

July 2 2019 5:30 pm - Reorganization Meeting (Tuesday, July 2, 2019)

Generated by Judie Glaser on Wednesday, July 17, 2019

Members present

Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Meeting called to order at 5:30p.m.

1. Reorganization Agenda - Call To Order

The Clerk called the meeting to order at 5:30 p.m.

Information: 1.01 Pledge of Allegiance

Information: 1.02 Prayer was offered by Bishop Dobbs.

Information: 1.03 Roll Call All members present.

Information: 1.04 Agenda (List of Items and Bundle of Resolutions)

2. Administration of Oath to Elected Board Members

The Clerk administered the Oath of Office to Messrs. Vilardo and Kudela.

Information, Discussion: 2.01 Oath of Office (Re-Elected or Newly Elected Board Member and Superintendent)

Action, Information, Discussion: 2.02 Nomination(s)/Appointment of Temporary Chairman

Motion to appoint temporary chair.

The Clerk called for a motion to appoint Angelo Massaro temporary chair.

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

3. Election of Officers

Action: 3.01 President of the Board

Motion to close nominations for President and vote upon Mr. Restaino as president.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

The clerk administered the Oath of Office to Mr. Restaino. Mr. Restaino took over the meeting.

Action: 3.02 Vice President of the Board

Motion to close nominations for the office of vice president and vote upon Mr. Cancemi to serve as vice president.

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

The clerk administered the Oath of Office to Mr. Cancemi.

Information: 3.03 Administration of Oath to Elected Officers

Mr. Restaino administered the Oath to Judith Glaser, District Clerk.

4. Appointments

Action: 4.01 Internal Claims Auditor

A motion to appoint Denise Kolber of Internal Claims Auditor.

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, 2019, through June 30, 2020 at a rate of \$36.05 per hour not to exceed \$32,500 and subject to further terms and conditions of Contract concluded with District.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.02 Unemployment Insurance Consultant

A motion to approve NEC as 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, 2019, through June 30, 2020.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.03 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, 2019, through June 30, 2020; 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.

Action: 4.04 Public Records Access Officer

A motion is recommended for the approval of Maria Massaro as Public Records Access Officer, with no additional compensation.

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, 2019, through June 30, 2020, with no additional compensation.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.05 Records Management Officer

A motion is recommended for the approval of Judith Glaser as Records Management Officer, with no additional compensation.

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, 2019, through June 30, 2020, without additional compensation.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.06 District Clerk

A motion to appoint Judith Glaser District Clerk

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

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.

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.07 District Treasurer

A motion is recommended for the approval of Rebecca Holody as 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 Rebecca A. Holody be appointed School District Treasurer for the period July 1, 2019, through June 30, 2020.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.08 Tax Collector

A motion is recommended for the approval of Joseph Giarrizzo as Appointment of Tax Collector, with no additional compensation.

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, Joseph A. Giarrizzo, be appointed as School District Tax Collector with no additional compensation.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.09 Medicaid Compliance Officer

A motion is recommended for the approval Maria Massaro Medicaid Compliance Officer/Medicaid Compliance Policy

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, 2019, through June 30, 2020.

Motion by Ronald J Barstys, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

5. Designations

Action: 5.01 Official Bank Depositories

A motion is recommended for the approval of the following resolution: Appointment of 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, Evans Bank, and J.P. Morgan Chase Manhattan Bank, N.A., as Official Bank Depositories for all school funds for the period July 1, 2019, through June 30, 2020; 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 Rebecca Holody, School District Treasurer and the Administrator for School Business Services are hereby jointly and/or separately authorized to sign checks and/or execute other documents which may be required for the transaction of Niagara Falls City School District business with the depositories herein named.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.02 Transfer Agent for Debt Services

A motion is recommended for the approval of the following resolution: Appointment of 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, 2019, through June 30, 2020.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.03 Municipal Bond Consultant

A motion is recommended for the approval of the following resolution: Appointment of 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, 2019, through June 30, 2020, 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.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.04 Bonding Attorneys

A motion is recommended for the approval of the following resolution; Appointment of 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, 2019, through June 30, 2020.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.05 Official Newspaper

A motion is recommended for the approval of the following resolution: Appointment of 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, 2019, through June 30, 2020; and

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

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.06 Regular Monthly Meetings

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

Recommendation:

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 2019-2020 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, October 17, 2019, and April 21, May 20, 2020 (full schedule to be posted on District website at www.nfschools.net)**

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 5.07 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

5.07 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.

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6. Authorizations

Action: 6.01 Purchasing Agent

A motion is recommended for the approval of the following resolution: Appointment of 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 Collis Earl Smeal to perform the duties of Purchasing Agent for the period July 1, 2019, through June 30, 2020, with no additional compensation provided.

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.02 Certification of Payrolls

A motion is recommended for the approval of the following resolution: 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, 2019, through June 30, 2020, with no additional compensation provided.

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

7. Purchasing Procedure Policy

Action: 7.01 Policy

A motion is recommended for the approval of the following resolution: Purchasing Procedures Policy for 2019-2020

Recommendation

A motion is recommended for the approval of the following resolution:
Purchasing Procedures Policy for 2019-2020

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.

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

8. Adjournment

Action: 8.01 Meeting Adjourned

Motion to adjourn.

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6:00 PM - REGULAR BOARD MEETING (TUESDAY, JULY 2, 2019)

Generated by Judie Glaser on Wednesday, July 17, 2019

Members present

Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Meeting called to order at 6 p.m.

1. Agenda Review Session

Information: 1.01 ARS Topics - None

2. Call to Order

Information: 2.03 Roll Call all present

3. Letters and Communications

Information: 3.01 Oral Communications - Public Comment

Oral Communications:

Marisa Adams 1215 Garfield Ave. Ms. Adams expressed concern about the plan to implement a new co-teaching model for Special Needs elementary children needing consultant teachers. Her son is one of this number. She received communication from the District that, owing to a new co-teaching model that would integrate the consultant teacher into a regular teaching classroom, children might be transferred to a school other than his or her home school. It has been her professional and personal experience that consultant teachers have traditionally been in every school and are the most common special education intervention. She is confident the District has the best intent in implementing instructional programs, and particularly lauds Cathy Contento as a "District treasure," but is deeply concerned about the emotional difficulty her son and other may have. She further expresses concern that her son has sensory processing deficits and a bus ride may hold special difficulty for him.

She spoke previously with Mr. Restaino in regards to this, who assure her he would look into it. Mr. Laurrie called her that afternoon. She wished to publicly say that Mr. Laurrie is the "most communicative, honest, open Superintendent" and she appreciated their conversation. She thanks him for the "solutions-focused" conversation and his listening skills. Ms. Adams appreciates the District's desire to do what is best, but encourages reconsideration of the specifics of this particular plan. Her concern is not with the co-teaching plan but with the potential change of school for some students.

Nicole Gatto Stefanski, 822 Cayuga Drive.

Ms. Stefanski reiterated the general comments described above but felt Special Education had changed her child's school without her consent, a meeting, or a resolution. She was successful in getting that reversed but expresses her belief that NYS mandates home schooling. Further, she feels the re-placing of special needs students outside their home schools may be discriminatory, as all special needs children have a right to attend their home schools whenever possible. She was told that if she did not agree to a change of school, she would, in effect, be refusing services for her child. She feels this is illegal, and she is concerned about her child being in a larger class, and questions why the consultant teacher can't come to each home school so all can remain at his or her home school.

Information: 3.02 Written Communications

None

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - None

Action: 4.02 Budget Transfer #12

Approval of Budget Transfer #12

Motion by Earl F Bass, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information: 4.03 Bid - Plumbing

Motion to accept bid.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution on Plumbing Supplies - Bid No.3, for the 2019-2020 School Year.

WHEREAS, Funds were appropriated for Plumbing Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 3– Plumbing Supplies; and

WHEREAS, Legal notice was published May 20, 2019 and bid documents were mailed to or secured by seven potential bidders; and

WHEREAS, Bid was publicly opened and read on June 18, 2019 and three properly executed bids were received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Energy/Procurement Specialist; therefore, be it

RESOLVED, That the Board of Education of the School District of the

City of Niagara Falls, New York, award this contract, to the following bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Contractor</u>	<u>Items</u>	<u>Amount</u>
3A	Plumbmaster	52	\$14,946.07
	Total	52	\$14,946.07

Motion by Cancemi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.04 Treasurer's Report - None

4.05 Budget Status Report - None

Action: 4.06 Personnel Report – Certificated

Approval of Personnel Report for Certificated Staff

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.07 Personnel Report - Classified

Approval of the Personnel Report for Classified Staff

Motion by Ronald J Barstys, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Approval to walk on and accept the employment contract with Judith Glaser as District Clerk.

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 1, 2019 – JUNE 30, 2020

BACKGROUND INFORMATION:

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.

At its Regular Meeting of September 27, 2018, 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 January 6, 2019 through June 30, 2019, in accordance with all laws and regulations applicable to such appointment.

The Board of Education now wishes to appoint Judith Glaser the School District Clerk of the City of Niagara Falls, effective July 1, 2019 through June 30, 2020; and

The Board also wishes to provide Mrs. Glaser a Contract containing the terms, condition and benefits of her employment as School District Clerk. The Administration has prepared a proposed Amended Contract containing the terms, conditions and benefits of Mrs. Glaser's employment as School District Clerk, to become effective July 1, 2019 and continue during the period of her appointment through June 30, 2020, a copy of which is attached.

The Board should act on this action item at this time so as to allow for the orderly continuation of the School District Clerk duties in accordance with all laws and regulations This action item was prepared by Mr. Mark Laurrie, Superintendent, and Maria A. Massaro, Human Resources Administrator, The proposed resolution was reviewed by Mr. Angelo Massaro, School District Attorney.

Mr. Laurrie will answer questions pertaining to this action item.

RECOMMENDATION:

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

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 1, 2019 – June 30, 2020

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 September 27, 2018, 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 January 6, 2019 through June 30, 2019, 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 July 1, 2019 through June 30, 2020; 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 July 1, 2019 and continue during the period of her appointment through June 30, 2020, 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 appoints Judith M. Glaser School District Clerk for the City School District of the City of Niagara Falls, effective July 1, 2019 and to continue through June 30, 2020, 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 July 1, 2019 and to continue through June 30, 2020, 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 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 27th day of September 2018 appoint Judith Glaser the School District Clerk of the City School District of the City of Niagara Falls, effective January 6, 2019 through June 30, 2019; 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 January 6, 2019 through June 30, 2019, 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 July 1, 2019 through June 30, 2020; 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 July 1, 2019 and to continue through June 30, 2020 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.

Seal

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

By _____
President

Judith M. Glaser

STATE OF NEW YORK)

ss:

COUNTY OF NIAGARA)

On this day of July 2019, before me the undersigned a Notary Public in and for the State of New York, personally appeared , President of the Board of Education of the City school District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss:

COUNTY OF NIAGARA)

On this day of July 2019, before me the undersigned a Notary Public in and for the State of New York, personally appeared Judith M. Glaser to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A"

SCHOOL DISTRICT CLERK

DISTINGUISHING FEATURES OF THE CLASS: Under the direct supervision of the Superintendent of Schools, the authority for which is delegated directly from the Board of Education, and in accordance with the duties as described in Part II, Article 43, Section 2121 of the Education Law "Duties of the District Clerk" shall perform a number of difficult stenographic and clerical tasks as required by members of the Board of Education. The work involves maintaining the custody and control of all minutes, records, and files resulting from formally conducted meetings of the members of the Board of Education, as well as coordinating and conducting all phases of the election of Members to the Board of Education. The School District Clerk performs related work as required.

TYPICAL WORK ACTIVITIES:

Conducts all phases of the annual election of members to the Board of Education including but not limited to, Board of election, board of registration, voting machines, polling places and hours of voting, election notices, tabulating of notes and canvass of voting machines;

Takes, transcribes, types and records minutes and proceedings of meetings, hearings and conferences;

Maintains all correspondence resulting from action taken at meetings of the Board of Ed.;

Maintains a file of proceedings of all formal meetings of the Board of Education.;

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Working knowledge of office terminology, procedures and equipment; working knowledge of business arithmetic and English;

Ability to take and transcribe dictation at a rate of 80 words per minute;

Ability to type accurately at a rate of 40 words per minute;

Ability to quickly interpret and follow through with complex oral and written instructions;

Clerical aptitude;

Physical condition commensurate with the demands of the position;

PERFORMANCE ABILITIES

Visual Acuity: Ability to recognize alpha/numeric characters as they appear on word processing/computer equipment for extended periods of time.

Manual Dexterity: Must have ability to manipulate fingers on keyboard with repetitious motion for extended periods of time

Communication: Ability to communicate with the General Public

Auditory Capability: Ability to hear recorded messages for the purpose of dictation

Physical Strength: N/A

Endurance: Must sit for extended periods in the same position with upright posture

MINIMUM QUALIFICATIONS: Candidates must meet the requirements of one of the following groups: EITHER;

(A) Four (4) years of clerical experience and graduation from a standard senior high school preferably with concentration in commercial subjects;

OR

(B) Any equivalent combination of training and experience as indicated in (A).

SCHEDULE "B"

Employment Benefits- Judith M. Glaser, School District Clerk

1. Salary- \$75,000.00/year (July 1, 2019 – June 30, 2020)
2. Fully paid pension, retirement and social security contribution and benefits as provided by law.
3. Leaves of Absence:
 - a. Sick Leave:
 - 24 days per year-accumulated to 224 days for use. (Accumulated to a maximum of 324 days for terminal leave pay only)

Employee shall be allowed to carry any accumulated sick leave balances with her into this annual contract
 - b. Personal Business Leave:
 - 4 days per year
 - Unused personal business days may be added to accumulated sick time
4. Vacation Days:

20 days per year -maximum of 20 days carried over to next year if re- appointed

Limited to use of 30 days in a given school year

Employee will be required to use any current carry-over days in the 2018-2019 school year
5. Holidays: 17 days per year (as per 12 month employee holiday schedule):
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving
 - Day After Thanksgiving
 - Christmas
 - New Years Day
 - Martin Luther King Jr.
 - President's Day
 - Good Friday
 - Memorial Day
 - Five Days (as per District Holiday Calendar)

6. Terminal Leave:
Should the District clerk qualify to receive terminal leave pay based on the following factors: 20 years working for the NFCSD or 10 years as District Clerk the following formula shall apply:

(1) One and one-half percent (.015) of their unused sick leave balance, which may not exceed 324 days.

(2) Years of service in the Niagara Falls public schools

(3) Eighty-five (.85) percent of their per diem rate of pay at the time of retirement.

Accordingly, terminal pay shall be calculated through use of the following formula:

$.015x (n) (.85pdr) = T$ where

x = number of days unused sick leave

n= years of service in Niagara Falls schools pdr

=per diem rate of pay

T=Total

(12 month employee-1/240th of annual salary)

Should the Clerk retiring under the disability retirement provisions of New York State law she shall also qualify to receive terminal leave pay.

403 Plan for Terminal Leave

(1) The District will make a non-elective employer contribution in the amount established by this article subject to the contribution limits as outlined in the Internal Revenue Code, Section 415C

(2) The non-elective employer contribution (also known as Terminal Leave Pay) is available to all employees who meet the requirements of this article, and who submit an irrevocable letter of resignation having an effective date of at least 30 days before the effective date of retirement.

(3)Coinciding with the date of the employee's final paycheck, the terminal leave pay will be remitted in ING Opportunity Plus or successor, a qualified 403 (b) plan administered through Carroll Financial Services or successor, for the benefit of the employee.

(4) Should the District be unable to fund the entire terminal leave pay in the current year due to IRC Section 415limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with Section 415 of the IRC concerning up to "5 years of post-retirement deposits".

