and

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

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

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

Lisa Cantanese  
1134 Pasadena Avenue  
Niagara Falls, NY 14304

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

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

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

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

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

RESOLVED, That the following people be appointed to the Committee on Preschool Special Education for the period of July 1, 2024 through June 30, 2025.

**CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION**

Meteer, Cheryl

Contento, Catherine

Chairperson/Speech Teacher

To be determined for each case

Chairperson/Sp Ed/Gen Ed

Member of Evaluation Team

Janice Jenoshek

Stephanie Dust A certified or licensed professional designated by the agency charged with the responsibility of the child in the birth to two system

Tilton, Gail A certified or licensed professional appointed by the county at its discretion

**ALTERNATE MEMBERS**

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

Francis Coney    District Representative/General Education Teacher  
Lisa Cantanese    Parent

#### ADDENDUM TO CONTRACT

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

#### WITNESSETH:

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

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

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

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

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

BY:

TITLE:    Public Health Director

TITLE:

Approved as to form:

Gary Lisowski, Assistant County Attorney

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

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

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

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

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

WHEREAS, The regulations require the inclusion of Five (5) members to be appointed to each Committee on Special Education as follows: a teacher of special education or an administrator; a general education teacher knowledgeable of District curriculum; a school psychologist; a school physician when requested; and a certified teacher designated by the school administrator as the teacher of the child being reviewed by the Committee on Special Education; therefore be it

RESOLVED, That the following people be appointed to the Committees on Special Education for the period of July 1, 2024 through June 30, 2025.

#### CENTRAL COMMITTEE ON SPECIAL EDUCATION

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

Chief School Medical Officer Physician

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

A General Education Teacher knowledgeable of District curriculum

#### SUB-COMMITTEE:

##### CSE REPRESENTATIVES:

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

##### PSYCHOLOGISTS/CSE REPRESENTATIVES:

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

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

#### PSYCHOLOGIST INTERNS/CSE REPRESENTATIVES

- 

#### PSA's

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

#### PARENT MEMBERS:

- Lisa Cantanese

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

A General Education Teacher knowledgeable in District curriculum

#### ALTERNATE CSE REPRESENTATIVES:

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

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

Nays: None.

Carried.

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

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

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified LPNs for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Amergis Educational Staffing, who will provide qualified LPNs to the District; and

WHEREAS, the agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate for LPN of \$50.00 per hour; and

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

RESOLVED, That the Board hereby approves the Agreement attached here to with AMERGIS Educational Staffing to provide qualified LPNs for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate for LPN of \$50.00 per hour for a period commencing July 1, 2024 and ending June 30, 2025; and

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

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

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

**FACILITY STAFFING AGREEMENT**

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 2nd day of July, 2024, by and between the City School District of the City of Niagara Falls located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and Amergis Educational Staffing, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Seneca Street Suite 620, Buffalo, NY 14204 referred to in this Agreement as "Amergis."

**RECITALS**

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

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

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

**ARTICLE 1. TERM OF AGREEMENT**

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

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination

date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

## ARTICLE 2. RESPONSIBILITIES OF AMERGIS

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

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

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

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

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

Section 2.5 Employment and Taxes. AMERGIS will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. AMERGIS, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's

compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by AMERGIS.

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

### ARTICLE 3. RESPONSIBILITIES OF FACILITY

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4. MUTUAL RESPONSIBILITIES

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

#### ARTICLE 5. COMPENSATION

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

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



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

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

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

## ARTICLE 6. GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

### Section 7.1 Confidentiality.

A. AMERGIS/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or

confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

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

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

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

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

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

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

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

AMERGIS EDUCATIONAL STAFFING

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

Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District is obligated to provide appropriate transportation services to students with special needs; and

WHEREAS, The District has provided transportation supports for special needs students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aries Transportation Services, Inc. who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rates of per day as provided in the Contract; and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aries Transportation Services, Inc. to provide transport by qualified professionals for special needs students upon request, on an as needed basis. An email will be provided to Cheryl Meteer for approval of each student's route cost, for a period commencing July 1, 2024 and ending June 30, 2025; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR PROFESSIONAL

SERVICE FOR  
TRANSPORTATION SERVICE AGREEMENT

BY THIS the 2nd day of July 2024, to the Agreement for Transportation Services made between Aries Transportation Services, Inc. 85 River Rock Dr. Buffalo, NY 14207 and, City School District Of The City Of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 dated July 2, 2024.

It is agreed to by both parties that the Agreement dated July 2, 2024, will include the following:

Description

o Aries Transportation Services agrees to provide door to door transportation services to Niagara Falls students to an in-district or out of district program.

o Aries Transportation will provide via email a description of the cost to transport each student.

o The District will approve the cost for each student's route.

o The total cost for Aries Transportation Services is not to exceed \$300,000.

City School District Of The City  
City Of Niagara Falls

Aries Transportation Inc.:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND COMPASSIONATE CARE OF NIAGARA, INC., FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District is obligated to provide appropriate transportation services to students with special needs; and

WHEREAS, The District has provided transportation supports for special needs students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Compassionate Care of Niagara, Inc. who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rates of per day as provided in the Contract; and

WHEREAS, The Agreement shall be effective for a term commencing September 3, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Compassionate Care of Niagara, Inc. to provide transport by qualified professionals for special needs students upon request, on an as needed basis. An email will be provided to Cheryl Meteer for approval of each student's route cost, for a period commencing September 3, 2024 and ending June 30, 2025; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH ASPIRE OF WESTERN NEW YORK, INC. FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Aspire Of Western New York, Inc. a copy of which is attached for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

THIS AGREEMENT, made this 2nd day of July 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and ASPIRE OF WESTERN NEW YORK, INC., 4635 Union Road, Cheektowaga, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District, the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Aspire of Western New York, Inc. of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(SEAL)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Attest:                      By:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BAKER HALL dba OLV HUMAN SERVICES FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Baker Hall, dba OLV Human Services a copy of which is attached for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

**AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 2nd day of July, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and BAKER HALL, dba OLV HUMAN SERVICES, 790 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide



adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of each child so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement, and determined to be the result of negligence on the part of the school, or it's agents, servants or employees.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Hall, dba OLV Human Services of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(SEAL)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Attest: By:  
President

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT SCHOOL 84 FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with the Buffalo City School District – School 84 for the period commencing September 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF  
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 2nd day of July, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304, party of the first part, herein called the School District, and THE BUFFALO CITY SCHOOL DISTRICT, 708 City Hall, Buffalo, NY, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about September 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
  - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
  - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This Agreement shall expire on June 30, 2025.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law. IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Stanley G. Falk School for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

#### **AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this \_\_\_ day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the STANLEY G. FALK SCHOOL, 848 Delaware Avenue, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
  - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
  - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein

provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Stanley Falk of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Pareto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2024 - 2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Gateway-Longview for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

#### AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this      day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and GATEWAY-LONGVIEW, 6350 Main Street, Williamsville, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the

School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Gateway-Longview of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(SEAL)

CITY SCHOOL DISTRICT OF  
THE CITY OF NIAGARA FALLS

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR  
2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Randolph Academy UFSD - Hamburg Campus for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

AGREEMENT FOR INSTRUCTION OF  
CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this \_\_\_ day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the RANDOLPH ACADEMY UFSD - HAMBURG CAMPUS, 3780 Howard Road, Hamburg, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom

twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Hopevale-Randolf Academy UFSD of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 TURNPIKE STREET, CANTON, MA 02021 FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs, out of district programs nor specific state programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific Out of State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with the Judge Rotenberg Educational Center, Inc. for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

#### AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 2nd day of July , 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304, party of the first part, herein called the School District, and JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 Turnpike Street, Canton, MA 02021 party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about, July 1, 2024 and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
  - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
  - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall expire on June 30, 2025.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of Massachusetts and such other officials or agencies of the State of Massachusetts as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Center for Handicapped Children for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

#### AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 2<sup>nd</sup> day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66<sup>th</sup> Street, Niagara Falls, New York, party of the first part, herein called the School District, and CENTER FOR HANDICAPPED CHILDREN, 80 Lawrence Bell Drive, Suite 115, Williamsville, New York, party of the second part, herein called the School.

#### WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Center for Handicapped Children of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of

Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Pareto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH BEYOND LEARNING CENTER FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Beyond Learning Center for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF  
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 2nd day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and Beyond Learning Center, 2495 Main Street, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of



Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished

by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Beyond Learning Center of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, BHSC Support Services, Inc., provides the necessary on-site Speech therapy; therefore, be it

RESOLVED, That the Board of Education hereby approves the attached Agreement with BHSC Support Services, Inc., for the period commencing July 1, 2024 and ending June 30, 2025; and further be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

## Agreement to Provide Therapy Services

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This agreement between BHSC Support Services, Inc. hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of Speech-Language therapy services.

### I. Responsibilities of the Provider

1. Provider will provide Speech therapy services to students with speech-language-hearing impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
4. Assigned staff will participate in required meetings and conferences as requested by the School.
5. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
6. Provider will submit a completed time sheet to the School on a weekly basis.
7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

### II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

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Case assigned in Sept- December

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Case assigned in January- June

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Full time/Part time emergency coverage/temporary leave coverage   Rate

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\$80.35

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\$80.35

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\$83.50

\_\_\_\_\_ \$85.00

2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.
6. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

### III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.  
Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

### **APPROVAL OF AGREEMENT WITH BUFFALO HEARING & SPEECH CENTER FOR ON -SITE- MUSIC THERAPY 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the attached Agreement with Buffalo Hearing & Speech Center for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

#### Agreement to Provide Therapy Services

This agreement between Buffalo Hearing & Speech Center, hereinafter called the "Center", and Niagara Falls City School District, hereinafter called the "School" is for the provision of Music Therapy services.

#### I. Responsibilities of the Center

1. The Center will provide evaluation and therapy to students with educational disabilities as assigned by the School.

2. The Center will complete any required documentation for students seen for intervention in accordance with School procedures.

3. Music Therapy services will be provided by a New York State Board Certified Music Therapist.

4. Assigned staff will participate in required meetings and conferences as requested by the School.

5. Center will assure clinical competence and credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.

6. Center will submit a completed time sheet to the School on a weekly basis.

7. To ensure the health and safety of Center employees and School students and personnel, any employee of the Center who is showing symptoms of illness will be instructed to not visit the school. Center employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Center employees will follow all School Guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

#### II. Responsibilities of the School

1. The School agrees to pay the BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute Interval.

Rates for individual cases are based on time of year service is initiated

Rate

Case assigned in July - August \$80.35

Case assigned in Sept - December \$80.35

Case assigned in January - June \$83.50

Full time / Part time school coverage \$85.00

2. Travel time in/out for missed sessions will be charged if Center staff arrives at the session and the student is absent.

3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Center.

5. In the event the School violates 11.4. above, the parties agree that the Center will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Center in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Center for court costs and attorney's fees incurred by the Center in enforcing this provision.

6. To ensure the health and safety of Center employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Center with a copy of their reopening plan if necessary or upon request.

### III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Center, and as such, the Center will undertake all employer obligations under federal and state laws.

2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.

3. This contract will be in effect starting July 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES. FOR ON-SITE OCCUPATIONAL AND/OR PHYSICAL THERAPY FOR 2024-2025**

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Community Based Therapies provides the necessary on-site Occupational and/or Physical Therapy; therefore, be it

RESOLVED, That the Board hereby approves the Agreement with Community Based Therapies for on-site Occupational and/or Physical Therapy, a copy of which is attached, as it pertains to delivery of special education related services, effective July 1, 2024 and ending June 30, 2025 at fees described in the attached Agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Agreement to Provide Therapy Services

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This agreement between Community Based Therapies, hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of occupational therapy and/or physical therapy services.

I. Responsibilities of the Provider

1. Provider will provide Occupational and/or Physical Therapy services to children with motor-sensory impairments as assigned by the School.

2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.

3. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.

4. Assigned staff will participate in required meetings and conferences as requested by the school.

5. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.

6. Provider will submit a completed time sheet to the School on a weekly basis.

7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

## II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minutes interval.

### Occupational Therapy:

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

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Case assigned in Sept- December

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Case assigned in January- June

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Full time/Part time emergency coverage/temporary leave coverage   Rate

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\$80.35

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\$80.35

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\$83.50

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\$85.00

### Physical Therapy:

Rates for individual cases are based on time of year case is first assigned

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Case assigned in July- August

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Case assigned in Sept- December

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Case assigned in January- June

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Full time/Part time emergency coverage/temporary leave coverage   Rate



	\$83.15
	\$83.15
	\$86.00
	\$88.00

2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.

3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

4. The School agrees not to hire any employees, who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.

5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

6. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

## II. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.

2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.

4. The contract will be in effect starting July 1, 2024 until June 30, 2025 and will be reviewed by both parties on an annual basis.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE ARC ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2024/2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF  
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 2nd day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE ERIE COUNTY CHAPTER, of NYSARC, Inc., 777 Maryvale Dr., Cheektowaga, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) day written to Erie County Chapter of NYSARC of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with New Directions Family & Youth Services for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this \_\_\_\_ day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the NEW DIRECTIONS FAMILY & YOUTH SERVICES, 6395 Old Niagara Road, Lockport, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
  - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
  - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2024 and terminate on June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to New Directions of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

## **APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend placements based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with The Summit Center, Inc. for the period commencing July 1, 2024 and ending June 30, 2025; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

### **AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this \_\_\_\_ day of July, 2024, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE SUMMIT CENTER, INC. 150 Stahl Road, Getzville, New York, party of the second part, herein called the School.

### **WITNESSETH:**

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about

June 30, 2025, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2024-2025 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2024, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School and the School District shall hold harmless and indemnify each other from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.



5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon Thirty (30) Day written to The Summit Center, Inc. of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2024-2025 SCHOOL YEAR**

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, The Niagara Falls Memorial Medical Center, provides the necessary on-site occupational therapy; therefore be it

RESOLVED, That the Board approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2024-2025 School Year; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES**

THIS AGREEMENT, made this 11 6th day of July 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304, party of the first part, herein called the School District, and the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621-10th Street, Niagara Falls, New York 14301, party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on July 1, 2024, and ending on June 30, 2025, Memorial Medical Center will provide adequate and sufficient occupational therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
  - a. Written order/script
  - b. Evaluation of students
  - c. Appropriate program planning
  - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
  - e. Direct student care and implementation of home program
  - f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
  - g. Communication with professional staff, student, family members and members of the school district
  - h. Certification "Of Under the Direction and Accessibility" of Supervision of occupational therapy support staff
  - i. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
  - j. Refer students to the Committee on Special Education who may need evaluation or service
3. Memorial Medical Center will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Occupational Therapy Associates and the rules and regulations of the

respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.

4. The School District agrees:

a. To provide suitable treatment and classroom facilities for occupational therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal occupational therapy care.

b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend an occupational therapy session.

c. To pay the sum of \$164.69 for each occupational therapy evaluation.

d. To pay the sum of \$66.71 per classroom consultation per classroom contact. (For students on consultation only.)

e. To pay the fixed sum of \$ 301.01 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.

6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Pareto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

#### **APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2024-2025 SCHOOL YEAR**

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2024-2025 School Year

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, the Niagara Falls Memorial Medical Center provides the necessary on-site physical therapy; therefore be it

RESOLVED, That the Board approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2024-2025 School Year; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

#### AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this 2nd day of July 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304 party of the first part, herein called the School District, and the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621 -10th Street, Niagara Falls, New York 14301 party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2024-2025 school year, commencing on or about July 1, 2024, and ending on or about June 30, 2025, Memorial Medical Center will provide adequate and sufficient physical therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the service for any child at any time when he/she considers such action to be in the best interests of

each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children as:

- a. Written order/script
- b. Evaluation of students
- c. Appropriate program planning
- d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
- e. Direct student care and implementation of home program
- f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- g. Communication with professional staff, student, family members and members of the school district
- h. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
- i. Refer students to the Committee on Special Education who may need evaluation or service

3. Memorial Medical Center will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Physical Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.

4. The School District agrees:

- a. To provide suitable treatment and classroom facilities for physical therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal physical therapy care.
- b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend a physical therapy session.
- c. To pay the sum of \$164.69 for each physical therapy evaluation.
- d. To pay the sum of \$96.54 for each thirty (30) minute unit of individual therapy.
- e. To pay the sum of \$114.99 for each thirty (30) minute unit of group therapy
- f. To pay the sum of \$66.71 for each classroom consultation or visitation.