(5) For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that the employee's terminal leave pay exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

7. Tax Sheltered Annuities: Right to participate in tax-sheltered annuity plans selected by the District.

8. Insurance: See Schedule "B-1" attached hereto and made a part hereof.

SCHEDULE "B-1" INSURANCE

A. MEDICAL/SURGICAL COVERAGE

Fully paid medical/surgical health insurance provided by NY44 Health Benefits Plan Trust.

Contribution: The School District Clerk shall contribute eight and one-half percent (8.5%) of the total District Cost of the NY44 Health Benefits Plan Insurance.

HRA: District shall deposit two and one-half (2.5)% of the cost of the NY 44 Health Benefits Plan Insurance premium into an appropriate 105 h account (HRA).

Amounts accumulated into the District Clerk's (HRA) account may be utilized by the Clerk into retirement

B. DENTAL COVERAGE

Dental Coverage

- (1) Preventative Services paid at 100% (2) Basic Services paid at 80%
- (3) Major Services paid at 50%
- (4) No maximum

C. VISION COVERAGE

- (1) 100% eye exam in network
- (2) lenses/\$50 Frames/\$100 Contacts

D. LIFE INSURANCE

A maximum of \$60,000 Group Term Life Insurance shall be paid by the Board of Education until retirement at which time the employee shall be permitted a one time opportunity to purchase group term life insurance at established rates.

E. RETIREMENT

Upon retirement, the Board shall assume the full cost of medical insurance coverage as set forth herein: Fully paid medical, major medical, dental and vision until the District clerk becomes eligible for Medicare, at which time the Board will no longer provide such coverage, except as provided in the section entitled Lifetime Supplemental Benefits for Retirees (see Section I below)

If any of the coverage provided for in this article is provided by the Board under contract or by any other employer on a fully paid-by-employer basis, such coverage shall not be duplicated by the Board.

F. FLEXIBLE SPENDING ACCOUNTS

1. Medical Care Spending Account
 - (a) Reimbursement for allowable medical expenses
 - (b) No limit on the amount of benefit dollars or personal contribution by payroll deduction
2. Dependent Care Spending Account
 - (a) Reimbursement for allowable expenses incurred for the care of a dependent
 - (b) \$5,000 maximum per family
3. Premium Only Plan
 - (a) Reimbursement for premium payments, i.e., COBRA

G. OPTOUT

1. If one chooses coverage, 50% of remaining benefit dollars are paid to the employee or money may be put into Flexible Account.
2. If one does not choose coverage, and can show coverage from other sources, 50% of the benefit dollars are paid to the employee.
3. If one does not choose coverage and can show coverage from other sources, and decides not to opt out, all or part of benefit dollars may be put into the Flexible Account with any remaining portion subject to 50% opt out.
4. Flexible dollars left over are returned to the Board of Education.
5. In the event the Clerk chooses to opt-out, re-entry into medical coverage during the school year is possible only in the event of proven loss of coverage.

H. PREMIUM INCREASES

All increases in premiums and life insurance will be paid by the Board of Education.

I. LIFETIME SUPPLEMENTAL BENEFITS FOR RETIREES

The Board of Education shall provide retiree insurance coverage as set forth in section E provided that the District clerk lawfully retires in the future and that such District Clerk has completed a minimum of twenty(20) years of service in the employ of this School District or ten(10) years of service as School District Clerk in this School District at the time of retirement. For purposes of calculation of time as an employee of this School District, the District Clerk shall receive seven (7) years credit for previous employment as the Community Relations Director October 2011 through September 2018. When the retiree qualifies for medical insurance under Social Security, the coverage shall be changed to that which is supplemental to Medicare.

Motion by Vincent Cancemi, second by Anthony F Paretto.

Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.08 Committee on Special Education Report

4.08 REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on May 21, 29, 2019 and June 7, 2019 for the annual review of special education students and May 20, 22, 23, 29, 30, 2019 and June 4, 10, 12, 14, 17, 18, 19, 20, 21, 24, 25, 26, 2019 to review and initiate the placement of students with disabilities.; and

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education for the 2018-2019 and 2019-2020 school year.

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.09 Committee on PreSchool Special Education Report

Approval of Committee on PreSchool Special Education Report

Approval of Committee on Special Education Report

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education

The Committee on Pre-School Special Education met on June 13, 18, and 20, 2019 to review and initiate the placement of preschool students with disabilities, and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2018-2019 and 2019-2020 school years

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information, Discussion, Receive and File: 4.10 Short-Term Contract(s)

5. Unfinished Business

Information: 5.01 None

6. New Business

Action: 6.01 Receipt of Gift Johnson Controls

Motion to approve receipt of gift from Johnson Controls

RECOMMENDATION:

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

Approval of receipt of gift from Johnson Controls, Inc.

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

WHEREAS, Johnson Controls, Inc. has a 1 iPad (6th Generation – 128 GB), valued at \$320 which it wish to donate to the District; and

WHEREAS, the donation is to be used for the 2019 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of an iPad (6th Generation – 128 GB) valued at \$320 from Johnson Controls, Inc.; and

RESOLVED, That the donation be used for the NFHS 2019 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Johnson Controls, Inc., in care of Ms. Johanna Mucciarelli, 6850 Main Street, Suite 3, Williamsville, NY 14221.

Motion by Nicholas Vilardo, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.02 APPROVAL OF RECEIPT OF GIFT FROM RONCO COMMUNICATIONS

Motion to approve receipt of gift from Ronco Communications

RECOMMENDATION:

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

Approval of receipt of gift from Ronco Communications.

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

WHEREAS, Ronco Communications had a 1 iPad (6th Generation – 32 GB), valued at \$250 which it donated to the District; and

WHEREAS, the donation was used for the 2019 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of an iPad (6th Generation – 32 GB) valued at \$250 from Ronco Communications; and

RESOLVED, That the donation was in fact used for the NFHS 2019 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Ronco Communications, in care of Ms. Jennifer Knickerbocker, 230 Metro Park, Rochester, NY 14623.

Motion by Nicholas Vilardo, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.03 Approval of Members of the City School District of the City of Niagara Falls Audit Committee for Period July 3, 2019 Through June 30, 2020

Approval of Members of the City School District of the City of Niagara Falls Audit Committee for Period July 3, 2019 Through June 30, 2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Members for City School District of City of Niagara Falls Audit Committee for the period of July 3, 2019 through June 30, 2020.

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 3, 2019 until June 30, 2020 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

Mary Ruth Davis	Vincent Cancemi
TBD	Kevin Dobbs
Ron Anderluh	Nicholas Vilardo
Jerry Petito	TBD
	TBD

as Members of the Audit Committee to serve for a term commencing July 3, 2019 and ending June 30, 2020 or until their replacement, whichever shall later occur.

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.04 Approval of School Lunch Budget for School Year 2019-2020

Approval of School Lunch Budget for School Year 2018-2019

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: School Lunch Budget for school year 2019-20

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 2019-20 School Lunch and Breakfast Budget has been developed according to the revenue and expenditure accounts specifically established for a School Lunch and Breakfast Fund; therefore be it

RESOLVED, That the Board of Education approves the school year 2019-20 School Lunch Budget in the amount of \$4,254,000.

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.05 Approval of Calendar of Board Activities for the Preparation of the General Fund Budget—2020/2021
Approval of Calendar of Board Activities for the Preparation of the General Fund Budget—2020/2021

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Calendar of Board Activities for the Preparation of the General Fund Budget—2019-2020

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.

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.06 Approval of Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant—2019/2020

RECOMMENDATION:

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

Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant—2019/20

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2019/20 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 April 11, 2019 and official adoption of budget on May 22, 2019 following voter approval on May 21, 2019, 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 \$19.54871502M; 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 \$19.54871502M; 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, 2019, be and ending June 30, 2019, as completed, be and the same hereby are confirmed and approved by the Board of Education of the School District of the City of Niagara Falls New York, as follows:

Ward	City Assessment Roll	Full Value Tax Rate	Real Property Tax Levy
1-15	\$1,321,262,752	\$19.54871502M	\$25,828,989

RESOLVED, That the School District Tax Collector of said City School District of the City of Niagara Falls, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2019, and ending June 30, 2020, 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.

Approval of Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant—2019/2020

Motion by Russell Petrozzi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.07 Approval of Fee Schedule for the Community Use of School Facilities – 2019-2020

Approval of Fee Schedule for the Community Use of School Facilities – 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Fee Schedule for the Community Use of School Facilities – 2019-2020.

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 2019-2020 school year; therefore, be it

RESOLVED, That the Board of Education hereby adopts and approves the attached Community use of Schools F

COMMUNITY USE OF SCHOOL FACILITIES

July 3, 2019 – June 30, 2020 – For Newly Scheduled Facilities Use

School	Employee	Monday/Friday	Overtime Rates Monday/Saturday 1.5	Overtime Rates Sunday 2
<i>School Hours</i>				
7:00 a.m. to 10:00 p.m.(NFHS, GPS, LPS)				
NFHS (Saturday only)	Custodian	O.T. after 2:00 p.m.	59.00	79.00
	Porter	O.T. after 3:00 p.m.	59.00	79.00

NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	59.00	79.00
NFHS (Saturday only)	Custodian	O.T. after 3:00 p.m.	56.00	75.00
GPS	Porter	O.T. after 10:00 p.m.	47.00	63.00
GPS	Custodian	O.T. after 3:00 p.m.	56.00	75.00
LPS	Porter	O.T. after 10:00 p.m.	47.00	63.00
LPS	Cleaner	O.T. after 10:00 p.m.	38.25	51.00
GPS	Cleaner	O.T. after 10:00 p.m.	38.25	51.00
School Hours				
7:00 a.m. to 10:00 p.m.				
H. F. Abate				
Cataract				
C.E.C.				
Hyde Park				
Kalfas Mann				
Maple				
Niagara St.	Custodian	O.T. after 3:00 p.m.	56.00	75.00
79th St.	Porter	O.T. after 10:00 p.m.	47.00	63.00
	Cleaner	O.T. after 10:00 p.m.	38.25	51.00

2019-2020

CHARGES
FOR
USE OF
FACILITIES
AND
SPORTS
FIELDS

July 3, 2019 - June 30, 2020

1.) Facility Use - Base Fee Per				Resident	Non-Resident				
Performing Arts Center(PAC)				\$	\$				
Pool (High School)				\$	\$				
Pool (All other)				\$	\$				
Field House/Concession Stand Facility				\$	\$				
NFHS Stadium. Baseball Fields Facility				\$ 50.00	\$				
Add: Field Prep (if chosen)				\$	\$				
Nicoletti Field Facility				\$	\$				
Add: Field Prep (if chosen)				\$	\$				
Add: Field Lights (if chosen)				Rate determined by # of events per billing cycle. Check with district					
Nicoletti Field (softball) Facility				\$	\$				
Add: Field Prep (if chosen)				\$	\$				
Add: Field Lights (if chosen)				Rate determined by # of events per billing cycle. Check with district					
All other sports Field				\$	\$				
2.) ADD to Facility Use Base									
Fee for Number Attending:									
		1 - 150		\$	\$				
		151 - 250		\$	\$				
		251 - 375		\$	\$				
		376 - 500		\$	\$				
		501 -		\$	\$				
		1,000 +		\$	\$				

[illegible]

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 of 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 filed the false report or gave the false information.

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

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.09 Approval of List of Impartial Hearing Officers for Students With Disabilities for the 2019/2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of List of Impartial Hearing Officers for Students with Disabilities for the 2019-2020 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, 2019 through June 30, 2020; 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 2019-2020 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.

Approval of List of Impartial Hearing Officers for Students With Disabilities for the 2019/2020 School Year

Motion by Kevin Dobbs, second by Ronald J Barstys.

Action: 6.10 Approval of Surrogate Parent(s) for Disabled Children for 2019/2020 School Year
Approval of Surrogate Parent(s) for Disabled Children for 2019/2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Surrogate Parents for Disabled Children for 2019-2020 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, 2019 through June 30, 2020 the following:

Lisa Cantanese

1134 Pasadena Avenue

Niagara Falls, NY 14304

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.11 Approval of Appointments to the Committee on Preschool Special Education for 2019/2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Appointments to the Committee on Preschool Special Education for 2019-2020 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, 2019 through June 30, 2020.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Meteer, Cheryl	Chairperson/Sp Ed/Gen Ed
Contento, Catherine	Chairperson/Speech Teacher
To be determined for each case	Member of Evaluation Team
Chester, Lisa	A certified or licensed professional designated by the agency charged with the responsibility of the child in the birth to two system
Tilton, Gail	A certified or licensed professional appointed by the county at its discretion

ALTERNATE MEMBERS

Bryan Rotella	District Representative/Psychologist
Kenneth Krieger	District Representative/Psychologist
Francis Coney	District Representative/Psychologist
Lisa Cantanese	Parent

Approval of Appointments to the Committee on Preschool Special Education for 2019/2020 School Year

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.12 Approval of Appointments to the Committee on Special Education for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Appointments to the Committee on Special Education for 2019-2020 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, 2019 through June 30, 2020.

CENTRAL COMMITTEE ON SPECIAL EDUCATION

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

- James Spanbauer
- Lynne Tompkins
- Richard Carella
- Jeffrey Showers
- Maria Chille-Zafuto
- Tina Smeal
- Jerry Orfano
- Cynthia Jones
- Sheila Smith
- Rocco Merino
- Italo Baldassarre

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Maria Meranto
- Corinna Scozzaro
- Anargyros Halaris

PSA's

- Don McCoy
- Courtney McCreary
- Carlos Bradberry
- Kelli Kneepple
- Holly Rodgers-Parker
- Rick Forgione
- Karen Grana
- Ken Jones
- Beth Fagiani
- Jan Horton
- Goldie Burton
- Janine Carlo
- 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 Laurrie
- School-Based Administrative Staff
- Special Education Department Chairpersons

Approval of Appointments to the Committee on Special Education for 2019-2020 School Year

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.13 Approval of Appointment of the Dignity Act Coordinator(s) in Accordance of Article 2 of New York State Education Law, the Dignity for All Students Act and Pursuant to New York State Education Law Sections 10 – 18

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of appointment of Dignity Act Coordinators pursuant to New York State Education Law sections 10 – 18.

WHEREAS, Section 10 – 18 of the New York State Education Law requires the Board of Education to appoint at least one Dignity Act Coordinator at each school building in accordance to the Dignity for All Students Act, trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex; and

WHEREAS, Any additions or amendments to the Dignity Act Coordinators must be approved by the Board of Education; and

WHEREAS, the District must appoint the Dignity Act Coordinators in accordance of the Dignity for All Students Act effective July 1, 2012; and

WHEREAS, the appointment of the Dignity Act Coordinators must be approved by the Board of Education, and the names and contact information shared with all school personnel, students, and parents/persons in parental relation; and

WHEREAS, the Superintendent and the Board of Education are authorized to appoint the appropriate school employees as Dignity Act Coordinator(s) at each school building in accordance to the Dignity for All Students act for the period commencing July 1, 2019, through June 30, 2020; therefore be it

RESOLVED, That the appointments of the following persons as Dignity Act Coordinators for the City School District of the City of Niagara Falls for period commencing July 1, 2019, through June 30, 2020, and they hereby are ratified and confirmed:

Maple Elementary School

Maria Chille-Zafuto
Linda Blake

Kalfas Elementary School

Italo Baldassarre
Rebecca Tantillo

Harry F. Abate Elementary School

Lynne Tompkins/Diane Bianco
Cathy Touma-D'Angelo
Kristina Zaffron

Niagara Street Elementary School

Rocco Merino/Dorothy Brundidge
Michele DiGregorio
Amanda Vail

Hyde Park Elementary School

Gerald Orfano/Kathleen Urban
Tiffany Bradberry

Cataract Elementary School

Jeffrey Showers

Molly Kurek

Seventy-Ninth Street Elementary School

Diane Coty

Amy Milleville

Geraldine J. Mann Elementary School

Tina Smeal

Thomas Zafuto

Gaskill Preparatory School

Sheila Smith/Stanley Wojton

Schurron Cowart

Stephen Zafuto

LaSalle Preparatory School

James Spanbauer

James Hutchinson

Justine Tambroni

Niagara Falls High School

Cynthia Jones

Adam Bianco

Marc Daul

Nicole Gall

Maria Mascaro-Sinatra

Tammy Novak

Rose Rajczak

Ebone Rose

Rachel Rotella

Community Education Center

Andrew Touma

Linda D'Amore-O'Grady

Approval of Appointment of the Dignity Act Coordinator(s) in Accordance of Article 2 of New York State Education Law, the Dignity for All Students Act and Pursuant to New York State Education Law Sections 10

– 18

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.14 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 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Renewal of Retainer Agreement between the City School District of the City of Niagara Falls and Angelo Massaro dba Hovey & Massaro for services as School District Attorney.

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 \$111,302 for the year commencing July 3, 2019, and terminating June 30, 2020; 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 3rd day of July, 2019, 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 3rd day of July 2019, and continuing thereafter until the 30th day of June 2020 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 \$111,302 per year, payable in equal monthly installments of \$9,275.17. 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 4th day of July 2019 and shall continue until the 30th day of June 2020. Thereafter this Agreement shall automatically renew for additional one-year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

CITY SCHOOL DISTRICT OF THE CITY OF Niagara Falls

By _____

President

Angelo Massaro dba Hovey & Massaro

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 2019-2020

Motion by Earl F Bass, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.15 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 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: 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 for services as Deputy School District Attorney 2019-2020

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 \$105,238 for the year commencing July 3, 2019 and terminating June 30, 2020; 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 3rd day of July, 2019, 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 3rd day of July 2019, and continuing thereafter until the 30th day of June 2020 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 \$105,238 per year, payable in equal monthly installments of \$8,769.83. 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 3rd day of July 2019 and shall continue until the 30th day of June 2020. Thereafter this Agreement shall automatically renew for additional one- year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By _____
President

James C. Roscetti, Esq.

Motion to approve 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 2019-2020

Motion by Earl F Bass, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.16 Approval of Renewal of Agreement With Dr. Michael Beecher for Director of School Health Services-07/03/19--06/30/20

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Regular Board Meeting

July 2, 2019

6.16 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/03/19--06/30/20

BACKGROUND INFORMATION:

On July 6, 2000, Dr. Michael Beecher was appointed as the Director of School Health Services. Since that time, Dr. Beecher has served in an extraordinary fashion and the Health Services Department has recommended his continuation as Director of School Health Services.

This action was prepared by Mr. Mark Laurrie, Superintendent, and Mr. Angelo Massaro, School District Attorney, and the proposed resolution was reviewed by Mr. Angelo Massaro.

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

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Renewal of Agreement with Dr. Michael Beecher for Director of School Health Services 07/03/19-06/30/20

WHEREAS, The Health Services Department has recommended that the Niagara Falls City School District continue the services of Dr. Michael Beecher as Director of School Health Services for the period 07/03/19 through 06/30/20 for a sum of \$46,145 annually for the services to be performed pursuant to this Agreement payable in twelve (12) equally monthly installments of \$3,762.08. Such payment shall be made on the last day of each month during the term of this Agreement; and

WHEREAS, An executed copy of the Agreement is on file in the Business Office; therefore be it

RESOLVED, That Dr. Michael Beecher's services be continued and he be and hereby is re-appointed as Director of School Health Services; and be it further

RESOLVED, That the attached Agreement providing for the continuation of Dr. Beecher's services as Director of School Health Services and the terms of his service, including compensation to be paid therefore, be and the same is hereby approved; and be it further

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

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

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

**DIRECTOR OF SCHOOL HEALTH SERVICES
EMPLOYMENT AGREEMENT**

This Agreement made this 3rd day of July, 2019, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS ("District") and MICHAEL S. BEECHER, M.D. a physician duly licensed and qualified to practice as such in and by the State of New York and having his office in Niagara Falls, New York 14092, ("Physician").

WHEREAS, The District desires to retain the Physician as Director of School Health Services pursuant to the provisions of Section 902 of the Education Law of the State of New York, upon the terms and conditions as herein set forth; and

WHEREAS, The Physician has consented and agreed to serve as Director of School Health Services and furnish certain health care services for the District, upon the terms and conditions as herein set forth;

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

FIRST: The District retains the Physician as Director of School Health Services and the Physician agrees to serve the District as Director of School Health Services and perform health care services as provided in paragraph "SECOND": SCOPE OF SERVICES" of this Agreement, for a period commencing July 3, 2019, and continuing thereafter until the 30th day of June 2020, as provided in paragraph "SEVENTH" for an amount and payable as provided in "THIRD" paragraph of this Agreement.

SECOND: The Physician shall, during the term of this Agreement, perform all professional duties and services inherent in the functions, responsibilities and position of Director of School Health Services of the District as provided by law, including without limitation the specific duties enumerated in Schedule "A" hereto attached.

THIRD: The District shall pay the Physician the sum of \$46,145 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,762.08. Such payment shall be made on the last day of each month during the term of this Agreement and any renewed term hereof.

In addition to the amount to be paid the Physician as provided herein the District shall pay the Physician the sum of 75.00 per hour for additional time over and above the hours scheduled in paragraph "FOURTH", for which payment shall be made on a monthly basis upon Physician submitting such invoice as required by the District.

FOURTH: It is expressly understood and agreed that the Physician shall be required to devote three (3) hours per calendar week for not more than 45 calendar weeks to the performance of his duties as such Director of School Health Services, the particular weeks and dates for the performance of such duties to be as designated by the District, with due consideration by the District however, to the necessary demands of the Physician's other professional responsibilities.

FIFTH: The Physician shall in all respects be and is an Independent Contractor in all respects in performing the duties, responsibilities and functions of a statutory officer of the school district, to wit, its Director of School Health Services, responsible only for the due performance of the duties of that office under the requirements of the applicable laws and statutes and proper and ethical medical practice. The District shall not pay the Physician any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurances and/or any insurances.

SIXTH: The Physician shall be covered by and maintain professional liability insurance issued by a company acceptable to the District same being an occurrence type policy with monetary limits of One Million Dollars (\$1,000,000.00) to Three Million Dollars (\$3,000,000.00). Copy of insurance policy shall be made available to the District at least 10 days before the commencement of the term of this Agreement and any renewed term thereafter. The Physician is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law

SEVENTH: This Agreement shall commence on the 3rd day of July 2019, and shall continue until the 30th day of June 2020, and shall thereafter automatically renew for additional one year periods

subject to approval of the District or unless either party serves written notice to the other at least 60 days prior to the termination of the original term or any renewed term of its/his intention to terminate this Agreement. All terms and conditions of the Agreement shall apply to any renewed term, except that the amount to be paid the Physician for services as provided in "THIRD" paragraph shall increase 5% per year commencing on July 1 of each renewed term and continue until June 30 of the following year or the date of earlier termination as herein provided, whichever occurs sooner. Notwithstanding anything herein to the contrary, the District may terminate this Agreement for any reason at any time during the original term or any renewed term of this Agreement upon giving the Physician 30 days notice of its intention to terminate, and this Agreement shall terminate upon the expiration of the 30 days.

EIGHTH: This Agreement shall in all respects be subject to all laws and statutes applicable to the subject matter as now provided or hereafter amended.

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

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

By: _____
President

By: _____
Michael S. Beecher, M.D.

SCHEDULE "A"

The school physician works closely with school administration and school administration and nursing personnel in planning, developing, and implementing a sound, comprehensive school health program which provides services and facilities to promote health and wellness. He/she cooperates with members of Health, Physical Education and Health Services Staff in health promotion, coordination of efforts and utilization of health information available to the schools.

Duties & Responsibilities:

1. Deliverer of Health Services
 - a. Provides collaboration with the Nurse Practitioners who complete the physical examination in accordance with Educational Law and school district policy.
 - For children who do not present a certificate from their family physician upon entering school in grades 1,3, 5, 7 and 10. New Enterers and Special Education Students.
 - For children as may be indicated after referrals by school personnel.
 - As a member of the Committee on Special education, to conduct such special examination as indicated or special class placement or other instruction of the physically handicapped, mentally retarded, and the emotionally disturbed child, or prior to their return to a regular class program.
 - Collaborates with Nurse Practitioner for all students participating in interscholastic activities.
 - Collaborates with Nurse Practitioners for applicants for employment certificates.

- Collaborates with Nurse Practitioners for candidates for district employment and periodically for food service personnel in accordance with school district policy.

2. Manager of Health Care

- Collaborates with school nursing personnel to establish policies governing procedures to be followed in the event of injury or emergency illness of child or employee. Written protocols governing first aid should be reviewed and signed annually by the school physician.
- Collaborates with school nursing personnel in interpreting Public Health Laws governing control of communicable diseases and establishing policies and procedures governing the exclusion and readmission of pupils in connection with infectious/contagious disease.

3. Consultant for Health Concerns

- Serves as a member of the Committee on Special Education and participates with the psychologist, special education teacher, school nursing personnel and other school personnel in case conferences when such are indicated.
- Assists school nursing personnel in follow-through efforts to secure remedial care for children found to have physical or mental defects.
- Collaborates with school personnel to recommend adjustments of the educational program in accordance with individual pupil's health needs and consults with parents, teachers, and pupils concerning the same.
- Acts as a consultant to school administrators and school health personnel on medical problems or practices that are in conflict with the health and safety needs of the total student population.
- Acts as a liaison agent between school and local physicians and interprets school health policies and practices to local area medical community and community at large.
- At request of school personnel, provides in-service training on matters such as critical health issues and new developments in health care.
- Provides health information individually and in groups to pupils, teachers, school nursing personnel, and school administrators.
- In cooperation with the health education curriculum committee, reviews the health literature, instructional materials and course content used in the school for accuracy and relevance and recommends changes to the school administration.

4. Promoter of Sound Health Care Practices

- Collaborates with committee on the buildings and grounds to detect possible health or safety hazards.
- Collaborates with school staff reviewing all reports of accidents, reviews excuses from physical activities, and interprets medical certificates.

- c. Works with school administrators and school nursing personnel to develop a public information program promoting school health.

Approval of Renewal of Agreement With Dr. Michael Beecher for Director of School Health Services-07/03/19--06/30/20

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.17 Approval of Renewal of Agreement With National Employers Council, Inc. (NEC) to Act as a Third Party Administrator for the District's Unemployment Insurance Program—2019-20

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Appointment of and Renewal of Agreement with National Employers Council, Inc. (NEC) to Act as a Third-Party Administrator for the District's Unemployment Insurance Program—2019-2020.

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 \$3,848 per year, payable quarterly in four (4) equal installments of \$962.00; 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 3, 2019, through June 30, 2020; 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)
NIAGARA FALLS CITY SCHOOL DISTRICT

ACCOUNT NUMBER(S)
04-65079

This Agreement will remain in effect for a ONE year period from July 3, 2019 through June 30, 2020 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 \$3,848.00 payable in quarterly installments of \$962.00. After the first year, NEC reserves the right to modify this quarterly charge by submitting sixty days written notification of the proposed new fee. There is a one-time set-up fee of N/A.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

NATIONAL EMPLOYERS COUNCIL, INC.

Signature

Signature

Date

Date

Motion to approve of Renewal of Agreement With National Employers Council, Inc. (NEC) to Act as a Third Party Administrator for the District's Unemployment Insurance Program—2019-20

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.18 Approval to the Agreement Between the City School District of the City of Niagara Falls and Western New York Occupational Health, LLC 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Renewal of Agreement between the City School District of the City of Niagara Falls and the WNY Occupational Health , LLC, **with current rates.**, 2019-2020.

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, The WNY Occupational Health, LLC provides health services; 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 3, 2019, and ending June 30, 2020, 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 3rd day of July 2019, 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 covenance and agreements herein contained, the parties hereto agree as follows:

1. During the 2019-20 school year, commencing on July 3, 2019, 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	\$55
3. Physician consultation	\$85/hr.
4. Case management 8:00 a.m.	\$200/month

to 11:00 p.m.

5.	PPD/Mantoux Testing	\$15
6.	DOT Drug Test	\$53
7.	Breath Alcohol	\$23
8.	HBsAb Antibody	\$29
9.	Hepatitis B Vaccination	\$55/shot, \$165/series

*Medical treatment for work related conditions are billed at the NYS Workers Compensation Fee Schedule. An additional fee for specific treatment may include crutches, splints, tetanus, or x-rays.

Miscellaneous Radiology Fees:

X-ray/ankle (3 views)	62.34
Elbow	62.34
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 3, 2019 and terminate on June 30, 2020, provided, however, the District shall have the right to sooner terminate this agreement upon 30 days written notice to Occupational Health.

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

CITY SCHOOL DISTRICT OF THE CITY OF

NIAGARA FALLS, NEW YORK

By: _____

WNY OCCUPATIONAL HEALTH, LLC

By: _____

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Approval to the Agreement Between the City School District of the City of Niagara Falls and Western New York Occupational Health, LLC 2019-2020

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.19 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—7/03/19 – 6/30/20

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: 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—7/03/19 – 6/30/20;

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 3, 2019 through June 30, 2020, and

WHEREAS, The fee for these services is \$44,560 which is to be paid in two payments of \$22,280.00 payable on December 1, 2019 and June 1, 2020; 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 3, 2019 and terminating June 30, 2020; 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

City School District Of the City Of Niagara Falls

2019-2020 School Year

This Physical Rehabilitation Agreement, made this 3rd day of July, 2019 by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMCC) and CITY SCHOOL DISTRICT OF CITY NIAGARA FALLS (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 one (2) certified athletic trainers for approximately 25 hours per week total to the agency, as indicated in Attachment(s) A and B. An average of 25 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 2019-2020 pursuant to this Agreement in the amount of Forty-Four Thousand Five Hundred sixty dollars (\$44,560.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$22,280.00, one each due and payable on December 1, 2019 and June 1, 2020. 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 August 1, 2019 and terminate on June 30th, 2019 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: City School District Of the
City Of Niagara Falls
631 66th Street
Niagara Falls, NY 14304

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

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

20. CAPTIONS

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

21. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above set forth.

City School District of the City of Niagara Falls

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

EXHIBIT A SERVICES

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide all Agency-required Athletic Trainer staffing, documentation and services including:

A. Evaluations: Athletic trainers perform on-field evaluations and evaluations within the Training room of acute and chronic sports injuries from all athletic teams within Niagara Falls High School. These evaluations are documented and then referred to the Emergency room or to their family physician by the athletic trainer. These evaluations are then sent to the school nurse practitioner, parent/guardian and coach. Based on the severity of the injury, the parent/guardian is notified by the staff athletic trainer who evaluated the injury. Assessment and treatment plan is determined based on the evaluation.

B. Re-evaluations: Athletes are re-evaluated daily based on the injury. The athletic trainer may determine return to play. This may also be based on the MD evaluation and/or Nurse practitioner evaluations of Niagara Falls High School. Once return to play has been determined, the athlete is re-evaluated by the athletic trainer at a sport specific level.

C. Progress Evaluations: Progress is monitored by the athletic trainers based on the injury in the case of prevention and/or protection for return to play. Treatment may be performed based on MD evaluation or referral for treatment in the training room.

D. Agency Staff and Family Education: This consists of educating the athlete and family on the injury, such as giving home instructions on injury management. Education consists of prevention, recognition and rehabilitation of a specific injury. Also, preseason educational presentations to booster clubs and athletic teams on the prevention of injuries. Coaches are educated and updated on each athlete who is injured to determine possible return to play.

E. Agency Staff In-servicing: Staff from NFMMC may provide CPR/AED and First Aid training for coaches, nurses and nurse practitioners from Niagara Falls High School. Pricing available for courses.

F. ATC will manage the distribution of AED's to the coaching staffs of each season at NFHS.

G. Athletic training staff will work with Athletic dept. on implementing and managing concussion management policy and program with ImPACT testing. ATC's will work with district's athletic director on testing of student athletes for baseline testing prior to each season for football, soccer, wrestling, hockey, basketball, and Lacrosse sports.