5. This Agreement shall commence July 1, 2024 and terminate June 30, 2025. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.

6. This Agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL PHYSICAL AND OCCUPATIONAL SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES— ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC. 7/1/24—06/30/25**

WHEREAS, The District has hired Associated Physical and Occupational Therapies, PLLC. as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of -sixty dollars and zero cents (\$60.00) per 30-minute session and sixty dollars and zero cents (\$60.00) per hour for special services and (\$32.00) per provided consult. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Associated Physical and Occupational Therapies, PLLC., attached hereto, be and is approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC  
164 Doncaster Road  
Kenmore, New York 14217

CLINIC: 3767 DELAWARE AVENUE  
KENMORE, NEW YORK 14217

**AGREEMENT**

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and Associated Physical and Occupational Therapists, PLLC, a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per visit rate of sixty dollars and zero cents (\$60.00) per 30-minute session and sixty dollars and zero cents (\$60.00) per hour for special services provided. The Contractor agrees to submit monthly statements on appropriate voucher

forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.

4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.

5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.

6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.

7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.

8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.

9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.

10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SERVICE BRIDGES INC. TO PROVIDED SIGN LANGUAGE INTERPRETERS JULY 1, 2024 – JUNE 30, 2025**

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified sign language interpreters for deaf students upon request, on an as needed basis; and

WHEREAS, The District desires to continue a contractual relationship with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis; and

WHEREAS, This year Service Bridges Inc. has modified its fee schedule to provide for a simpler structure of 4 classes of rates, each having an hourly rate, Medical (\$75.00); Standard (\$80); Premium (\$85) and After Hours (\$90), with a 2 hour minimum.; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis. and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

#### Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between Service Bridges, Inc. (Service Bridges) and the City School District of the City of Niagara Falls (District) commencing July 1, 2024 and terminating June 30, 2025.

The Parties hereto mutually agree to the following:

1: Service Bridges will provide certified or qualified sign language interpreters for Deaf individuals upon request to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with Deaf, Hard of Hearing and Deaf-Blind people.

2: Future request(s) from (customer business name) will be given preferential treatment because of this agreement.

3: Service Bridges will provide interpreting service subjected to availability of the limited number of freelance sign language interpreters in the region however every effort will be maximized to secure an interpreter for all pre-scheduled requests.

4: Service Bridges will retain transparency by reaching out to the customer to potentially reschedule an appointment date with the Deaf client if interpreters are not available within a time frame of the request.

5: Service Bridges ensures interpreters are supplied through skill level verification through in-house assessment from a team of certified assessors.

6: Interpreters are independent contractors identified with appropriate credentials, skill level and training, conditions and rates, and will maintain the professional code of conduct regulating ethical behavior and confidentiality as spelled out by the Registry of Interpreters for the Deaf.

7: While not always guaranteed, preferential request for specific interpreter(s) is considered a courtesy request however the communication preference is given to Deaf individuals in an assignment.

8: Service Bridges reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally assignments exceeding 2 hours or any assignment with continuous, non-stop presentations such as



lectures, meetings, groups or legal type meetings where there are two separate parties are represented with two different sides/points of view will require team (2 or more) interpreters.

#### Notifying Service Bridges for Interpreting Service Requests

Service requests shall be confirmed either by phone, online, email or fax through our Lead Scheduler from Monday through Friday between 9:00am to 5:00pm. All requests should be made at least 48 hours in advance however requests made less than 48 hours are subjected to Premium rates (refer to Rates section).

#### Procedures

When requesting an interpreter, please provide the following information:

- A) Date of service needed
- B) Time span of service (start time and end time)
- C) Address of assignment including cross street, room numbers, building, parking location and fees and other pertinent information
- D) Contact person at the interpreting site and direct phone/cell number
- E) Nature of the assignment (1:1 meeting, computer training, new employee orientation, nature of medical appointment, etc.)
- F) Billing information (authorized person, attention to whom and PO # if required).

#### Confirmation:

The paying customer or authorized person's signature is required to acknowledge the confirmation of service request referencing to the phone call, email or on line request.

#### Changes or Cancellations:

Changes or cancellation for assignments lasting two hours or less will require greater than 2 business days advance notice. Changes or cancellation for assignments lasting longer than two hours will require a greater than 3 business days advance notice of cancellation. The full quoted amount is charged if there is less than 2 or 3 business days advance notice of cancellation respectively.

#### Rates:

Rates for interpreting service longer than 3 hours is available, please contact us for incentives.

Compensation for interpreting services rendered for 4 classes of services at the following hourly rates for each class:

Medical (\$75.00): (a Deaf parent needs to meet with the school nurse about an issue);

Standard (\$80.00): (parent/teacher meeting for a Deaf parent);

Premium (\$85.00); (anything requested with less than 2 business days advance notice, excluding performance);

After Hours (\$90.00): (any requested taking place between 10PM EST and 7AM EST

with a 2 hour minimum for each class.

#### Special Considerations

Service Bridges will charge the full amount if the interpreter arrives to the assignment and the client does not.

When more than one interpreter is required, charges apply per interpreter. When an assignment requires two interpreters and only one interpreter shows up for the assignment, the service provided by the single interpreter will be billed the same as if two interpreters completed the assignment.

If travel time is necessary, this time will be billed as additional hours. Travel time needed for work outside the 8 Western New York counties of travel charges will incur the federal mileage rate.

#### Language Issues

If the person is determined Deaf-blind, or has minimal language skills, or developmentally disabled or communicates in a foreign sign language, a certified Deaf Interpreter will be required in addition to a sign language interpreter due to the nature of required communication access. If more than one interpreter is not available, and a single interpreter completes the assignment, he/she may double bill and charges apply case by case basis.

#### Performance (Stage) Assignments

Preparation in advance for theater and performance assignments is required, and will be billed in addition to the performance time. In some cases, this may include providing a copy of the script and/or the interpreters' attendance at a rehearsal. Negotiation for such arrangements will be made in advance when necessary.

#### Classroom Assignments

Classes will be billed as a two hour minimum. Separate students are also billed as separate classroom assignments.

#### Exceptions

Consecutive classes scheduled for the same student are billed hourly as one job. When there is a break between classes that is less than 2 hours, for the same student, a retainer will be billed for that time in half hour increments. Determined on individual case basis, there may be special circumstances where a separate rate is established, as in the case of a student's involvement requiring extracurricular activities, sports or theater making arrangements with interpreter's preparation time when necessary.

Service Bridges will make every effort to maximize resources to minimize the institute's costs.

#### VR Sponsored Educational Activities

When a student is sponsored by VR services, part of the cost will be assumed by ACCES-VR. The remainder of the hourly classroom interpreting rate is the responsibility of the institute to request information on class background information and notifying educators. In the event of retainer fees, tutoring, special events, extracurricular activities, regardless of whether or not VR is covering the cost of the classroom interpreters will apply. If VR is not sponsoring a student, the school is responsible for the entire cost of the interpreting services.

### Special Circumstances

**VIDEOTAPING:** All independent contractors will be notified if there will be videotaping of interpretation work performed in advance unless not known to Service Bridges. In general, videotaping must follow the following conditions: a) the Interpreter may request an unedited copy of the entire videotaped work within 15 days of the date of service for records and future use, b) the entity videotaping the likeness of an Interpreter will in no way profit from the use or reuse of the videotape in the future and c) the videotape will not be used for any illicit or illegal purposes in the future. Should these conditions not be met, videotaping will not be permitted otherwise the interpreter will relinquish the assignment, or will receive an additional fee negotiated between the Interpreter and Service Bridges before the event.

**HOLD HARMLESS:** The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses including without limitation actual attorney's fees resulting from their own acts or omissions in connection with the performance of this agreement. Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance as shall be necessary to insure them and their employees, agents, or affiliates against any claim or claims for damages arising by reason of the performance by the party of the obligations required by this agreement. All disputes regarding this agreement shall be settled in Niagara County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**AMENDMENTS:** This agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party. All such amendments shall be attached and become a part of this agreement immediately upon full execution of each amendment.

**MASSIVE CLOSURES:** Inclement weather, natural or manmade disasters resulting orders from city, county and/or state governments mandating closures thus causing a cancellation of interpreting service will not be charged, and interpreters will not invoice for service due to the nature beyond of Service Bridge's control. Because we cannot control the actions of independent contractors, we cannot be held responsible in the event that an interpreter does not show up to a job. The customer will not be charged.