EXHIBIT B

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

The (2) certified athletic trainer(s) (AT's) provided by NFMCM Rehabilitation Services will be BOC certified and NYS licensed, and will work approximately 25 hours per week. Coverage for Niagara Falls High School will be during the fall, winter, and spring sports seasons with coverage to be concentrated on days of highest athletic participation and/or days of contact and collision type sports activity.

Typical Hours of Service will be:

Fall season:

Staffed AT for preseason summer camps (football, soccer, x-country, volleyball, swimming)
Staffed AT in training room at NFHS (230pm-6pm) M-F on non-game days
On-site AT for home football, home men's and women's soccer games, home men's and women's volleyball matches, home women's swim meets
AT for away Varsity and JV football games
AT for Home modified football games
Saturday hours TBD based on practice and game schedule

Winter season:

AT for home NFL (Niagara Frontier League) wrestling matches (No tournaments unless held at NFHS), Home men's and women's basketball games. Travel with basketball during playoffs when feasible.
AT for home men's swim meets
AT for home modified wrestling matches
AT for home and away Varsity federation hockey games schedule TBD and ATC for playoff games.
Staffed AT in training room at NFHS (230pm-6pm) M-F on non-game days
Saturday hours TBD as per need

Spring season:

AT for home baseball/softball games, home track meets, and modified, JV and Varsity Women's Lacrosse games
Staffed AT in training room at NFHS (230pm-6:00pm) M-F on non-game days
Saturday hours TBD as per need

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—
7/03/19 – 6/30/20

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.20 Approval of Renewal of Agreement With NCA Comp to Act as Service Agent for the Workers' Compensation Self-Insurance Program— July 1, 2019 To June 30, 2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Renewal of Agreement with NCA Comp to Act as Service Agent for the Workers' Compensation Self-Insurance Program—July 1, 2019 to June 30, 2020.

WHEREAS, The principle of self-insurance for workers' compensation is fiscally sound; and
WHEREAS, NCA Comp has acted as Service Agent for the District's self-insurance Workers' Compensation Program; and

WHEREAS, Monies in the amount of \$845,000.00 from appropriation code A9040.804 have been budgeted which includes the Service Agent's fee; and

WHEREAS, NCA Comp has provided quality management services in the past; therefore be it

RESOLVED, That the Board of Education approve the Agreement, attached hereto, with NCA Comp to act as Service Agent for workers' compensation matters for the period July 1, 2019, through June 30, 2020; and

RESOLVED, That NCA Comp be paid a fee of \$55,416.00 annually at a rate of \$4,618.00 per month for the duration of the contract; and

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

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

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

SELF-INSURED WORKERS' COMPENSATION

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT, is made this first day of July, 2019, by and between The City School District of the City of Niagara Falls, New York hereinafter referred to as the Client, incorporated under the laws of the State of New York and having its office for the transaction of business in Niagara Falls, New York, and NCAComp, Inc., a domestic corporation organized under the laws of the State of New York, having an office for the Transaction of business at 14 Lafayette Square, Ste 700, Buffalo, New York 14203, hereinafter referred to as the Service Representative.

WITNESSETH

WHEREAS, Client has duly qualified certain of its legal entities as Self-Insurers under the Workers' Compensation Laws of the State of New York, and desires to provide for claim and administrative services in connection with its self-insurance program and investigation and handling of claims arising under the Workers' Compensation Laws in connection with the past, present or future self-insured operations of the Client in said state, and:

WHEREAS, the Service Representative is engaged in the business of providing the desired services.

NOW, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I

TERM: The Client hereby retains the Service Representative to perform the services hereinafter enumerated for the term of one (1) year beginning July 1, 2019 and ending June 30, 2020, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to terminate to the Service Representative. **between July 1 and September 1 of each year of the original term and the renewed term of this Agreement.** Client agrees to pay the Service Representative the fees and remuneration hereinafter provided for; and the Service Representative hereby accepts such retainer and agrees to perform such services for the Client for the duration of such terms and agrees to accept in full payment for such services, said fees and remuneration.

ARTICLE II

SERVICES TO BE PROVIDED:

The services to be performed by the Service Representative are the following, insofar, as they connected with the Client's operation in the State of New York:

1. Preparation of workers' compensation forms SI-4, SI-4.1, SI-4.2, SI-10.1, SI-10.1M and GA1.6 for the Self-Insurance Office as required by the Laws of New York.
2. Making periodic visits to the State Self-Insurance Office to discuss increases and decreases of security deposit and the general status of self-insurance.

3. Preparation and filing of claim forms required by the Workers' Compensation Law.
4. Maintain complete claim files.
5. Investigating claims under the said Workers' Compensation Law as Service Representative deems appropriate. All costs of such investigations shall be charged to the claim file. These costs will not be incurred without the consent and approval of the Client.
6. Preparing and mailing compensation payment drafts or checks.
7. Preparing and providing monthly or quarterly reports of accidents which have been reported to the Service Representative by the Client, together with cost summaries, whenever requested by the Client.
8. (a) Arrange for representation at Workers' Compensation hearings before Administrative Law Judges of the Workers' Compensation Board by licensed or legal representative with the cost of such representation being paid as a claim file expense.
 (b) Implementing Client's instructions to refer to and cooperate with legal counsel, designated by the Client, on selected claims for handling in either administrative or court proceedings, with the cost thereof being borne by the Client; and
 (c) Withdrawing representation for the Client in those claims where the Service Representative cannot adequately represent the interests of multiple employers with respect to a single claimant and the Client is likely to be adversely affected by the Service Representative's multiple representation, where upon the Client will retain legal counsel of its choice, at its own expense, to serve as the employer's representative in all such claims.
9. In the event of an appeal, retaining competent legal services to execute said appeal and provide representation, if necessary at Board Panel hearings with such expenses to be treated as a claim file expense.
10. In the event of an appeal of the Appellate Court, the Service Representative will recommend legal counsel to the Client. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be borne by the Client and paid as a claim file expense.
11. Provide and/or coordinate medical case management when, in the judgment of the Service Representative, it is in the Client's best interest. Case management expenses are to be paid as a claim file expense.
12. Arrange for the review of all medical bills for conformance with the New York WC fee schedule and reduce these bills to the proper amount when the fee schedule is exceeded. Charges for bill review services are to be paid as a claim file expense.
13. Create customized reports for client when requested to do so. Any necessary charges for this service will be passed through Service Representative to Client at cost, without markup.
14. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. The Service Representative agrees to turn over to the Client all records pertaining to this program at the completion of this agreement. Client shall pay any expenses of transferring data to Client at the end of this Agreement.
15. Maintain bonding in accordance with prudent practices and supply Client with evidence of bonding upon request.
16. The services herein provided for will also be performed in connection with any existing self-insured claims.
17. When Service Provider is the Broker of Record on the Client's excess workers' compensation insurance policy, to make the required reports to the excess carrier including the first report of injury. When specific or aggregate excess claims are established, to make periodic reimbursement requests to the excess carrier on behalf of the Client.

ARTICLE III

THE CLIENT AGREES:

1. To promptly report to the Service Representative all accidents coming to its attention involving any of its employees in New York. These reports shall be on forms as directed by the New York Workers' Compensation Board.

2. To pay to the Service Representative as full compensation for services as enumerated herein, an annual fee amounting to \$55,416 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:
 - (a) On the first day of July 2019, and on the first day of each month thereafter during the term of this Agreement, the sum of \$4,618.00
 - (b) In addition to Service Provider's fee, Client shall be responsible for all claim file expenses identified herein.
3. Reasonable charges may be made by the Service Representative for complying with new regulations or new reporting requirements that may be adopted by the Workers' Compensation Board or any other regulations adopted by any other government agency which requires the Service Representative to invest in new software and/or hardware. Service Representative shall notify the Client at least 30 days prior to additional charges. Additional charges shall be negotiated with the Client but in no event shall exceed 5% of the annual contract price.
4. To provide sufficient funds in the claims account to enable Service Representative at all times to pay Claims and Loss Adjustment Expenses in accordance with the terms and conditions of this Agreement.
5. To authorize and hereby does authorize Service Representative to withdraw from the claims account such funds as may be necessary to enable Service Representative to pay claims, claim expenses and the Service Representative Fee referred to in paragraph 2 and 3 of Article III.
6. To pay the cost of programmers' time (at a rate not to exceed the cost to the Service Representative, without markup) required to create customized reports which are requested by the Client. This includes the cost to create an online environment to allow Client direct access to their claim files on the Service Representative's computer system.
7. To indemnify and hold Service Representative harmless from and against any and all expenses incurred by Service Representative by reason of claims or allegations of third parties in connection with the performance of this Agreement **excepting however, claims resulting from the negligent acts or omissions of the Service Representatives, its agents, servants and/or employees. including any damage or expense incurred by reason of (i) any act or omission of Service Representative taken or omitted to be taken at the direction of Client; (ii) Service Representative being named in litigation in connection with or related to its services hereunder; (iii) Service Representative failure to settle a Claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent, or willful act, error or omission by Service Representative); or (iv) Service Representative's failure to pay any claim or Loss Adjustment Expense on a timely basis due to Client's failure to comply with Article III, Paragraphs 3 and 4 hereunder.**

ARTICLE IV

INSURANCE:

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

The Service Representative shall maintain general liability insurance in amounts acceptable to the **Client**. All policies shall name the Client as an additional part insured. Certificates of insurance shall be filed with the Client prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that the coverage afforded under the policies will not be cancelled until at least thirty days prior written notice given to the Client.

Service Representative is responsible for all withholding taxes, insurances and unemployment.

ARTICLE V

GOVERNING LAW:

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of New York.

ARTICLE VI

INVALID PROVISIONS:

In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with applicable law, then the validity of the other provisions of this Agreement shall not be deemed to be adversely affected but shall remain in full force and effect.

ARTICLE VII**AMENDMENT AND WAIVER:**

No amendment or waiver of any provision of this Agreement, and no consent to any departure therefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No notice or any other communication given by one party hereto to the other party shall be construed to constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

ARTICLE VIII**ENTIRE AGREEMENT:**

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exists no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

ARTICLE IX**NOTICES:**

All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to Service Representative:

NCAComp, Inc.
Attn: Erin Jordan
Rand Building, Suite 700
14 Lafayette Square
Buffalo, NY 14203

If to Client:

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

ARTICLE X**ASSIGNMENT:**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE XI**BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

ARTICLE XII

DISPUTE RESOLUTIONS:

Any disputes under this Agreement shall be finally determined by a single arbitrator in arbitration proceedings, which may be brought by either party, in Buffalo, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event of any arbitration in any way arising out of or relating to this Agreement, each party shall pay their own costs and expenses. Notwithstanding the foregoing, either party may at its option avail itself of any and all legal remedy it has in law or in equity including commencing an action at law for damages resulting from the claimed violation of any provisions of this Agreement, upon giving the other party 30 days notice of its intention to commence such action instead of proceeding with arbitration.

ARTICLE XIII

COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

For: City School District of the
City of Niagara Falls

For: NCAComp, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Erin G. Jordan
Title: CEO
Date: _____

Motion to approve Renewal of Agreement With NCA Comp to Act as Service Agent for the Workers' Compensation Self-Insurance Program— July 1, 2019 To June 30, 2020

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.21 Approval of Agreement Between the City School District of the City of Niagara Falls, New York, and Probe Services

RECOMMENDATION:

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

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

Approval of Agreement Between the City School District of the City of Niagara Falls, New York, and Probe Services

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.22 Approval of Contract With the City of Niagara Falls to Provide All Services for the Billing and Collection of Property Taxes for Real Property Taxes Levied by the City School District of the City of Niagara Falls

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of the Contract with the City of Niagara Falls to provide all services for the billing and collection of property taxes for Real Property Taxes levied by the City School District of the City of Niagara Falls.

WHEREAS, The School District annually levies an amount of money to balance its budget in accordance with state laws; 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 by the vote; 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 2019-2020 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2018-2019) of \$65,019.67 increased by the Regional Northeast CPI for calendar year 2019, when it has been determined, which includes the cost of postage; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract with the City of Niagara Falls to provide all necessary services for the billing and collection of the School District's tax levy for 2019-2020; 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 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 2019-2020 the City of Niagara Falls the amount of \$63,807.34 plus the CPI increase for calendar year 2019 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 3, 2019 and end on June 30, 2020. 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 2019 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 \$65,019.67 plus the CPI for calendar year 2019 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

Motion to approve Contract With the City of Niagara Falls to Provide All Services for the Billing and Collection of Property Taxes for Real Property Taxes Levied by the City School District of the City of Niagara Falls

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.23 Approval of Contract for Professional Consultant Services by Independent Contractor for Grant Preparation- Battaglia & Associates Resource Development Consultants, Inc. 7/5/19-06/30/20

RECOMMENDATION:

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

Approval of Contract for Professional Consultant Services by Independent Contractor for Grant Preparation—Battaglia & Associates Resource Development Consultants, Inc. 7/3/2019-6/30/2020;

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 3, 2019 through June 30, 2020; 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 3rd day of July, 2019 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Battaglia & Associates Resource Development Consultants, Inc., 4498 Main Street, Suite 22, Amherst, NY 14226, the second party.

WITNESSETH:

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

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

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

- 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 3, 2019 through June 30, 2020, 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.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marie Battaglia

President, Board of Education

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

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

On this _____ day of July 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Approval of Contract for Professional Consultant Services by Independent Contractor for Grant Preparation-Battaglia & Associates Resource Development Consultants, Inc. 7/3/19-06/30/20

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.24 APPROVAL OF EXTENSION OF PLANNED SERVICE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. FOR THE 2019-2020 FISCAL YEAR

RECOMMENDATION:

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

Approval of the Extension of the Planned Service Agreements between the
City School District of the City of Niagara Falls and Johnson Controls, Inc.
for fiscal year 2019-2020.

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 Services 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. for Board approval; and

WHEREAS, The current planned services agreement expires on June 30th, 2019; and

WHEREAS, The District will be adding and upgrading its "Security and Surveillance Systems over the course of the next year; and

WHEREAS, The District and Johnson Controls, Inc. both agree it prudent to complete this work before committing to any long-term agreement; therefore, be it

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for Security and Surveillance Systems, attached hereto, between the City School District of the City of Niagara Falls City and Johnson Controls Inc. for an additional year (07/01/2019 through 06/30/2020); and; be it further

RESOLVED, That the terms and conditions of the Agreement are subject to such further requirements the Superintendent and the School District Attorney may deem appropriate; 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.

Motion to approve EXTENSION OF PLANNED SERVICE AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. FOR THE 2019-2020 FISCAL YEAR

Motion by Vincent Cancemi, second by Anthony F Paretto.
Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.25 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 07/01/19 – 06/30/20

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: 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 07/01/19 – 06/30/20.

WHEREAS, The District determined that integration of technology 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 2019 -2020 the District chooses to again engage TEMPS. LLC for the services of Trainers, at agree price of \$45 per hour, Tier 3 interventionists, at agree price of \$30 per hour, for a total cost not to exceed Two Hundred Fourteen Thousand Twenty Dollars (\$214,020) and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2019 and ending June 30, 2020; 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 first day of July, 2019, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and T.E.M.P., LLC, 8649 Hennepin Avenue, Niagara Falls, NY 14304, (hereinafter "T.E.M.P., LLC").

WITNESSETH:

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

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Performance in support of District Technology Initiatives
- b) Provide technology training for teachers using district technology resources
- c) Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his/her designee. T.E.M.P., LLC shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P., LLC. Upon receipt of payment invoices, the District shall pay to T.E.M.P., LLC for its services hereunder, a sum of:

- For trainers: Forty-Five (\$45) 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 Fifty-Four Thousand Dollars (\$54,000).
- For interventionists: Thirty (\$30) per hour not to exceed 15 hours per week per individual, for 20 individuals, for a maximum total of 5,334 hours for the group, at a not to exceed cost of One Hundred Sixty Thousand Twenty Dollars (\$160,020);
- All for a maximum total cost not to exceed Two Hundred Fourteen Thousand Twenty Dollars (\$214,020).
- 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, 2019 to June 30, 2020, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

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

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

T.E.M.P., LLC

City School District of City Of
Niagara Falls

By _____

By _____

President
STATE OF NEW YORK)

President, Board of Education

) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA)ss:
)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve 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 07/01/19 – 06/30/20

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.26 Approval of Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and Maxim Health Care Services Inc., d/b/a MAXIM Staffing Solutions, for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and., d/b/a Maxim Staffing Solutions, for the period covering July 1, 2019 through June 30, 2020.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified LPNs for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Maxim Staffing Solutions who will provide qualified LPNs to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$45.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2019 and ending June 30, 2020; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached here to with Maximum Health Care Services, Inc. d/b/a Maxim Staffing Solutions to provide qualified LPNs for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$45.00 per hour for a period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the City School District of the City of Niagara Falls located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 392 Pearl Street, Suite 400, Buffalo, NY 14202 referred to in this Agreement as "MAXIM."

RECITALS

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

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

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

ARTICLE 1. TERM OF AGREEMENT

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

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

ARTICLE 2. RESPONSIBILITIES OF MAXIM

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

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

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

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

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

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

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

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1

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

- Section 3.2** **Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.
- Section 3.3** **Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4** **Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5** **Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6** **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).
- Section 3.7** **Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 3.8** **Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9** **Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- Section 3.10** **Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.
- Section 3.11** **Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries

known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

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

ARTICLE 5. COMPENSATION

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

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

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

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

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

ARTICLE 6. GENERAL TERMS

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

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

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

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided,

the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

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

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

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

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

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

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

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

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS
Signature

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

Printed Name & Title

Printed Name & Title

Date

Date

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

Charges will be based on the following hourly rate schedule effective Effective Date: July 1, 2019.

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

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

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

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

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

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

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS:

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

Signature

Signature

Printed Name & Title

Printed Name & Title

Date _____

Date _____

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF **NIAGARA**

)ss:
)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and Maxim Health Care Services Inc., d/b/a MAXIM Staffing Solutions, for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.27 Approval of Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and SHC Services Inc., d/b/a Supplemental Health Care, for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Contract for Professional Services by Independent Contractor between the City School District of the City of Niagara Falls and SHC Services Inc., d/b/a Supplemental Health Care, for the period covering July 2, 2019 through June 30, 2020.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified specialized supports for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Supplemental Health Care who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$38.00 - \$40.00 per hour; and

WHEREAS, The Agreement shall be effective for a term commencing July 2, 2019 and ending June 30, 2020; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Supplemental Health Care to provide qualified professionals for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$38.00 per hour for a period commencing July 2, 2019 and ending June 30, 2020; 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.

Motion to approve Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and SHC Services Inc., d/b/a Supplemental Health Care, for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.28 Approval of Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and Aries Transportation Services, Inc., for 2019 – 2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Contract for Professional Services by Independent Contractor between the City School District of the City of Niagara Falls and Aries Transportation Services, Inc., for the period covering September 1, 2019 through June 30, 2020.

WHEREAS, The District is obligated to provide appropriate transportation services to students with special needs; and

WHEREAS, The District has provided transportation supports for special needs students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aries Transportation Services, Inc. who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$675.00 per day; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2019 and ending June 30, 2020; 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, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$675.00 per day for a period commencing September 1, 2019 and ending June 30, 2020; 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 AMENDMENT dated the ____ day of _____ 2019, 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

_____ It is agreed to by both parties that the Agreement dated _____ will include the following:

Description

- Aries Transportation Services agrees to provide door to door transportation services for two Niagara Falls student and their nurses from their homes located at 9th St. (Student #1), and Willow Ave. (Student #2) in Niagara Falls, to the Aspire program located at 4635 Union Rd., Cheektowaga, and Autism Services program located at 124 Elmwood Ave., Buffalo, NY.

Requirements:

- Aries Transportation will pick up the nurse from NFCSD Central Administration Building located at 630 66th Street, Niagara Falls, NY at approximately 7:00 AM, and then proceed to the Student #1's home at 3121 9th St. Niagara Falls at approximately 8:00 AM and will transport them to the Aspire program located at 4635 Union Rd. Cheektowaga. Upon dropping the student off at Aspire, Aries will then return the nurse to NFCSD Central Administration Building.
- At approximately 1:15 PM, Aries will pick up the nurse from the NFCSD Central Administration Building and travel to the Union Rd. location to pick up Student #1 and transfer him home. Upon dropping the student off at his home, Aries will transport the nurse back to the NFCSD Central Administration Building.
- Aries Transportation will pick up the nurse from her home located in Tonawanda, NY at approximately 7:30 AM, and then proceed to the Student #2's home at 1706 Willow Avenue Niagara Falls at approximately 8:00 AM and will transport them to the Autism Services program located at 124 Elmwood Avenue, Buffalo, NY. Upon dropping the student off at Aspire, Aries will then return the nurse to her home.

- At approximately 2:30 PM, Aries will pick up the nurse from her home and travel to the Elmwood Avenue location to pick up Student #2 and transfer him home. Upon dropping Student #2 off at his home, Aries will transport the nurse back to her house.

Rates

- Aries Transportation will charge a fee of **\$675 per day** for the transportation of both students.

**City School District Of The City
City Of Niagara Falls**

Aries Transportation Inc.:

Name

Name

Board President

Title

Date

Title

Date

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this ___ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Contract for Professional Services by Independent Contractor Between the City School District of the City of Niagara Falls and Aries Transportation Services, Inc., for 2019 – 2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.29 Approval of Agreement with the Aspire of Western New York, Inc. for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Aspire of Western New York, Inc., for 2019-2020 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, 2019 and ending June 30, 2020; 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 2th day of July 2019, 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 2019-2020 school year, commencing on or about July 2, 2019, and ending June 30, 2020, 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 2019-2020 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, 2019, 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 2, 2019 and terminate June 30, 2020. 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: _____

President

Clerk

(SEAL)

Aspire of Western New York, Inc.

Attest:

By: _____
President

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Approval of Agreement with the Aspire of Western New York, Inc. for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.30 Approval of Agreement With Autism Services, Inc. for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with Autism Services, Inc. for 2019-2020 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 Autism Services, Inc. a copy of which is attached for the period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and AUTISM SERVICES, INC., 4444 Bryant & Stratton Way, Williamsville, New York, party of the second part, herein called the School,

WITNESSETH:

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

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

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

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 2019-2020 school year, commencing on or about July 2, 2019, and ending on or about June 30, 2020 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 2019-2020 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, 2019, 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, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Autism Services of its intention to terminate.

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

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

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

President

Clerk

(SEAL)

Autism Services, Inc.

Attest:

By: _____

President

Clerk

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Approval of Agreement With Autism Services, Inc. for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.31 Approval of Agreement With Baker Victory Services Schools for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with Baker Victory Services Schools for 2019-2020 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 Victory Services Schools a copy of which is attached for the period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and BAKER VICTORY SERVICES SCHOOLS, 650 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

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 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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 2019-2020 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, 2019, 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, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Victory of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

(SEAL)

CITY SCHOOL DISTRICT OF

THE CITY OF NIAGARA FALLS

Attest:

By: _____

President

Clerk

(SEAL)

BAKER VICTORY SERVICES SCHOOLS

Attest:

BY: _____

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of __July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this __ day of July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Agreement With Baker Victory Services Schools for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.32 Approval of Amending Agreement With BHSC Support Services, Inc. for On-Site Speech Therapy for 2019 – 2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with BHSC Support Services, Inc. for on-site Speech Therapy for July 1, 2019 – June 30, 2020.

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, 2019 and ending June 30, 2020; 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

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.

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.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services \$62.48 per hour effective July 2020- December 2020, and \$65.00 per hour effective January 2020- June 2020 for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.
2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of

forty-five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

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, 2019 until June 30, 2020 and will be reviewed by both parties on an annual basis.

For: BHSC Services Date

For: City School District of the City of Niagara Falls Date

NEW YORK STATE)
):ss
COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

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

On this __ day of ___, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his

signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Amending Agreement With BHSC Support Services, Inc. for On-Site Speech Therapy for 2019 – 2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.33 Approval of Agreement With Buffalo City School District - School 84 for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Buffalo City School District – School 84 for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

4. During the 2019-2020 school year, commencing on or about September 1, 2019, and ending on or about June 30, 2020, 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.
5. 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:
 - c. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - d. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
6. 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 2019-2020 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, 2019.

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: _____
Board of Education President

Clerk

(SEAL)

Buffalo City School District

Attest:

By: _____

Clerk

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July ____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Action: 6.34 Approval of Agreement With Buffalo Hearing & Speech Center for On-Site-Music Therapy
2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with Buffalo Hearing & Speech Center for 2019-2020 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, 2019 and ending June 30, 2020; 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 Music Therapy services to students with educational impairments 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.

II. Responsibilities of the School

1. The School agrees to pay the Buffalo Hearing & Speech Center, Center for Contract Services \$62.48 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minute Interval.
2. Travel time in/out for missed sessions will be charged if 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

Center in the amount of forty five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Center for court costs and attorney's fees incurred by the Center in enforcing this provision.

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, 2019 until June 30, 2020 and will be reviewed by both parties on an annual basis.

Buffalo Hearing and Speech Center _____ Date

Niagara Falls City School District _____ Date

Approval of Agreement With Buffalo City School District - School 84 for 2019-2020
School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi,
Nicholas Vilardo, Robert M Restaino, Paul Kudela

Approval of Agreement With Buffalo Hearing & Speech Center for On-Site-Music Therapy 2019-2020
School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi,
Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.35 Approval of Agreement With the Cantalician Center for Learning for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of
Agreement with the Cantalician Center for Learning for 2019-2020 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 Cantalician Center for Learning for the period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

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 2019-2020 school year, commencing on or about July 2, 2019, and ending on or about June 30, 2020, 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 2019-2020 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, 2019, 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, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Cantalician Center for Learning of its intention to terminate.

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

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

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

Board of Education President

Clerk

(SEAL)

CANTALICIAN CENTER FOR LEARNING

Attest:

By: _____

President

Clerk

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Agreement With the Cantalician Center for Learning for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.36 Approval of Agreement With Center for Handicapped Children for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Cantalician Center for Learning for 2019-2020 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 Cantalician Center for Learning for the period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

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:

4. During the 2019-2020 school year, commencing on or about July 2, 2019, and ending on or about June 30, 2020, 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.

5. 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:

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

6. 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 2019-2020 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, 2019, 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

7. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Cantalician Center for Learning of its intention to terminate.

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

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

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By:

Board of Education President

Clerk

(SEAL)

CANTALICIAN CENTER FOR LEARNING

Attest:

By:

President

Clerk

STATE OF NEW YORK)

);ss

COUNTY OF)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ____ day of July, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Agreement With Center for Handicapped Children for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.37 Approval of Agreement with Community Based Therapies for On-Site Occupational Therapy and/or Physical Therapy for 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Cantalician Center for Learning for 2019-2020 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 Cantalician Center for Learning for the period commencing July 1, 2019 and ending June 30, 2020; 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 2th day of July, 2019, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

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:

7. During the 2019-2020 school year, commencing on or about July 2, 2019, and ending on or about June 30, 2020, 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.

8. 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:

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

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

9. 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 2019-2020 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, 2019, 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

8. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Cantalician Center for Learning of its intention to terminate.

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

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

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By:

Board of Education President

Clerk

(SEAL)

CANTALICIAN CENTER FOR LEARNING

Attest:

By:

President

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Motion to approve Agreement with Community Based Therapies for On-Site Occupational Therapy and/or Physical Therapy for 2019-2020

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.38 Approval of Agreement With Gateway-Longview for 2019-2020 School Year

RECOMMENDATION:

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

Approval of Agreement with Gateway-Longview for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

10. During the 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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.

11. 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:

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

12. 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 2019-2020 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, 2019, 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

9. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. 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.

Approval of Agreement With Gateway-Longview for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.39 Approval of Agreement With the Heritage Centers of the Erie County Chapter New York State Association for Intellectually Disabled Children, Inc. for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Heritage Centers of the Erie County Chapter New York State Association for Retarded Children, Inc. for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

13. During the 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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.

14. 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:

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

15. 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 2019-2020 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, 2019, 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

10. This agreement shall commence July 1, 2019 and terminate June 30, 2020. 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.

Approval of Agreement With the Heritage Centers of the Erie County Chapter New York State Association for Intellectually Disabled Children, Inc. for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.40 Approval of Agreement With the Randolph Academy UFSD-Hamburg Campus for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Randolph Academy USFD - Hamburg Campus for 2019-2020 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 2, 2019 and ending June 30, 2020; 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, 2019, 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:

16. During the 2019-2020 school year, commencing on or about July 2, 2019, and ending on or about June 30, 2020, 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.

17. 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:

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

18. 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 2019-2020 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, 2019, 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

11. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. 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

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

(SEAL)

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

Attest:

By: _____

Board of Education President

Clerk

(SEAL)

RANDOLPH ACADEMY UFSD – HOPEVALE
CAMPUS

Attest:

By: _____

PRESIDENT

Approval of Agreement With the Randolph Academy UFSD-Hamburg Campus for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.41 Approval of Agreement with the New Directions Family & Youth Services for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the New Directions Family & Youth Services for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

19. During the 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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.

20. 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:

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

21. 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 2019-2020 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, 2019, 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

12. This Agreement shall commence July 1, 2019 and terminate on June 30, 2020. 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.

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____
Board of Education President

Clerk

(SEAL)

NEW DIRECTIONS FAMILY & YOUTH
SERVICES

Attest:

By: _____
President

Approval of Agreement with the New Directions Family & Youth Services for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi,
Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.42 Approval of Agreement with Niagara Falls Memorial Medical Center for On-Site Occupational
Therapy for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of
Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational
Therapy for 2019-2020 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 2018-2019 School Year; and be it further

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

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

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

AGREEMENT FOR INSTRUCTION OF

STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July 2019, 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 2019-2020 school year, commencing on July 1, 2019, and ending on June 30, 2020, 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 \$ 124.82 for each occupational therapy evaluation.

d. To pay the sum of \$49.50 per classroom consultation per classroom contact. (For students on consultation only.)

e. To pay the fixed sum of \$ 228.13 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. 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.

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By:

Board of Education President

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

Attest:

By:

President

Approval of Agreement with Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.43 Approval of Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2019-2020 School Year

RECOMMENDATION:

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 2019-2020 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 2019-2020 School Year; and be it further

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

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

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

AGREEMENT FOR INSTRUCTION OF

STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2019, 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 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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:
 - k. Written order/script
 - l. Evaluation of students
 - m. Appropriate program planning
 - n. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education

- o. Direct student care and implementation of home program
- p. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- q. Communication with professional staff, student, family members and members of the school district
- r. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
- s. 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 \$ 124.82 for each physical therapy evaluation.
- d. To pay the sum of \$ 73.17 for each thirty (30) minute unit of individual therapy.
- e. To pay the sum of \$ 87.15 for each thirty (30) minute unit of group therapy.
- f. To pay the sum of \$50.57 for each classroom consultation or visitation.

5. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon give thirty (30) days written

notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.

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

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

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

Board of Education President

Clerk

(SEAL)

NIAGARA FALLS MEMORIAL MEDICAL
CENTER

Approval of Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.44 Approval of Agreement With the Stanley G. Falk School for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with the Stanley G. Falk School for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

22. During the 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about

June 30, 2020, 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.

23. 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:

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

24. 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 2019-2020 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, 2019, 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

13. This Agreement shall commence July 1, 2019 and terminate June 30, 2020. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Stanley Falk of its intention to terminate.