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Authorized Individual

Joseph Nicosia, C.O.O.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL READING SERVICES BY INDEPENDENT CONTRACTOR FOR DYSLEXIA THERAPY PROFESSIONAL SERVICES— WNY DYSLEXIA SPECIALISTS, LLC. 7/01/24—06/30/25**

WHEREAS, The District wishes to hire WNY Dyslexia Specialists, LLC as an independent agency to render professional services; and

WHEREAS, The current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of \$155 per 60-minute session. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Dyslexia therapy for students, between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., attached hereto, be and is approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

WYN DYSLEXIA SPECIALISTS, LLC  
4476 Main Street  
Suite 200  
Amherst, NY 14226

#### AGREEMENT

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and WNY DYSLEXIA SPECIALIST, LLC., a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per visit rate of \$155 for a 60-minute session for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.
4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.
5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.
6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.
7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to

discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.

8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.

9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.

10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL APPLIED BEHAVIOR ANALYSIS SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES— AUTISM LEARNING PARTNERS. 7/1/24—06/30/25**

WHEREAS, The District has hired Autism Learning Partners as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2024 through June 30, 2025; and

WHEREAS, The fee for these services shall be at the rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Autism Learning Partners, attached hereto, be and is approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Autism Learning Partners  
1333 S. Mayflower Ave.  
#220 Monrovia CA 91016

CLINIC: 7041 Transit Road  
East Amherst, NY 14051

## AGREEMENT

This Agreement made and entered into on the 2nd day of July 2024, by and between the Niagara Falls City School District herein called the District and Autism Learning Partners, a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2024 and shall continue until June 30, 2025 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per hour at a rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for 60 minutes for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.
4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.
5. This agreement is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.
6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.
7. The District agrees that it shall not, during the term of this contract and for two years after the termination of this contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this contract to discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.
8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.
9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.
10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above. On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

### **APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2024-2025**

WHEREAS, The School District is responsible for providing a safe and healthy environment for its employees with related services as determined by the District's Safety Committee and contractual agreement; and

WHEREAS, To assist in attaining the healthy environment the District has entered into an Agreement with the WNY Occupational Health, LLC to provide injury care services and PPD/Mantoux testing; and

WHEREAS, An Amendment to the Agreement has been negotiated to allow renewal of the existing Agreement at updated rates in the 2023-24 school year; therefore, be it

RESOLVED, That the City School District of the City of Niagara Falls approves the attached Agreement with WNY Occupational Health, LLC as it pertains to employee related services, effective July 1, 2024, and ending June 30, 2025, at fees described in the Agreement; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

### AGREEMENT FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 2nd day of July 2024, by and between the SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, party of the first part, herein called the "School District", and WNY OCCUPATIONAL HEALTH, LLC, 621 Tenth Street, Niagara Falls, New York, party of the second part, herein called "Occupational Health."

#### WITNESSETH:

WHEREAS, The School District promotes an efficient and accident-free safety program beneficial to employer and employee; and

WHEREAS, The School District is authorized and empowered to contract for the Occupational Health Care Services; and

WHEREAS, Occupational Health has warranted and represented to the School District that it is fully licensed, qualified and competent to provide injury care services; and

WHEREAS, The Board's of the School District and Occupational Health have each authorized and approved the execution of the contract. In consideration of the mutual covenant and agreements herein contained, the parties hereto agree as follows:

1. During the 2024-25 school year, commencing on July 1, 2024, Occupational Health will provide sufficient Occupational Health Care Services for District employees who are injured on the job. The evaluation, treatment, appropriate rehabilitation, and determination of his/her ability to return to work are subject to their control, with District approval. The Superintendent of Schools, shall have the right to terminate service at any time she/he considers such action to be in the best interest of the School District.

2. Occupational Health shall properly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the progress of these employees such as:

a. Assure that all employees know their rights under Workers' Compensation Law.  
b. Have emergency treatment and rehabilitation service at a location readily accessible.

c. Assure that all employees are aware of the availability of these services and that supervisors or supervisor designee recommend them in time of need.

d. Provide for follow-up treatment for the injured employee to update rehabilitation progress.

3. Occupational Health will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Occupational Health Care Associates and shall respect the confidentiality of any and all employee records.

4. Provide PPD/Mantoux testing for, but not limited to, pre-employment physicals, tenured and daycare employees.
5. Provide Hepatitis B Vaccinations as requested.
6. The School District agrees:
  - a. Immediately following an injury of an employee who chooses to go to OH or NFMHC emergency room, a School District representative will contact Occupational Health.

The following information should be reported at the time of call:

1. Name of caller
2. Department
3. Name of injured employee
4. Type of injury
5. Method of transport
- b. To pay according to the following fee schedule:

1. First aid and minor injury care\*See below
2. Return to work evaluation \$62
3. Physician consultation \$85/hr.
4. Case management 8:00 a.m. \$200/month to 11:00 p.m.
5. PPD/Mantoux Testing \$25
6. DOT Drug Test \$53
7. Breath Alcohol \$23
8. HBsAb Antibody \$29
9. Hepatitis B Vaccination \$100/shot, \$300/series

\*Medical treatment for work related conditions are billed at the NYS Workers Compensation Fee Schedule. An additional fee for specific treatment may include crutches, splints, tetanus, or x-rays.

Miscellaneous Radiology Fees:

X-ray/ankle (3 views) 62.34  
Elbow 62.34  
Femur 71.44  
Finger (2 views) 62.34  
Foot (complete) 62.34  
Hand (3 views) 62.34  
Spine/Cervical 107.72

Additional fees upon request

7. This Agreement shall become effective on July 1, 2024 and terminate on June 30, 2025, provided, however, the District shall have the right to sooner terminate this agreement upon 30 days written notice to Occupational Health.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.



**APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES AND THE DELIVERY OF PROFESSIONAL DEVELOPMENT SESSIONS FOR ALL PRE-K TEACHERS USING THE TEACHING STRATEGIES CURRICULUM AND THE TEACHING STRATEGIES GOLD ASSESSMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE CHILD CARE RESOURCE NETWORK FOR THE 2024 - 2025 SCHOOL YEAR**

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, The Child Care Resource Network will provide 250 hours of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$37,500.00; and

WHEREAS, The Contract shall be effective for a term commencing August 25, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and The Child Care Resource Network attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period August 25, 2024 through June 30, 2025 is \$37,500.00; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR SERVICES

BY INDEPENDENT CONTRACTOR

THIS AGREEMENT, made this 2nd day of July, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and The Child Care Resource Network 1000 Hertel Avenue Buffalo, New York 14216 US.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages The Child Care Resource Network as an independent contractor to render to the District the services, and The Child Care Resource Network hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: The Child Care Resource Network shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) 250 hours of coaching services for the Pre-K 3 and 4 programs in 2024-2025 school year.

b) (5) Five days of Professional Development Services for the Pre-K 3 and 4 teachers on the District-wide Superintendent's Conference Days scheduled for August 29, 2024, September 4, 2024, November 5, 2024, January 17, 2025, and March 27, 2025

c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. The Child Care Resource Network shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. The Child Care Resource Network shall not be an employee of the District. The Child Care Resource Network is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to The Child Care Resource Network. Upon receipt of payment invoices, the District shall pay to The Child Care Resource Network its services hereunder a sum not to exceed \$37,500.00 in 10 monthly payments following services rendered upon receipt of invoices. Payment checks payable to the order of The Child Care Resource Network shall be deemed full payment to, and acquittance by The Child Care Resource Network.

5. Indemnification. To the fullest extent permitted by law, The Child Care Resource Network shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The Child Care Resource Network and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Child Care Resource Network and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from August 25, 2024 to June 30, 2025 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by The Child Care Resource Network under this Agreement are unique and personal. Accordingly, The Child Care Resource Network shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES FOR TEACHING STRATEGIES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") (hereinafter Teaching Strategies), FOR THE 2024 - 2025 SCHOOL YEAR**

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, Teaching Strategies, LLC ("TS") will provide 13 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$49,335.00 and

WHEREAS, The Contract shall be effective for a term commencing July 2, 2024 and ending June 30, 2025; therefore, be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and Teaching Strategies LLC ("TS") attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period July 2, 2024 through June 30, 2025 is \$49,335.00; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this July 2, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Teaching Strategies, LLC ("TS") (hereinafter Teaching Strategies) 4500 East West Highway, Suite 300 Bethesda, MD, 20814, US

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Teaching Strategies as an independent contractor to render to the District the services, and Teaching Strategies hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Teaching Strategies shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) Three (3) days of technical assistance training for new to Pre-K level teachers on Pre-K objectives and the Teaching Strategies curriculum and assessment programs, on August 27th, 28th and 29th of 2024.

b) Two (2) days of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on September 4th and 5th of 2024.

c) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on November 5th of 2024.