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

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

(SEAL)

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

Attest:

By: _____

Board of Education President

Clerk

(SEAL)

STANLEY G. FALK SCHOOL

Attest:

By: _____

President

Clerk

Motion to approve Agreement With the Stanley G. Falk School for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.45 Approval of Agreement With the Summit Center, Inc. for 2019-2020 School Year

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Agreement with The Summit Center, Inc. for 2019-2020 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, 2019 and ending June 30, 2020; 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, 2019, 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:

25. During the 2019-2020 school year, commencing on or about July 1, 2019, and ending on or about June 30, 2020, 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.

26. 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:

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

27. 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 2019-2020 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, 2019, 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

14. This agreement shall commence July 1, 2019 and terminate June 30, 2020. 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.

(SEAL)

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

Attest:

By: _____
Board of Education President

Clerk

(SEAL)

THE SUMMIT CENTER. INC

Attest:

By: _____
PRESIDENT

Motion to approve Agreement With the Summit Center, Inc. for 2019-2020 School Year

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.46 Approval of Contract for Behavioral Consultation Services by Independent Contractor for Professional Consultation Services—the Summit Center, Inc. 7/3/19—06/30/20

RECOMMENDATION:

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

Approval of Contract for Professional Behavioral Consultation Services between the City School District of the City Of Niagara Falls and The Summit Center, Inc. 7/1/2019—06/30/20

WHEREAS, The District has decided to develop a specialized Autism and Developmental Speech and Language program to eliminate the need for seeking out of District programs. ; and

WHEREAS, Three classrooms have been developed to deliver instructional, behavioral, and other educational supports to children within the District with Autism Spectrum Disorders as well as significant Speech and Language Development deficits; and

WHEREAS, The District previously contracted with Summit Center, a company that specializes in the treatment and instruction of children with ASD, to provide consultation and training to our teaching staff in these specialized programs

WHEREAS, The Administration is recommending the Summit Center, Inc. continue to be retained to furnish the specialized services and a new Contract having been negotiated with Summit Center for Board action, which provides among other things a fee of \$199 per each hour served, for a total of 76 hours and not to exceed an annual amount of \$15,124.00 to be billed monthly; therefore be it

RESOLVED, That the Contract , attached hereto, for Professional Behavioral Consultation Services between the City School District of the City Of Niagara Falls and The Summit Center, Inc., and is hereby approved; and be it further

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

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

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

**CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY
INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 2nd day of July, 2019 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and The Summit Center, Inc. 150 Stahl Rd., Getzville, NY 14068, the second party.

WITNESSETH:

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

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder which shall include but not be limited to the following:

- a. small and large group professional development as defined by the District
- b. consultation services related to the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$199 per hour, for total billable hours for services not exceed seventy six (76) hours, for a not to exceed \$15,124.00 total

amount to be paid . The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
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, 2019 through June 30, 2020, provided, however, that any party may at any given time terminate this Contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.
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.

The Summit Center, Inc.
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE The

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

COUNTY OF NIAGARA)ss:
)

Notary Public

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 1 day of July 2019, by and between the City School District of the City of Niagara Falls 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 retains the Contractor and the Contractor hereby agrees to provide therapy services for the District as an independent contractor as set forth herein.
2. The term of this contract shall commence on July 3rd, 2019 and shall continue until June 30, 2020 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.
3. The District agrees to pay the Contractor a per visit rate of fifty-five dollars and zero cents (\$55.00) per 0-30-minute session and seventy-five dollars and zero cents (\$75.00) for sessions greater than 30 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. The Contractor shall deem checks payable to the order of the Contractor as full payment to, and acquittance by the Contractor.
4. The Contractor shall devote its best efforts to the business of the City School District of the City of Niagara Falls' 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 Agreement and for two years after the termination of this Agreement 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. As an independent contractor, the Contractor is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The Contractor as an Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, City School District of the City of Niagara Falls, it's Board, employees and agents as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
10. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District 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 District its agents servants and/or employees.
11. The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
12. 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.
13. 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.

ASSOCIATED PHYSICAL AND
OCCUPATIONAL THERAPISTS, PLLC
164 Doncaster Road
Kenmore< New York

CITY SCHOOL DISTRICT OF
CITY OF NIAGARA FALLS
630 66th Street
Niagara Falls, New York 14304

Gayle L. Schutrum

Member

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Approval of \$10,000 Expenditure for the Conduct of Independent Evaluations by Six Outside Agencies for the 2019 – 2020 School Year.

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.48 Approval of Contract for Professional Services by Independent Contractor Between the School District of the City of Niagara Falls, New York and Deaf Service Bridges Inc for July 1, 2019 – June 30, 2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Contract for Professional Consultant Services between the City School District of the City of Niagara Falls and Service Bridges Inc. to provide qualified language interpreters, July 2, 2019- June 30, 2020.

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 (\$60.00); Standard (\$65); Premium (\$70) and After Hours (\$75), 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 2, 2019 and terminating June 30, 2020.

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 (\$60.00): (a Deaf parent needs to meet with the school nurse about an issue);

Standard (\$65.00): (parent/teacher meeting for a Deaf parent);

Premium (\$70.00); (anything requested with less than 2 business days advance notice, excluding performance);

After Hours (\$75.00): (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.

Authorized Individual

Jason Goldstein, C.E.O.

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

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

Date

Date

STATE OF NEW YORK)

) ss:

COUNTY OF)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Contract for Professional Services by Independent Contractor Between the School District of the City of Niagara Falls, New York and Deaf Service Bridges Inc for July 1, 2019 – June 30, 2020

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.49 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 3, 2019- June 30, 2020

RECOMMENDATION:

Approval of a motion is recommended for the approval of the following resolution:
Approval of Lease between the City School District of the City of Niagara Falls and the Niagara Falls Police Athletic League, Inc. to Lease space in NFHS — July 3, 2019 – June 30, 2020

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 3, 2019 and terminate June 30, 2020; 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 3, 2019 and terminate June 30, 2020; 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 3rd day of July 2019, between the Niagara Falls Police Athletic League, Inc., ("League") and the City School District of the City of Niagara Falls, ("District").

WHEREAS, the District has constructed a new state-of-the-art high school facility portions of which are available to the public for community functions; and

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

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

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 3, 2019 through June 30, 2020. 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 Niagara Falls Police Athletic League,
City of Niagara Falls Inc.

By: _____
 President

By: _____

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

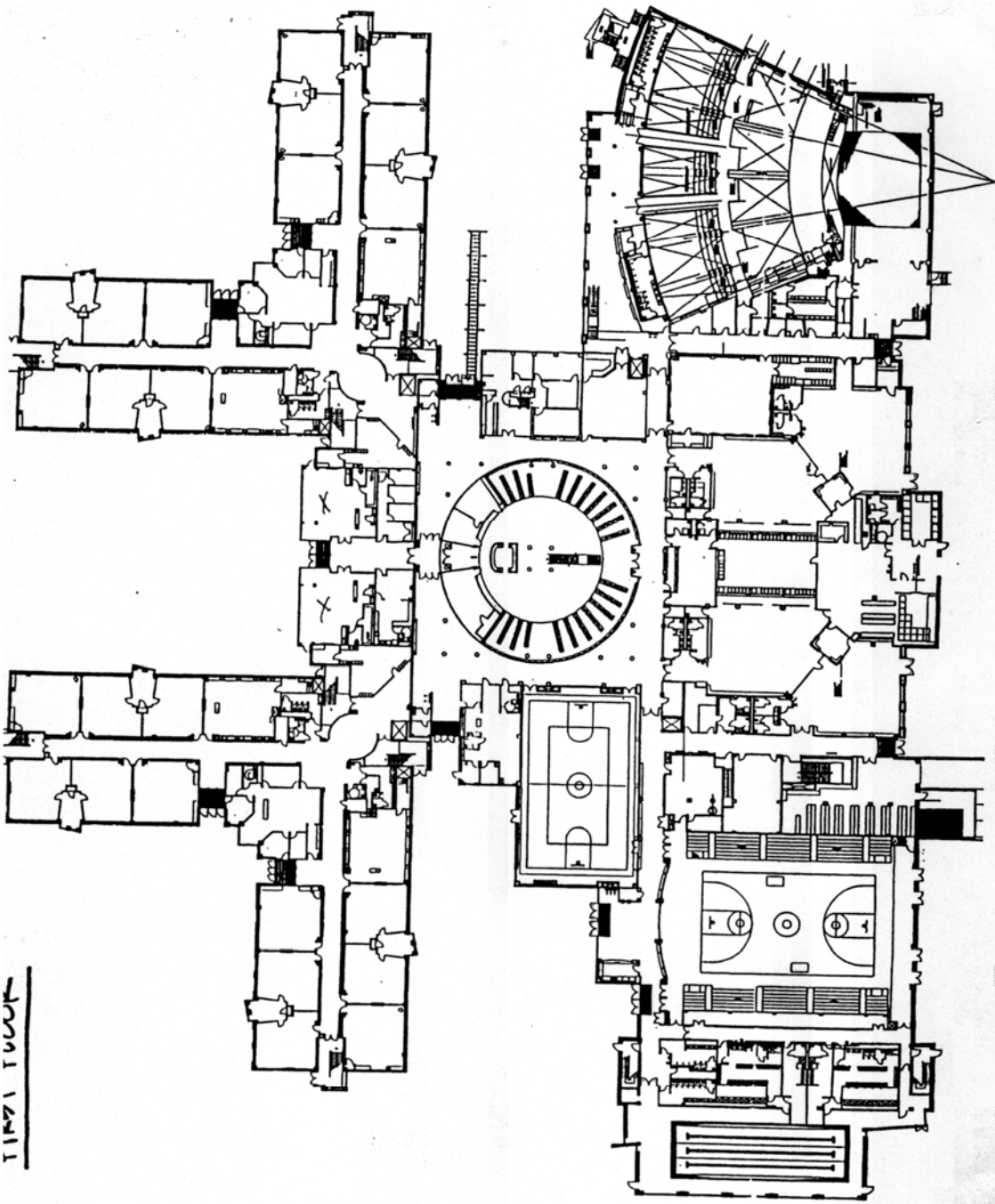
STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public



SCHEDULE "A"

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 3, 2019- June 30, 2020

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.50 Approval of Renewal of Lease Agreement Between Niagara Falls Teachers Credit Union and the City School District of the City of Niagara Falls for Office Space 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Renewal of Lease Agreement Between Niagara Falls Teachers' Credit Union and the City School District of the City of Niagara Falls for Office Space—2019-2020.

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 3, 2019 and continuing to June 30, 2020 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 3rd day of July, 2019, 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 3, 2019 and ending on June 30, 2020, 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:

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

Additional Insured: The 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

By _____

President

TENANT:

NIAGARA FALLS TEACHERS' CREDIT
UNION

By _____

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Approval of Renewal of Lease Agreement Between Niagara Falls Teachers Credit Union and the City School District of the City of Niagara Falls for Office Space 2019-2020

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.51 Approval of Contract for Claims Auditor Services by an Independent Contractor – Denise Kolber

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Contract for Claims Auditor Services by 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; now therefore it be

RESOLVED, The Board hereby approves the Contract with Denise Kolber for her to perform claims auditor services at the rate of \$36.05 per hour for a sum not to exceed \$2,708.33 per month for an amount not to exceed \$32,500 per year, unless otherwise increased by the Board of Education for a term commencing July 3, 2019 and ending June 30, 2020, 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 3rd DAY OF July 2019 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 \$2,708.33 per month for an amount not to exceed \$32,500 per year, unless otherwise increased by the Board of the First Party, to be paid at the rate of \$36.05 per hour. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

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

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.
6. Term of Contract. This Contract shall be effective from July 3, 2019 through June 30, 2020, however, that either Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Second Party may not assign this Contract but may hire employees and/or assistants, provided however, the Second Party shall be responsible for all wages, benefits, and taxes for all employees and/or assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

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

CONSULTANT CITY SCHOOL DISTRICT OF

THE CITY OF NIAGARA FALLS

Denise Kolber

President
Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion to approve Contract for Claims Auditor Services by an Independent Contractor – Denise Kolber

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.52 Approval of Agreement for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara

RECOMMENDATION:

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

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:

Signature
Title: President

Date_____

FOR THE BOCES:

Signature
Title: _____

Date_____

Motion to approve Agreement for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara

Motion by Russell Petrozzi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Abstain: Ronald J Barstys

Action: 6.53 Approval of Classroom Facilities at Niagara Falls High School and LaSalle Prep School by Orleans/Niagara BOCES for period 8/1/2019- 7/31/2024.

RECOMMENDATION:

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

Approval of Lease for classroom facilities at Niagara Falls High School and LaSalle Preparatory School by Board of Cooperative Educational Services (BOCES) for period 8/1/19-7/31/24.

WHEREAS, The District has leased classroom facilities to Board of Cooperative Educational Services (BOCES) in the past; and

WHEREAS, BOCES is again requesting to Lease of fourteen (14) rooms combined in Niagara Falls High School and LaSalle Preparatory School, which Lease will commence 8/1/19 and terminate 7/31/24; and

WHEREAS, A Lease has been negotiated with BOCES providing among other things for rental, computed on a rate per square foot, said rate being \$9 per square foot to a maximum of \$9,000 for a 1,000 square foot classroom, and for reimbursement to the District for actual costs incurred in furnishing other agreed upon services; and

WHEREAS, Board action is required at this time in order that BOCES can occupy the premises on August 1, 2019 to prepare for the 2019-2020 school year; now therefore it be

RESOLVED, That the Lease for classroom facilities at Niagara Falls High School by Board of Cooperative Educational Services for period 8/1/19-7/31/24, attached hereto, be approved; and further be it

RESOLVED, That the Lease is subject to further modifications by the Superintendent of Schools or the School District Attorney as they may deem appropriate; and further be it

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.

6/11/2019

LEASE

THIS LEASE, is made and entered into as of the _____ day of _____, 2019, between CITY **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, a city school district created and existing under the laws of New York State, having its principal offices at 630 66th Street, Niagara Falls, New York, 14304 (hereinafter sometimes referred to as "District" or "the District"), and ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, a board of cooperative educational services created and existing under the laws of New York State, having its principal offices at 4232 Shelby Basin Road, Medina, New York 14103 (hereinafter sometimes referred to as "BOCES" or "the BOCES").

1. PURPOSE OF LEASE. The District will lease space to the BOCES at: LaSalle Preparatory School, located at 7436 Buffalo Avenue, Niagara Falls, New York, 14304 (hereinafter referred to as "LaSalle" or "LPS"); and Niagara Falls High School, located at 4455 Porter Road, Niagara Falls, New York, 14305, (hereinafter sometimes referred to as "NFHS"). The District will lease such space to the BOCES for use in connection with BOCES' special education and other educational programs as described in paragraph 4 below. LaSalle and NFHS, together, are hereinafter sometimes referred to as "the Schools". The BOCES will share with the District in the use of other facilities in the Schools, as described in paragraph 2 below.

2. PREMISES. The District hereby leases to the BOCES, and the BOCES takes from the District, a combined total of fourteen standard size classroom-equivalent rooms at the Schools, which are mutually agreed upon by the BOCES' District Superintendent and the District's Superintendent of Schools, respectively. The aforesaid rooms are sometimes hereinafter referred to as "BOCES Space" or "the BOCES Space").

The classrooms will be furnished by the District with desks and chairs for up to ten (10) students per classroom, as well as a teacher desk and two teacher aide desks in each classroom.

The BOCES shall use the BOCES Space and shall have the right to use the following spaces in common with the District: Lavatories, hallways, gymnasiums, libraries (and library materials), locker rooms, showers and dressing rooms, faculty rooms, conference rooms, cafeterias and kitchens (to be used for educational instruction); assembly facilities, parking areas, playgrounds, and playground equipment. Spaces, areas, and facilities referred to in the preceding sentence are sometimes hereinafter referred to as "Shared Use Space" or "the Shared Use Space". The Shared Use Space shall remain under the care, custody, and control of the District, and the District and BOCES shall use their best efforts to fully cooperate to coordinate BOCES' use of the Shared Use Space.