- d) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 teachers on November 6th of 2024.
- e) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on January 16th of 2025.
- f) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and 4 curricula on January 17th of 2025.
- g) One (1) day of technical assistance training for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on March 27th of 2025.
- h) One (1) day of coaching services and action planning for the Teaching Strategies Pre-K 3 and Pre-K 4 curricula on March 28th of 2025.
- i) Two (2) days of coaching services and action planning for the Teaching Strategies Pre-K 3 and 4 curricula on May 7th and May 8th of 2025.
- j) Other duties as deemed appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Teaching Strategies shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Teaching Strategies shall not be an employee of the District. Teaching Strategies is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Teaching Strategies. Upon receipt of payment invoices, the District shall pay to Teaching Strategies its services hereunder a sum not to exceed \$49,335.00 in 5 payments following services rendered upon receipt of invoices as follows: first payment of \$18,975.00 on November 1, 2024 second payment of \$7,590.00 on December 1, 2024, third payment of \$7,590.00 on February 1, 2025. fourth payment of \$7,590.00 on April 15, 2025 fifth payment of \$7,590.00 on May 31, 2025.

Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

5. Indemnification. To the fullest extent permitted by law, Teaching Strategies shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. Teaching Strategies and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Teaching Strategies and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 2, 2024 to June 30, 2025 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Teaching Strategies under this Agreement are unique and personal. Accordingly, Teaching Strategies shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.  
Nays: None.  
Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND T.E.M.P., LLC FOR PERIOD 07/01/24 - 08/31/25. SOME SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED**

WHEREAS, The District determined that integration of technology in the classroom is essential for the adaptation of technology by the teaching staff; and  
WHEREAS, In the 2009-10 school year the District entered into a Contract with T.E.M.P., LLC to provide professional development services which supported the District's technology initiatives; and

WHEREAS, for school year 2024 -2025 the District chooses to again engage TEMPS. LLC for the services of Trainers, at agree price of \$50 per hour, Tier 3 interventionists, at agree price of \$37 per hour, and a Tier 3 interventionists, at agree price of \$549 per diem rate for a total cost not to exceed Three Hundred Two Thousand and Forty Four Dollars (\$302,044); and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2024 and ending August 31, 2025; therefore, be it

RESOLVED, That the Contract for professional consultant services between the City School District Of The City Of Niagara Falls and T.E.M.P., LLC a copy of which is attached hereto, be approved; and be it further

RESOLVED, that the Contract is subject to such modification as the Superintendent and School District Attorney deem appropriate; and further

RESOLVED, That the President of the Board of Education be and is authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT, made this second day of July, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th

Street, Niagara Falls, New York 14304, (hereinafter "District") and T.E.M.P., LLC, 308 Havenwood Lane, Grand Island, NY 14702, (hereinafter "T.E.M.P., LLC").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Performance in support of District Technology Initiatives
- b) Provide technology training for teachers using district technology resources
- c) Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d) Other duties as appropriate.

\*All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P., LLC. Upon receipt of payment invoices, the District shall pay to T.E.M.P., LLC for its services hereunder, a sum of:

- For trainers: Fifty dollars (\$50) per hour not to exceed 40 hours of service per week and 1200 total hours for group for the term of this contract for 4 individuals performing the services, at a not to exceed cost of Sixty Thousand Dollars (\$60,000).

- For interventionists: Thirty-seven dollars (\$37) per hour not to exceed 15 hours per week per individual, for 23 individuals, for a maximum total of 6117 hours for the group, at a not to exceed cost of Two Hundred Twenty Six Thousand and Three Hundred Twenty Nine Dollars (\$226,329)

- For Tier 3 interventionists: Five hundred forty-nine dollars (\$549) per diem rate, at a not to exceed cost of Fifteen Thousand Seven Hundred Fifteen dollars (\$15,715)

- All for a maximum total cost to not exceed Three Hundred and Two Thousand and Forty Four dollars (\$302,044).

- Payment shall be made upon receipt of invoices listing the hours of services rendered by the individuals performing the services.

Payment checks payable to the order of the T.E.M.P., LLC shall be deemed full payment to and acquittance by the T.E.M.P., LLC.

5. Indemnification. To the fullest extent permitted by law, T.E.M.P., LLC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 1, 2024 to August 31, 2025, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (FIRE) FOR THE 2024 - 2025 FISCAL YEAR**

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (Fire) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2024; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for Fire Systems of the attached agreement between the City

School District of the City of Niagara Falls and Johnson Controls, Inc. (Fire) for an additional year (07/01/2024 through 06/30/2025); and be it further

RESOLVED, That the terms and conditions of the Contracts are subject to any requirements of the Superintendent and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreements; and be it further

RESOLVED, That the District Clerk be directed to obtain the signatures of the President of the Board.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Bilson, seconded by Mr. Bass, the following resolution was adopted.

**EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (HVAC & MECHANICAL) FOR THE 2024 - 2025 FISCAL YEAR**

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (HVAC) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2024; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for chillers, Mechanical Equipment and Facilities Management System Controls, of the attached agreement between the City School District of the City of Niagara Falls and Johnson Controls, Inc. (HVAC) for an additional year (07/01/2024 through 06/30/2025); and be it further

RESOLVED, That the terms and conditions of the Contracts are subject to any requirements of the Superintendent and the School District Attorney; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreements; and be it further

RESOLVED, That the District Clerk be directed to obtain the signatures of the President of the Board.

(Resolutions 6.66 to 6.70 – See Boarddocs).

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF CHANGE ORDER NO. SCC-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**



WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-01, consisting of PCI #008, for \$6,209.58 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF CHANGE ORDER NO. SCC-02 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-02, consisting of Bid Alternate #5, for \$170,000.00 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO Scrufari Construction Co. Inc. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$243,771.80; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$12,188.59; and

WHEREAS, The amount of payment the District will issue shall be \$243,771.80 less the required 5% retainage (\$12,188.59) as outlined in the contract, \$231,583.21; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$231,583.21 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO John W. Danforth FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$783,997.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$39,199.87; and

WHEREAS, The amount of payment the District will issue shall be \$783,997.40 less the required 5% retainage (\$39,199.87) as outlined in the contract, \$744,797.53; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$744,797.53 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO John W. Danforth FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)  
CONTRACT 123C**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$604,855.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$30,242.75; and

WHEREAS, The amount of payment the District will issue shall be \$604,855.00 less the required 5% retainage (\$30,242.75) as outlined in the contract, \$574,612.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$574,612.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 2 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon

approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$30,320.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,516.00; and

WHEREAS, The amount of payment the District will issue shall be \$30,320.00 less the required 5% retainage (\$1,516.00) as outlined in the contract, \$28,804.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,804.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 4 TO Frey Electric Construction Co. Inc. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$486,113.63; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$24,305.68; and

WHEREAS, The amount of payment the District will issue shall be \$486,113.63 less the required 5% retainage (\$24,305.68) as outlined in the contract, \$461,807.95; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$461,807.95 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 3 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$216,554.98; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$10,827.75; and

WHEREAS, The amount of payment the District will issue shall be \$216,554.98 less the required 5% retainage (\$10,827.75) as outlined in the contract, \$205,727.23; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$205,727.23 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 3 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$134,019.79; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$6,700.99; and

WHEREAS, The amount of payment the District will issue shall be \$134,019.79 less the required 5% retainage (\$6,700.99) as outlined in the contract, \$127,381.80; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$127,381.80 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT NO. 4 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$29,800.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,490.00; and

WHEREAS, The amount of payment the District will issue shall be \$29,800.00 less the required 5% retainage (\$1,490.00) as outlined in the contract, \$28,310.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,310.00 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 11 TO DV Brown & Associates, Inc. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$81,000.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$4,050.00; and

WHEREAS, The amount of payment the District will issue shall be \$81,000.00 less the required 5% retainage (\$4,050.00) as outlined in the contract, \$76,950.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$76,950.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

On a motion by Mr. Paretto, seconded by Mr. Bilson, the following resolution was adopted.