At LaSalle and NFHS, respectively, the BOCES Space and the Shared Use Space are collectively referred herein to as "the Premises".

3. TERM. The Premises are leased to the BOCES subject to all of the terms, covenants and conditions in this Lease, for a term of five (5) years commencing on August 1, 2019 (the "Lease Commencement Date") and terminating at the end of the day on July 31, 2024, **subject to such earlier termination as provided in Paragraph "5" of this Lease**. Thereafter, this Lease may be renewed for an additional five (5) years by agreement of the parties consistent with the terms of this Lease.

4. USE AND OCCUPANCY. The BOCES shall use the BOCES space and the Shared Use Space only for the BOCES' special education, special education-related and instructional activities, and for related office and program support functions. The BOCES shall use the Shared Use Space subject to the normal and reasonable operating procedures for schools as established by the District in accordance with New York State Education Law and regulations of the Commissioner of Education of the State of New York.

5. RENT AND DISTRICT/BOCES OPTION TO TERMINATE. The BOCES shall pay rent to the District, at the address set forth in the first paragraph of this Lease, annual rent in the sum of One Hundred Twenty-six Thousand Dollars (\$126,000.00) (the "Annual Rent"), **calculated on the basis of at \$9.00 per sq ft for a maximum of \$9,000.00 for a 1,000 square foot** classroom (having at least one thousand (1,000) square feet) per year. For any leased classroom **that has less** than one thousand (1,000) square feet, the aforesaid rent shall be **prorated based upon \$9.00 per square foot** or the square footage of the classroom as a ratio to one thousand (1,000). For example, if a lease classroom has nine hundred (900) square feet, then the annual rent for that classroom shall be eight thousand one hundred dollars (\$8,100.00).

The Annual Rent will be paid in two (2) equal installments in November and February, respectively, of each year of the Lease term.

The BOCES and the District shall each have the option to terminate this Lease or reduce the number of leased classrooms effective July 31st of any year, provided that the terminating party provides advance written notice which must be received at least three months prior to the July 31 termination date.

6. REPAIRS MAINTENANCE AND CAPITAL IMPROVEMENTS. The District shall be responsible for, and shall perform at the District's expense, all structural repairs to the Premises, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, carpeting, window treatments, the roof, exterior doors, boiler(s), if any, the electrical, plumbing and sewage systems for the Premises, the heating, ventilating and air conditioning systems, if any, windows and skylights, if any, and all regular exterior maintenance and repairs, excepting such repairs as are occasioned by the BOCES' willful or negligent acts or omissions. The BOCES shall be responsible for repairs as are occasioned by the BOCES' willful or negligent acts or omissions, and, upon lease termination, must restore the property to its original condition, less ordinary depreciation. The District shall, at its own expense, be responsible for cleaning, maintenance and repair of the BOCES Space and the Shared Use Space.

7. ALTERATIONS. The BOCES may not make any alterations, modifications or additions to the Premises without the District's prior approval. The BOCES shall pay any and all costs associated with restoring the Premises and removing any alterations, modifications or additions approved by the District at the end of the term, such that the BOCES Space will be restored to the same condition as existed at the beginning of the Lease.

8. AS-IS WHERE-IS. The BOCES has had an opportunity to inspect the Premises and accepts the Premises in its as-is condition.

9. UTILITIES AND OTHER SERVICES. The District shall furnish utility services to BOCES Space during the Lease term at the same level as provided throughout the Schools for similar space. The District shall furnish such utility services in consideration for the base rent that is provided for in Paragraph 5 of this Lease. For purposes of this Lease, "utility services" include, but are not limited to, gas, other heating fuels, electricity, water service, sewer rents or use charges, if any, and telephone service if not provided for directly by BOCES. Any upgrades to the existing telephone and intercom system shall be done at BOCES' expense and upon the consent of the District. The District shall furnish cable, computer wiring, Internet access, clocks, telephone and intercom service to BOCES Space in their as-is condition at the commencement of this Lease. BOCES shall comply with, and require that its students, faculty and staff comply with, the District's Acceptable Use Policy regarding computers and technology.

10. CAFETERIA USAGE. The BOCES' students and staff are permitted to use the food service program run by the District at the Schools when the District's cafeteria is in operation. On days that the cafeteria is not in operation by the District, BOCES shall be responsible for obtaining any required food services at its own cost.

11. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the BOCES Space and to the extent of its proportionate use of the remainder of the Premises, the BOCES 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. BOCES will indemnify the District against, and save the District harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by BOCES or its agents, representatives or employees. The District 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 BOCES' use and occupancy. Such responsibility of the District shall include the structure of the Schools and other 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 District will indemnify BOCES against, and save BOCES harmless from, any penalty or charge imposed and any damage(s) incurred as a result of any violation of this paragraph by the District or its agents, representatives or employees.

12. ACCESS TO PREMISES. The District and its agents may enter and examine the BOCES Space, in such a manner as not to reasonably interfere with the BOCES' use and at all reasonable times established by the District. BOCES shall have the right to access the Premises at all reasonable times.

The BOCES shall have the right to request that the District change the locks on doors in the BOCES Space. BOCES agrees to promptly reimburse the District for the cost of changing each lock replaced by the District on behalf of BOCES. The BOCES agrees that its replacement of locks shall be such as to be compatible with and to maintain the integrity of the master key locking system for the Schools. Any alterations to the locks will be removed at BOCES' expense by the District at the expiration of the Lease, such that the Premises will be restored to the same condition as existed at the beginning of the Lease.

ASSIGNMENT AND SUBLETTING. The BOCES shall not have the right to sublet or assign the BOCES Space or the Premises without the District's prior written consent.

13. DEFAULT. The following occurrences or acts shall constitute an event of default under this Lease ("Event of Default"): (I) If BOCES fails to pay rent or other charges due pursuant to the terms of this Lease or fails to perform or observe any other covenant or agreement on the part of Tenant to be performed hereunder, and such default shall continue for a period of thirty (30) days after written notice to BOCES; provided, however, in the case of a default which cannot with due diligence be remedied within a period of thirty (30) days, if BOCES proceeds promptly, continuously and with all due diligence after the delivery of such notice to remedy the default, the period within which to remedy the default shall be extended for such time as may be reasonably necessary to remedy the same. Upon the occurrence of an Event of Default, the District may elect, by written notice, of at least thirty days, to terminate this Lease and/or to pursue any and all remedies at law or in equity that may be available to the District.

14. NON-WAIVER. The failure of either party 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. FIXTURES REMOVAL. Upon the termination of this Lease, the District shall remove any of BOCES equipment or fixtures regardless of whether they are affixed to the Premises at the expense of BOCES. Such expense shall include the cost to repair any damage to the Premises as a result of such removal, and to restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

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

17. LIABILITY. The BOCES shall, at its expense during the Lease term, assume liability and indemnify the District for any damages sustained as a result of or occasioned by the willful or negligent acts or omissions of the BOCES or its students, teachers, faculty, administrators, agents, representatives or employees. The District shall, at its expense during the lease term, assume liability and indemnify BOCES for any damages sustained as a result of or occasioned by the willful or negligent acts or omissions of the District or its students, teachers, faculty, administrators, agents, representatives or employees.

18. LIABILITY INSURANCE. BOCES shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for Commercial General Liability insurance in the same amount as BOCES provides insurance coverage for space BOCES owns, but in no event less than \$1 per occurrence with aggregate amount of \$2,000,000 and an excess liability coverage of \$5,000,000.00 for loss of life or bodily injury to one or more persons and property damage with respect to bodily injury and property damage arising from the use of the Premises or occurring at or about the Schools. The District shall be named as an Additional Insured by endorsement on BOCES' Commercial General Liability insurance policy covering the Premises as follows: "Niagara Falls City School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education". Such Additional Insured coverage shall be primary and non-contributory coverage ahead of any liability insurance carried by the District. At least five (5) days prior to the commencement of the term of this Lease, BOCES shall furnish the District with a Certificate of Insurance evidencing said coverage. Upon request, BOCES shall furnish a copy of the applicable policy forms and endorsements to evidence the coverage required herein.

19. TOTAL OR PARTIAL DESTRUCTION. If the Premises at either NFHS or LaSalle are partially damaged by fire or other cause, the District 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 Premises are totally destroyed, or are rendered untenable and unfit for occupancy by fire or other cause, and if the District shall decide not to restore or rebuild, the District may, within thirty (30) days after such casualty, give BOCES written notice of such decision, and the term of this Lease shall expire by lapse of time on the third day after such notice is given, and BOCES shall vacate the Premises and surrender them to the District promptly. If BOCES is not in default under this Lease at its termination as provided in this paragraph, BOCES' liability for rent shall cease as of the day following the casualty and the District shall return to BOCES all prepaid rent it has received from BOCES for all days subsequent to such termination date. It is agreed that all adjustments and charges, such as BOCES' payment to the District for cleaning services and utilities, shall also be adjusted and paid as of such date. BOCES expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

21. **WAIVER OF SUBROGATION/PROPERTY INSURANCE.** 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 or damage to the property of the insured, other than loss or damage resulting from the willful act of the other party. Each party to this Lease will maintain adequate insurance on its property, against fire, theft, and other risks of damage or loss to such property.

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

23. **NOTICE.** All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Superintendent of the District or the District Superintendent of the BOCES, 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.

24. **MODIFICATIONS.** This Lease 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 District and BOCES and their respective successors, legal representatives and assigns.

25. **INTEGRATION AND SEVERABILITY CLAUSES.** This Lease contains all of the terms and provisions of the agreement between the parties, and there are no other terms and provisions with regard to same.

If any of the provisions, terms or clauses contained in this 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.

26. **APPROVALS REQUIRED AND PARTIES' REPRESENTATIONS.** The effectiveness of this Lease and the obligations of the BOCES and the District under this Lease are subject to approvals that the BOCES and the District must obtain from their respective governing bodies, supervisory agencies or authorities, which approvals are listed on Exhibit A attached hereto. By signing this Lease, each party represents and warrants that it has taken or will promptly take the proper procedural steps to authorize this Lease and has obtained all such approvals except from the State agencies that must approve the Lease. The parties acknowledge that as of the date of this Lease, the BOCES has not yet received formal approval from the New York State Department of Education ("SED") for this Lease. The parties agree that this Lease shall not become effective until a copy of such approval is received by the BOCES and delivered to the District. In connection with obtaining the approval of SED, the District represents and warrants that the Premises are not subject or subordinate to any mortgage, lien or prior lease and that the Premises and this Lease are not the subject of any pending litigation that may affect this Lease.

IN WITNESS WHEREOF, the District and the BOCES have respectively executed this lease as of the day and year first above written.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES ORLEANS-
NIAGARA COUNTIES

By

STATE OF NEW YORK

COUNTY OF

On this _____ day of _____, before me

came _____, _____,
, to me known and known to me to be the

(Name of Representative)

of the

(Title of Representative)

(Name of Organization) which is a party hereto, and who executed the foregoing Lease
Agreement and duly
acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK

) ss.:

COUNTY OF

On this _____ day of _____ before me

came _____, _____,
, to me known and known to me to be the

(Name of Representative)

of the

(Title of Representative)

(Name of Organization) which is a party hereto, and who executed the foregoing Lease
Agreement and duly
acknowledged to me that he executed the same.

Notary Public

EXHIBIT A

Approvals Required

1. District:
 - a) Board of Education approval of this Lease.
2. New York State Department of Education:
 - a) Approval of this Lease.
3. New York State Department of State:
 - a) Issuance of Certificate of Occupancy for the BOCES Space.
4. BOCES:
 - a) BOCES Board of Education approval of this Lease.

Motion to approve of Classroom Facilities at Niagara Falls High School and LaSalle Prep School by Orleans/Niagara BOCES for period 8/1/2019- 7/31/2024.

Motion by Russell Petrozzi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Abstain: Ronald J Barstys

Action: 6.54 Motion to approve Resolution on Cooperative Purchasing Through BOCES, and/or Various Municipalities and Government Agencies

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Cooperative Purchasing through BOCES, and/or various municipalities and government agencies for the Fiscal Year July 3, 2019 – June 30, 2020.

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 terms and conditions of any awarded contract may be subject to negotiation by the District directly with the successful bidder; 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.

Approval of Resolution on Cooperative Purchasing Through BOCES, and/or Various Municipalities and Government Agencies

Motion by Russell Petrozzi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Abstain: Ronald J Barstys

Action: 6.55 Approval of nomination of Linda Hoffman as Area One Director of NYSSBA.

WHEREAS, In the structure of the New York State School Boards Association, the State is divided into 12 geographic areas, and

WHEREAS, Area I includes most school districts in the Western New York Area, and

WHEREAS, A representative from each of these 12 districts serves as a member of the Board of Directors of the New York State School Boards Association, and

WHEREAS, Linda R. Hoffman, who was elected as NYSSBA Area I Director and has worked hard during her term to serve the needs and interests of all the School Boards in the five counties of Area I, is requesting (see attachment) to be nominated for placement on the ballot for the election of Area I Director, and

WHEREAS, Nominations are due to Mary Metheny, Executive Assistant of the New York School Boards Association, on school district stationery no later than July 31, 2019, therefore, be it

RESOLVED, That Linda R. Hoffman be nominated by the Niagara Falls Board of Education and that the School District Clerk be authorized and directed to forward her name as the Board of Education's nominee.

Certificate of Clerk

I, **Judith Glaser**, Clerk of the Board of Education of the City School District of the City of Niagara Falls, New York, **Do Hereby Certify** that the aforementioned resolution on **NOMINATING LINDA HOFFMAN** is a true copy of a resolution duly adopted by said Board of Education on the **2nd** day of **July, 2019** and of the whole thereof, and that the said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed the seal of said School District and subscribed this certificate on this **2nd** day of **July, 2019**.

Judith Glaser, District Clerk

Approval of nomination of Linda Hoffman as Area One Director of NYSSBA.

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.56 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, The City School District of the City of Niagara Falls has established a retirement plan (the "Plan") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, It is the recommendation of the administration that the District renew the services of the Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and

WHEREAS, The effective date of this Agreement is July 3, 2019, expiring on June 30, 2020 unless cancelled by either party with 30 days written notice; and

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

WHEREAS, the District has selected the Limited Preferred Provider Program option for a 2019-20 cost of \$1,500.00 as well as the additional cost of \$432.00 for 17 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 2019-2020 is \$1,932.00; and further be it

RESOLVED, That this Agreement will commence on July 3, 2019 and expire on June 30, 2020 unless cancelled by either party with 30 days written notice; therefore be it

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

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

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



Watertown Office Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

Services Agreement Reinstatement

Name of Employer: Niagara Falls City School District

The Services Agreement for the fiscal year Jul 1, 2018 – Jun 30, 2019 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2019 - Jun 30, 2020 with the following fee schedule below:

FEE SCHEDULE FOR 2019-2020 YEAR

Billing Option: Preferred Provider Program (P3) - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1500	\$1500
<u>Non-P3 Service Provider 403(b)*</u>	12	\$36	\$432
<u>457(b) Accounts</u>	0	\$0	Included
<u>Total 2019-2020</u>			\$ 1932

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

EMPLOYER:

By: _____

Title: _____

Date: _____

OMNI FINANCIAL GROUP, INC. d/b/a U.S. OMNI

Name: Robert F. McLean

By: Robert F. McLean, President

Date: May 24, 2019

PLEASE RETURN A SIGNED COPY BY JULY 1, 2019

NY-546

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

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



Watertown Office Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

ESTIMATE

**Budget Estimate – Third Party Administrative Services
Employer Sponsored 403(b) Plan for the 2019-2020 renewal year.**

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

Billing Type: Preferred Provider Program (P3) – Limited

	<u>Number Account</u>	<u>Rate</u>	<u>AMOUNT</u>
P3 Administrative Fee			\$ 1,500.00
Accounts to Non-P3 Service Providers			
403(b) Accounts.....	12		\$ 432.00
457(b) Accounts.....	0		-
TOTAL Estimate 2019-2020			\$ 1,932.00

NO PAYMENT IS DUE AT THIS TIME.