**APPROVAL OF PAYMENT No. 11 TO CIR Electrical Construction Corp. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$17,680.99; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$884.05; and

WHEREAS, The amount of payment the District will issue shall be \$17,680.99 less the required 5% retainage (\$884.05) as outlined in the contract, \$16,796.94; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$16,796.94 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

The following policy was tabled on a motion by Mr. Bilson, seconded by Mr. Bass.

**APPROVAL OF THE PROPOSED POLICY(IES)**

**VIDEOCONFERENCING TO CONDUCT MEETINGS OF THE BOARD OF EDUCATION IN ACCORDANCE WITH NEW YORK STATE PUBLIC OFFICERS LAW SECTION 103-A EFFECTIVE UNTIL JULY 1, 2025**

**Procedure Videoconferencing Meetings**



The Board of Education of the City School District of The City of Niagara Falls a public body as defined in laws of the state of New York may, in its discretion, use videoconferencing to conduct its meetings pursuant to the requirements of Public Officers Law Section 103-a. provided however that should the Board decide to use videoconferencing to conduct meetings, the following procedure and criteria shall be met:

(a) The Board of Education upon giving of appropriate notice, shall hold a public hearing, for the purpose of adopting a resolution authorizing the use of videoconferencing for its Board meetings.

(b) That following a public hearing, the Board shall adopt the resolution, authorizing the use of videoconferencing which resolution shall set forth these procedures for videoconferencing meetings approved by the Board

(c) That a minimum number of members are to be present to fulfill the Board's quorum requirement in the same physical location for the meeting where the public can attend:

(d) That Members of the Board shall be physically present at any such meeting location using videoconferencing unless such Member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth herein which are to be stated in the resolution approving use of videoconferencing for the meeting, including disability, illness, caregiving responsibilities, first responders, with employer's approval, required to be at his/her work station to maintain full staffing critical to meet emergencies, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting as may be determined and approved by the Board

(e) That except in the case of executive sessions conducted pursuant to section one hundred five of the New York State Public Officers Law , the Board shall ensure that Board Members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon;

(f) That if videoconferencing is to be used to conduct a meeting, the public notice for that meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend;

(g) That the Board shall provide the opportunity for members of the public to view meeting using videoconferencing via video, and to participate in proceedings in person where public comment or participation is authorized; and

(h). That each meeting conducted using videoconferencing shall be recorded and such recordings shall be posted or linked on the District's public website within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;

(i). That the minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public pursuant to section one hundred six of the New York State Public Officer's Law.

(j) That the District shall maintain its official website so long as it utilizes videoconferencing to conduct its meetings.

(k) That the in person participation requirements of paragraph (d) hereof shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the Board determines that the circumstances necessitating the emergency declaration would affect or impair its the ability to hold an in person meeting.

(l) That Open meetings of the Board that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this section, "disability" shall have the meaning defined in section two hundred ninety-two of the executive law of New York State

(m) That these written procedures governing member and public attendance consistent with Section 103-a of the New York State Public Offices Law, adopted by the Board and as may be amended, shall be conspicuously posted on the District's public website.

The procedures provided herein for Videoconferencing of Board Meetings shall become effective upon approval by the Board and shall remain in effect and terminate July 2, 2025.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr.

Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

**The 30-day tabling was waived for the following policy on a motion by Mr. Vilardo seconded by Mr. Paretto.**

**It was adopted on a motion by Mr. Bass seconded by Mr. Paretto.**

**CONCUSSION POLICY-NIAGARA FALLS CITY SCHOOL DISTRICT 2024**

## **7.02 Concussion Policy: Niagara Falls City School District**

Concussion Management policy for athletic training contracts with NFMCM

The following policy is for schools, organizations, and tournaments that are under contract for athletic training services with Niagara Falls Memorial Medical Center (NFMCM) and in partnership with UBMD Orthopaedics & Sports Medicine in Niagara. NFMCM employs certified athletic trainer(s) for contracted services at the school for sports medicine. This policy is based on the Summary and Agreement statement of the 6th International Conference on Concussion in Sport held in Amsterdam in 2022. As a result of this conference, it recommended the use of the SCAT6 concussion evaluation tool as well as the NFCSD implementing the use of the Buffalo Concussion Treadmill Test (BCTT) as a tool to determine initiation of the return to play protocol.

This concussion policy is for students and student athletes from the Niagara Falls City School District (NFCSD) in grades 7-12.

Definition of concussion:

A concussion is a mild traumatic brain injury. Concussions occur when normal brain functioning is disrupted by a blow or jolt to the head, face, neck or elsewhere on the body with an "impulsive" force transmitted to the head. Recovery from concussion will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management.

Defining the nature of a concussive head injury include:

1. A concussion may be caused either by a direct blow to the head, face, neck, or elsewhere on the body with an “impulsive” force transmitted to the head.
2. Concussions typically result in the rapid onset of short-lived impairment of neurologic function that resolves spontaneously.
3. A concussion may result in neuropathological changes, but the acute clinical symptoms largely reflect a functional disturbance rather than structural injury.
4. Concussions result in a graded set of clinical syndromes that may or may not involve loss of consciousness. Resolution of the clinical and cognitive symptoms typically follows a sequential course.
5. Concussions are typically associated with grossly normal structural neuro-imaging studies.

#### Pediatric Concussive injury:

Children, ages (5-18) years old should not return to play (RTP) or training until clinically completely symptom free. Because of the physiological response during childhood head trauma, a conservative return to play approach is recommended. It may be appropriate to extend the amount of time of asymptomatic rest and/or the length of the graded exertion in children and adolescents. It is not appropriate for a child or adolescent athlete with a concussion to RTP on the same day as the injury, regardless of the level of athletic performance. Concussion modifiers apply even more to this population than to adults and may mandate a more cautious RTP advice. In addition, the concept of “cognitive rest” was highlighted, with special reference to a child’s need to limit exertion with activities of daily living and to limit scholastic and other cognitive stressors (eg, text messaging, video games, etc.) while symptomatic. School attendance and activities may also need to be modified to avoid provocation of symptoms.

#### Concussion Evaluation:

The diagnosis of an acute concussion usually involves the assessment of a range of domains, including clinical symptoms, physical signs, behavior, balance, sleep, and cognition. Also, a detailed concussion history is an important part of the evaluation, both in the injured athlete and when conducting a pre-participation examination.

The suspected diagnosis of concussion can include one or more of the following clinical domains:

- a) Symptoms: somatic (eg, headache), cognitive (eg, feeling “like in a fog”) and/or emotional symptoms (eg, lability)
- b) Physical signs (eg, loss of consciousness, amnesia)
- c) Behavioral changes (eg, irritability)
- d) Cognitive impairment (eg, slowed reaction time)
- e) Sleep disturbance (eg, drowsiness)
- f) If any one or more of these components is present, a concussion should be suspected, and the appropriate management strategy instituted.

#### Grading concussions:

With a concussion, an athlete suffers an injury that progressively resolves without complication over 10-14 days. Concussions represent the most common form of this injury and can be appropriately managed by primary care physicians or by certified athletic trainers working under medical supervision. Concussion management ideally is rest until all symptoms resolve and then a graded program of exertion before return to sport. All concussions mandate evaluation by a medical doctor who is comfortable in managing concussion injuries.

#### CONCUSSION MANAGEMENT:

##### Post-injury testing:

NFCSD will implement a functional physiological test. We will do post-injury evaluations with the

SCAT6 form and the BCTT as objective tools in the concussion management process to determine a safe RTP. The student athlete must receive clearance from their primary care physician and/or concussion specialist prior to seeing the district medical director. Once the student athlete is cleared by the district medical director, the student will complete the BCTT and then continue to complete the concussion RTP.

Functional physiological testing allows us to:

- Quantify the amount of aerobic exercise that is safe to perform
- Protect the athlete
- Help determine safe return to play
- Help prevent cumulative effects of multiple concussions
- Prevent lingering effects of concussion and potential catastrophic injury

Return to play protocol:

During the period of recovery, in the first few days (24-48 hours) following the injury, it is important to emphasize to the student athlete that physical AND cognitive rest is required. Activities that require concentration and attention may exacerbate the symptoms and as a result, delay recovery.

Pharmacological therapy:

An important consideration in RTP is that concussed athletes should not only be symptom free, but also should not be taking any pharmacologic agents or medications that may mask or modify the symptoms of concussion. If antidepressant therapy may be commenced during the management of a concussion, the decision to RTP while still on such medication must be considered carefully by the treating clinician.

A player should never return to play while symptomatic.

**"WHEN IN DOUBT, SIT THEM OUT!"**

Niagara Falls City School District (NFCSD) Concussion Protocol

In-Season:

- In the event that an athlete suffers a mechanism of injury and/or signs and symptoms of concussion, a sideline evaluation is performed (SCAT6) to screen the student athlete.
- If it is determined that any athlete is positive for signs and symptoms of concussion, they are immediately removed from that day's contest and/or practice.
  - o Student athletes are ineligible to return on the same day of injury.
  - o Parents/guardian is immediately contacted regarding injury.
  - o Parent/guardian is given a head injury warning sheet of instructions to follow until seen by primary care physician/concussion specialist and/or emergency room based on severity of symptoms and parent choice.
  - o Injury report is completed and injury notification is sent to the school nurse, athletic office, and guidance counselor/principal. The student is disqualified from sports and physical education participation when a concussion is suspected.

Upon return to school/sports, a post injury BCTT is performed once the student athlete is asymptomatic and receives clearance from their PCP and/or Concussion Specialist as well as the district medical director.

Reports:

- Once the Concussion Injury report is completed, the NFCSD school medical director and guidance counselor/principal is informed of the injured student athlete.
- Student athletes MUST be evaluated by their primary care physician/concussion specialist, but the NFCSD school medical director is the one to release students for them to complete the BCTT/RTP protocol.

- The NFCSD medical director will approve or disapprove the BCTT and SCAT6 once completed for the student to be eligible to complete the RTP progression.
- Once the RTP progression is completed, the completed form is sent to the supervising physician of the district athletic trainers and then to the district medical director for approval and for the student to return to sport after ALL approvals have been obtained.

#### Return to Play:

- NFCSD follows the 2022 Amsterdam consensus statement policy for RTP. (see RTP progression protocol form and the 2022 Amsterdam guidelines). The NFCSD medical director has the final say on RTP.

The RTP following a concussion incorporates a step wise process:

1. No activity, complete rest. Once asymptomatic for 24 hours, proceed to levels using the following:
  2. Light aerobic exercise such as walking or stationary cycling or BCTT, no resistance training.
  3. Sport specific exercise (skating in hockey, running in soccer, etc.) progressive addition of resistance training at steps 3 or 4.
  4. Non-contact training drills.
  5. Full contact training and/or exertional testing after medical clearance.
  6. Return to FULL game play.
  7. This progression should be over 5 days for RTP without return of symptoms.
- If a student suffers any return of symptoms during the RTP protocol, they immediately stop the RTP protocol until they are once again symptom free.
  - Once the athlete is symptom free for 24 hours, they can continue with the RTP process where they previously ended.
  - When a student completes the RTP, they are eligible for full release to game activity.

#### Return to Learn:

This is determined by the Primary care physician/Concussion specialist if warranted based on evaluation and symptoms reported by the patient.

Stage 1-no activity: complete cognitive rest, no school attendance, no homework, reading, texting, video/computer games, or computer work for recovery of the injury.

Stage 2-gradual re-introduction of cognitive activity: short 5-15 minutes at a time then relax to the restrictions of stage one. This gradual control increases the sub-symptom threshold of cognitive activities.

Stage 3- catch up: the student can start to catch up on some school work by completing it at home in longer increments of 20-30 minutes at a time, the increase of cognitive endurance by repetition of short periods of self-paced cognitive activity.

Stage 4-limited re-entry to school: finally, re-entry to school for part of the day. This stage is initiated once 1-2 cumulative hours of homework has been achieved. The re-entry into school with accommodations to allow rest or a shortened day will assist in the controlled sub-symptom threshold and increased cognitive load.

Stage 5- full day: starts a gradual reintegration into school increasing to a full day of school and classes, accommodations decrease as cognitive endurance improves.

Stage 6- return to regular school activity: attendance of a full cognitive workload such as taking tests and exams that were missed or currently expected, catch up with missed essential work. This is full recovery into the academic day and at this point a RTP protocol may be initiated.

The above policy will be followed by the healthcare professionals (school medical director, AT supervising physician, school nurses, athletic trainer, coaches, and Athletic Director) that manage the RTP of student athletes at local high schools and colleges that are under contract for athletic training services with NFMMC. This concussion management/RTP protocol will

be followed despite the athlete presenting a prescription note to return to play sooner from their primary care physician and/or emergency room. If an athlete presents a prescription from their primary care physician to their school nurse for the appropriate time frame in regards to RTP. The exertional progressive steps will be followed by the athletic trainer when given approval to start from the NFCSD medical director using the RTP protocol from the SCAT6 form protocol as well as successful completion of the BCTT. The student athlete MUST see the school district medical director after the injury has occurred and RTP progression which MUST be initiated and approved by the district medical director prior to beginning (see attached SCAT6 form). The NFCSD school medical director MUST approve initiation of RTP protocol completed by the school district's athletic trainer. The completed RTP protocol form (See attached form) MUST be approved upon completion by the AT supervising physician as well as the NFCSD school medical director.

#### Concussion Management Team (CMT):

This section summarizes the responsibilities of each profession of the CMT along with the student and student-athlete as well as the parent/guardian of that student. These responsibilities are explained in detail in the NYS Concussion Management and Awareness Act that was enacted on July 1, 2012. These components are to be installed by each profession within the CMT and reviewed on an annual basis.

Student – Review Concussion Information Sheet. Athletes must sign a signature sheet within code of conduct handbook provided by the Athletic Department.

Parent/Guardian - Review district's Concussion Information Sheet. If the child is an athlete, the concussion signature sheet must be signed. – parent & athlete must receive and sign concussion information in order for athlete to participate

Medical Director – Review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

If the school chooses to use the BCTT – the school medical director must be able to understand and interpret the test.

Athletic Trainer Supervising Physician- Review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

The role of the AT supervising physician is to medical supervision of the acting athletic trainers for the NFCSD and to consult and approve as needed in regards to concussion management as well as approval for completed Return to Play protocols for the district.

Private Medical Provider/Specialists (Primary Care Physician) – If possible, review and complete CDC's Heads Up, Facts for Physicians About Mild Traumatic Brain Injury (MTBI, students with these conditions are at a higher risk for prolonged recovery from a concussion:

[http://www.cdc.gov/concussion/headsup/pdf/Facts\\_for\\_Physicians\\_booklet-a.pdf](http://www.cdc.gov/concussion/headsup/pdf/Facts_for_Physicians_booklet-a.pdf)

- We ask that notes from private medical providers that clear athletes from concussions include: o Clearance for RTP & an exercise progression.

School Nurse – Must be knowledgeable on how to evaluate concussions – ie. SCAT6, must complete the department-approved course for school nurses and athletic trainers every two (2) years. NYSED has approved the course Heads Up to Clinicians for these professions, which is a free web-based course developed by the CDC. It is available at <http://preventingconcussions.org/>.

Director of Physical Education &/Or Athletic Director – Must implement/enforce concussion management program/team. (Make sure everyone on this sports med list has done these).

Athletic Trainer -

- Must complete the department-approved course for school nurses and athletic trainers every two (2) years. NYSED has approved the course Heads Up to Clinicians for these professions, which is a free web-based course developed by the CDC. It is available at <http://preventingconcussions.org/>.

Physical Education/Coach Responsible:

Remove any student who has taken a significant blow to the head or body, or presents with signs and symptoms of a head injury immediately from play because the Concussion Awareness Management Act requires immediate removal of any student believed to have sustained a concussion.

Contact the school nurse or certified athletic trainer (if available) for assistance with any student concussion injury.

Send any student exhibiting signs and symptoms of a more significant concussion to the nearest hospital emergency room via emergency medical services (EMS) or as per district policy.

Symptoms of a concussion include, but are not necessarily limited to:

- Amnesia (e.g. decreased or absent memory of events prior to or immediately after the injury, or difficulty retaining new information)
- Confusion or appearing dazed
- Headache or head pressure
- Loss of consciousness
- Balance difficulty or dizziness, or clumsy movements
- Double or blurry vision
- Sensitivity to light and/or sound
- Nausea, vomiting, and/or loss of appetite
- Irritability, sadness, or other changes in personality
- Feeling sluggish, foggy, groggy, or lightheaded
- Concentration or focusing problems
- Slowed reaction times, drowsiness
- Fatigue and/or sleep issues (e.g. sleeping more or less than usual)

\*Students who develop any of the following signs, or if the above listed symptoms worsen, must be seen and evaluated immediately at the nearest hospital emergency room:

- Headaches that worsen
- Seizures
- Looks drowsy and/or cannot be awakened
- Repeated vomiting
- Slurred speech
- Unable to recognize people or places
- Weakness or numbness in arms or legs, facial drooping
- Unsteady gait
- Dilated or pinpoint pupils, or change in pupil size of one eye
- Significant irritability
- Any loss of consciousness

Suspicion of skull fracture: blood draining from ear, or clear fluid from nose

Inform the parent/guardian of the need for evaluation by their medical provider. The coach should provide the parent/guardian with written educational materials on concussions along with the district's concussion management policy.

Inform the PE director, certified athletic trainer, the school nurse, and/or medical director of the student's potential concussion. This is necessary to ensure that the student does not engage in activities at school that may complicate the student's condition prior to having written clearance by a medical provider.

Ensure that students diagnosed with a concussion do not participate in any athletic activities until, in conjunction with the student's physician, the PE teacher/coach has received written authorization from the medical director or their designee that the student has been cleared to participate.

Ensure that students diagnosed with a concussion do not substitute mental activities for physical activities unless medical provider clears the student to do so (e.g. due to the need for cognitive rest, a student should not be required to write a report if they are not permitted to participate in PE class by their medical provider).

Complete the Department-approved course for coaches and PE teachers every two years. NYSED has approved the course Heads Up, Concussion in Youth Sports for these professions, which is a free web-based course that has been developed by the CDC. It is available at [http://www.cdc.gov/concussion/HeadsUp/online\\_training.html](http://www.cdc.gov/concussion/HeadsUp/online_training.html).

Teacher – Must review information listed below in this section.

Students who have been diagnosed with a concussion require both physical and cognitive rest. Cognitive rest requires that the student avoid participation in, or exposure to, activities that require concentration or mental stimulation including, but not limited to:

- Computers and video games
- Television viewing
- Texting
- Reading or writing
- Studying or homework
- Taking a test or completing significant projects
- Loud music
- Bright lights

Students transitioning into school after a concussion might need academic accommodations to allow for sufficient cognitive rest. These include, but are not necessarily limited to:

- Shorter school day
- Rest periods
- Extended time for tests and assignments
- Copies of notes
- Alternative assignments
- Minimizing distractions
- Permitting student to audiotape classes
- Peer note takers
- Provide assignments in writing
- Refocus student with verbal and nonverbal cues

More information on classroom accommodations can be found at:

<http://www.upstate.edu/pmr/healthcare/programs/concussion/classroom.php>

<http://www.nationwidechildrens.org/concussions-in-the-classroom>

[http://www.cdc.gov/concussion/pdf/TBI\\_Returning\\_to\\_School-a.pdf](http://www.cdc.gov/concussion/pdf/TBI_Returning_to_School-a.pdf)

Guidance Counselor/School Psychologist – Same as Teacher section (above)

Policy written by Tony Surace, M.Ed., ATC: Date: 5/29/08

Revised: 1/7/2010

Revised: 4/17/2012

Revised: 7/29/2012

Revised: 6/17/2013

Revised: 9/19/2017

Revised: 6/11/2020

Revised: 6/1/2022

Revised: 1/22/24 (Reviewed by Sara Minton, MS,



ATC, Anthony V. Surace (Intern), Tony Surace, M.Ed., ATC)  
Director of Sports Medicine at NFMMC in partnership with UBMD Orthopaedics & Sports  
Medicine in Niagara.

Niagara Falls City School District: Section VI Concussion Management Team 2024

Concussion Management Return to Play Protocol

Athlete \_\_\_\_\_ DOB \_\_\_\_\_ Phone \_\_\_\_\_ Grade \_\_\_\_\_

PCP \_\_\_\_\_

Coach \_\_\_\_\_ School \_\_\_\_\_ Sport Mod/JV/V \_\_\_\_\_

MOI \_\_\_\_\_

Functional exercise at each Stage of Rehabilitation

Date of Concussion Injury: \_\_\_\_\_

Date Athlete became asymptomatic: \_\_\_\_\_

Check box when each phase is completed and if no return of symptoms

☐ No activity (Complete physical and cognitive rest (Recovery) # of days \_\_\_\_\_

Date: \_\_\_\_\_

☐ Day 1: Light aerobic exercise for 20 minutes (Walking, swimming, or stationary cycling, keeping intensity to < 70% of maximum predicted heart rate; no resistance training) (Increase heart rate) Date started: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 2: Sport specific exercise for 30 minutes (Skating drills in ice hockey, running drills in soccer, no head impact activities (Add movement) Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 3: Non-contact training drills for 40 minutes (Progression to more complex training drills, ie.

passing drills in football and ice hockey; may start progressive resistance training) (Exercise, coordination, and cognitive load)

Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 4: Full contact practice for full length of practice (Following medical clearance, participate in normal training activities) (Restore athlete's confidence; coaching staff assesses functional skills)

Date: \_\_\_\_\_ (Activity done: \_\_\_\_\_)

☐ Day 5: Return to play (Normal game play) Date Ended: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

AT : \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

AT Supervising Physician: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

NFCSD Medical Director: \_\_\_\_\_ PrintName: \_\_\_\_\_ Date: \_\_\_\_\_

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

## INFORMATION AND REPORTS

## SUPERINTENDENT'S REPORT

Mr. Laurrie congratulated Mr. Vilardo and Mr. McLeod and welcomed Mr. McLeod to the Board. Also, he congratulated Mr. Petrozzi and Mr. Paretto on their continued leadership positions.

He congratulated everyone involved in the graduation ceremonies - administrators, the maintenance department, specifically the Grounds Crew, and the community whose decorum was respectful and appropriate. The grounds were beautifully maintained and with 4,000 guests everything looked splendid.

Nine students continue to study and hopefully will complete graduation requirements and receive diplomas in September.

The summer program for elementary students will run five days a week at GJ Mann Elementary School from July 15 to August 2. The sports summer program, and the prep and high school summer programs will take place Mondays through Thursdays, through August 15..

Thanks to Rep. Tim Kennedy for securing approximately \$2.5 million for Head Start and Early Head Start. The Congressman visited the DiFrancesco Center on 24th Street where, Mrs. Dunn and Mr. Vilardo were also present representing the Board.

One-year-old and two-year-old children are on waiting lists to start early childhood education programs. Hopefully the District can expand these programs going forward.

Mr. Carella used American Rescue Funds for Math Academic Intervention Services for elementary students. As a result, whereas last year 68% of students improved, this year 75% improved. Consequently, 103 fewer students require math help today.

Congratulations to the Maryvale, Wellsville, and Falk school districts, which are piloting the State's new graduation standards.

Finally, Mr. Laurrie thanked the Board for its support and wished all a happy Independence Day.

#### **BOARD MEMBERS REPORT AND COMMENTS**

Members of the Board congratulated Mr. Vilardo, Mr. McLeod, Mr. Petrozzi and Mr. Paretto on their elections, as well as 2024 graduates. Many wished the returning students a safe and enjoyable summer.

Mr. Vilardo specifically thanked employees and members of the District Parent Committee who supported him in the race for the Board.

Mr. Cancemi shared that the Niagara Falls Education Foundation recently received \$5,000 from the Niagara County legislators.

Mr. McLeod thanked the Board and staff for welcoming him and remarked that it was an honor to serve on the Board.

#### **ADVANCED PLANNING**

**FUTURE AGENDA ITEMS**

FUTURE MEETING DATES: THURSDAY, AUGUST 29, 2024

**ADJOURNMENT** on a motion by Mrs. Dunn seconded by Mr. Cancemi. All in favor. Adjourned.

**MEETING ADJOURNED in memory of:**

Sally Jost, mother of UPK teacher Laura Piazza.

Rev. Joseph Levesque, C.M. , President Emeritus, Niagara University.

Angelo Sarkees, uncle of physical education teacher Joe Sarkees.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Glaser", written in a cursive style.

Judith Glaser, District Clerk.