NY - 546

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

Motion by Nicholas Vilardo, second by Kevin Dobbs.
Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.57 Approval of Capital Markets Advisors, LLC as Bond Consultant for Assistance in the Sale of Bonds and Notes by the District in its Normal Course of Business and Cash Flow Operations for 2019-2020

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of an Agreement with Capital Markets Advisors, LLC as Bond Consultants 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.

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

WHEREAS, The District has determined that it wants to continually evaluate and maximize the use school building aid, NYS EXCEL funding, Greenway financing and other creative financing instruments 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 3, 2019 and to terminate June 30, 2020, 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 \$135.00 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 2019-2020, 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.



Capital Markets Advisors

Independent Financial Advisors

4211 N. Buffalo Road, Suite 19

Orchard Park, NY 14127

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement has been entered into this **1st day of July, 2019** by and between The **City School District of the City of Niagara Falls, Niagara Falls, NY** ("Client") and **Capital Markets Advisors, LLC** ("Advisor") a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Ave., Suite 308, Great Neck, New York 11021 with additional offices in New York City, Hopewell Junction, Elmira 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, undertaken by the District during the term of this Agreement including:

1. Meeting with the District's Superintendent, Assistant Superintendent for School Business Services, District Treasurer, 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.

Motion to approve Capital Markets Advisors, LLC as Bond Consultant for Assistance in the Sale of Bonds and Notes by the District in its Normal Course of Business and Cash Flow Operations for 2019-2020

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries



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 meetings with the agencies in NYC.
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.

Action: 6.58 Approval of Agreement With Ruffell Reimbursements to Provide Professional Review, Administrative and NYSED Compliant Services for the District's STAC Processing Program

RECOMMENDATION:

A motion is recommended for the approval of the following resolution:
Approval of an Agreement with Ruffell Reimbursements to provide professional Review, Administrative and NYSED compliant services for the Districts 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 2019 – 2020; 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 2019-2020 be \$13,200, which will be paid at a rate of \$1,100 per month for term commencing July 3, 2019 and ending June 30, 2020, a copy of which is attached; 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 the Agreement; and

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



Ruffell Reimbursements

626 Maris Run
Webster, NY 14580

(585) 861-2300
RuffRBS@Rochester.RR.com

Re: Agreement for Contractual Services

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

Date of Contract Commencing July 3, 2019 and ending June 30, 2020

Compensation \$ 13,200.00 Annually or \$ 1100.00 /Monthly

Service Agreement This Agreement remains current unless there is a change in services or compensation. At that time an amendment can be made to the Agreement. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this Agreement. If Agreement is terminated, all invoices must be paid up until the 60th day of termination.

Payment for Services Payments shall be based on monthly invoices and billed at \$ 1100.00 /month. Payment will be due to Ruffell Reimbursements the fifteenth day of each month for the prior month of service. Statements must detail services rendered for that specific month period of service.

District Contract The Contractor will routinely report to the Joseph A. Giarrizzo, Administrator for School Business Services. Reimbursement reports of activities will be prepared for the School District upon request.

Services to be performed STAC:
• Contractor will submit for STAC reimbursement for School-Age students throughout the school year. See Statement of Services for more detailed information.

Services as an Independent Contractor does not entitle us to contractual benefits as provided to the employees of the District, including unemployment insurance, workers compensation insurance, disability insurance, social security contributions, hospitalization, health related insurance or liability insurance. We are responsible for securing these services for ourselves. In addition, we are reminded that contractual payments for personal services do not withhold monies for State or Federal Taxes as would be the case of a District employee.

Also, as an Independent contractor, we do not have the right to be indemnified by the District for claims brought against the District, which relates to our negligence in providing such services.

I hereby acknowledge and agree to the conditions of this agreement for the services as specified here

Joy Ruffell 5/15/19
Joy Ruffell - Owner Date

Appropriate Business Official Date

Motion by Nicholas Vilardo, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.59 Approval of Standard Work Day Resolution for School District Employees Reported to the New York State and Local Employees' Retirement System

RECOMMENDATION:

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

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 the Board annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

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

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

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

Title	Actual Hours	Standard Work Day

Account Clerk	7 hrs.	7 hrs.
Accountant	7 hrs.	7 hrs.
Administrator for Human Resources	7 hrs.	7 hrs.
Administrator for IS	7 hrs.	7 hrs.
Associate Child Care-6 hrs.	6 hrs.	6 hrs.
Associate Child Care- 6.5 hours.	6.5 hrs.	6.5 hrs.
Associate Child Care-7 hrs.	7 hrs.	6 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	7 hrs.	7 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-6.5 hrs.	6.5 hrs.	6 hrs.
Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
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 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.

Cook and Asst. Cook	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Energy & Procurement Specialist	7 hrs.	7 hrs.
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Junior Accountant	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Network Engineer	7 hrs.	7 hrs.
Nurse Part-Time	7.5 hrs.	7.5 hrs.
Nurse Practitioner	7 hrs.	7 hrs.
Nurse R.N.	7.5 hrs.	7.5 hrs.
Part time Cleaner	4.8 hrs.	6 hrs.

Porter	8 hrs.	8 hrs.
Principal Account Clerk	7 hrs.	7 hrs.
Promise Case Manager	7 hrs.	7 hrs.
Purchasing Clerk	7 hrs.	7 hrs.
Safety Officer	8 hrs.	8 hrs.
Schedule/Attendance Specialist	7 hrs.	7 hrs.
School Monitor – Lunch-2.5-3	2.5-3 hrs.	6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.
Seasonal Laborer	8 hrs.	8 hrs.
Secretary I	7 hrs.	7 hrs.
Secretary II	7 hrs.	7 hrs.
Secretary III	7 hrs.	7 hrs.
Senior Account Clerk	7 hrs.	7 hrs.
Senior Auto Mechanic	8 hrs.	8 hrs.
Senior AV Tech	8 hrs.	8 hrs.
Senior General Repairer	8 hrs.	8 hrs.
Senior Groundskeeper	8 hrs.	8 hrs.
Senior Network Engineer	7 hrs.	7 hrs.
Senior Network Tech	7 hrs.	7 hrs.
Senior School Monitor 7 hrs.	7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.	6 hrs.
Storekeeper	8 hrs.	8 hrs.
Substitute 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.

Standard work days are being set for each employee type for retirement purposes only. New York State Employee Retirement System requires that a standard work day cannot be less than six nor more than eight hours per day.

Actual work days vary in accordance with the District's collective bargaining agreements.

I, JUDITH GLASER, Clerk of the governing Board of the City School District of the City of Niagara Falls, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such Board, at a legally convened meeting held on the 2nd day of July 2019 on file as part of the minutes of such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto
Set my hand and the seal of the

Board of Education of the
City School District of the City of Niagara Falls

Approval of Standard Work Day Resolution for School District Employees Reported to the New York State and Local Employees' Retirement System

Motion by Nicholas Vilardo, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.60 Approval of Agreement for Professional Services By and Between the City School District of the City of Niagara Falls and EI US. LLC, dba Learn Well, for period covering July 3, 2019- June 30, 2020.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of an Agreement for Professional Services by between the City School District of the City of Niagara Falls and, EI US, LLC dba LearnWell for the period covering July 3, 2019 through June 30, 2020.

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 \$57.00 per hour to a maximum of ten (10) hours per week per student; and

WHEREAS, The services will be furnished pursuant an Agreement effective July 3, 2019 and continue through June 30, 2020; 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 \$57.00 per hour of instruction to a maximum often (10) hours per week per student, for a period effective July 3, 2019 and ending June 30, 2020; 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.

Approval of Agreement for Professional Services By and Between the City School District of the City of Niagara Falls and EI US. LLC, dba Learn Well, for period covering July 3, 2019- June 30, 2020.

Motion by Nicholas Vilardo, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

7. Review of Proposed Policy(ies)

Action: 7.01 Approval of Purchasing Policy and Procedures 2010-5410 for 2019-2020 School Year Approved at previous meeting 07022019 Re Organization.

8. Information and Reports

Information: 8.01 Superintendent's Report

Mr. Laurrie addressed the speakers who addressed the Board during oral comments. He thanked them for voicing their concerns. He expressed that it is only July 2 and there is time to, and he will, reflect on the points they made. The rush to implement the program was born out of a desire to quickly begin a program that had shown great success, not to obfuscate the District's intentions. He appreciates the speakers' "trusting us enough to send your kids here;" the District will honor what it is legally required to do. There will be a meeting with parents to discuss the issue. He will be in touch with these and other affected parents.

Congratulations to Mr. Vilardo and Mr. Kudela, welcome. There will be an orientation for Mr. Kudela. Thanks to Messrs. Restaino and Cancemi for their willingness to serve a President and Vice President. Mr. Cancemi's name was forwarded to BOCES as the District choice for a representative to that Board.

Congratulations and thanks to Mrs. Glaser on her "effortless" organization of the re-organization and regular meetings this evening.

Graduation was a success with about 420 students graduated in fewer than two hours. There were some times the venue was a bit noisy, but on the whole the Friday night ceremony worked well. A wrap-up meeting will be held with NFHS administration to look at pros and cons. Thanks to the NF Police

Department who were visible around the area.

Capital Projects are going very well; 30 people are working at NFHS cleaning; all are going very well.

Information: 8.02 Board Members Comments and Reports

Mr. Vilardo thought graduation went very well and a Friday night. He expressed welcome to Mr. Kudela and sadness at the passing of, and condolences to the family of, former Board member Carmelette Rotella.

Mr. Petrozzi echoes Mr. Vilardo's sentiments, especially with respect to Mrs. Rotella's death. Welcome to Mr. Kudela. He asked Mr. Laurie whether future graduation ceremonies will remain on Friday nights. Many Board members expressed that they liked it at that time.

Mr. Barstys offered that Mrs. Rotella was a wonderful lady who served this Board – and her union -- well. He offers his sincerest condolences to the Rotella family. He also spoke favorably about graduation and congratulated Mr. Kudela and Mr. Vilardo.

Bishop Dobbs congratulated the new and returning Board members as well as the president and vice president. He was taken aback to hear of Mrs. Rotella's death and holds her family in prayer. He was out of town for graduation but has heard good things.

Mr. Cancemi congratulated Mr. Kudela and Mr. Vilardo. He applauds the parent speakers' courage in coming forth this evening. He is grateful for Mr. Laurie's honesty, knowledge, and intelligence, which his remarks to the parents demonstrates. Deep condolences to Mrs. Rotella's family she was a great Board member.

Mr. Kudela thanks all for the warm welcome, especially Mrs. Glaser who has assisted him in getting acclimated. He looks forward to working with the Board members, and always being available and accountable to the Board and the community. Thank you to the speakers for coming forward.

Mr. Bass offers condolences to the Rotellas. He is mindful that he sits in her seat and hopes he does it justice. Congratulations to Mr. Kudela and Mr. Vilardo. Mr. Bass reminded the Board that a Friday night graduation may be good for businesses downtown. He thanked the speakers for being well-researched and presenting thoughtful, respectful points of view.

Mr. Paretto congratulated Mr. Kudela and Mr. Vilardo. Carmelette "opened her arms to me six years ago when I was running....she took me under her wing and for that I am forever grateful." Mr. Paretto expressed that his heart was broken to hear of Mrs. Rotella's passing, a woman who dedicated herself to the District as an employee and Board member. Also, more parents should come to meetings like the women who spoke at oral communications. Graduation was great on Friday.

Mr. Restaino wished all a happy July 4. He looks forward to working with all members and staff.

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Information: 10.01 Meeting Adjourned.

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NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
August 22, 2019

Minutes

Present: M. Laurrie, R. Barstys, V. Cancemi, K. Dobbs, P. Kudela, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Excused: E. Bass

Staff Present: L. Baldassarre, J. Briglio, R. Carella, J. Doerr, J. Giarrizzo, J. Glaser, R. Granieri, R. Holody, J. Jacklin, A. Massaro, M. Massaro, B. Rotella, N. Ruffolo, R. Schwertfager.

Capital Projects

Mr. Micelli, Mr. Trott, Ms. Dafchik, Mr. Tillman, and Ms. Bradley were present to answer any questions.

Mr. Laurrie provided brief update on the status of the Capital Projects. As of today, 90 percent of the \$25 Million worth of work has been completed. By September 5th when the school year begins, 95 percent of the work will be done. Even though there is still a lot of work to be done in the next two weeks, all buildings will be open and ready for students. Mr. Laurrie explained that there have been no accidents or injuries thus far, and no time lost. There are 11 change orders that need to be approved at this meeting. The District allocated \$1.6 Million for change orders. So far there has been \$230,000 worth of change orders, many of them upon the District's requests. Mr. Laurrie explained that all change orders have been gone over thoroughly with the help of Mr. Petrozzi. CPL and Buffalo Construction have done an excellent job. Mr. Laurrie has heard many positive comments from the public regarding the Capital Projects work. Also, 160 Niagara County residents have been put to work this summer. The project labor agreement was well written.

Mr. Micelli provided details and photos of the work completed and in progress at the various school sites. At LaSalle Prep School, the workers reappointed brick on the outside of building, as well as added a new sidewalk and railing. Mr. Petrozzi asked if the reappointing will last for a long time. Mr. Micelli replied that, yes, it should last for quite some time. The gym floor was replaced because over time, moisture from the pool affected it. New lines will be put on the gym floor as well. A waterproofing membrane was installed to prevent pool moisture from affecting the floor in the future. New classroom floors and casework were also installed. Plywood had to be put in so that the cabinets could be installed. Asbestos abatement has been completed. The pool was drained and re-grouted by the District maintenance crew. The ceiling over the pool was scraped and painted.

At Gaskill, exterior brick reappointing was completed and windows were repaired as needed. The front entrance and steps have been totally redone and a handicapped accessible ramp was installed. Railings will be installed soon. The cafeteria received

new flooring. Mr. Laurie asked that the columns in the cafeteria be repainted. All flooring has been completed. A new environmentally friendly drinking fountain was installed in the girls' gym, replacing an old one. Backboards in the gym at GPS will be replaced as well.

79th Street School is the building having the most work done. A new kitchen was added. Brick reappointing was completed throughout building exterior. An underground fuel tank was removed. The parking lot was redone and new lines painted. A walk-in cooler with access from the parking lot for deliveries was installed. The cooler and freezer are up and running. The kitchen is being wrapped up. The Department of Health will come to inspect the kitchen on Friday. A smoke test was performed on all fire alarms. There was a change order for the kitchen regarding the hood opening. The conduits had to be relocated. In order to move the conduits, they had to temporarily shut down the power. The hood does go to an exhaust fan in the ceiling leading to the outside. In the classroom when they removed casework, there was asbestos on the pipes. The abatement was completed to eliminate this asbestos, which necessitated a change order. The casework had to be extended out to accommodate for the plumbing in the classrooms. Corkboard (which is more durable) has been ordered for each classroom so teachers can display student work instead of the existing whiteboard. This was a change order requested by the District. The corkboard will be installed after school starts. Other than that, all classroom work is completed. All new flooring was installed, asbestos abatement was performed, and new classroom doors were installed.

At Hyde Park School, new flooring was put down in the classrooms. All hardwood floors were refinished. There will be professional movers available to move furniture for teachers as needed so that floors don't get ruined. The staff offices received new carpeting.

A lot of flooring was replaced at GJ Mann and the furniture has been moved back in. GJ Mann had all new windows installed as well.

New sidewalks were installed at Cataract. The parking lot was redone. The school received a new roof and wet roofing insulation was replaced.

The new roof at Maple Avenue comes with a 50-year warranty. Heating devices were installed to avoid ice build-up over gutters. Mr. Laurie requested that the flag pole be sanded and repainted, which required a change order. The parking lot was completely redone. Mr. Petrozzi suggested that the District look into redesigning the stairway at some point in the future.

At Abate a new synthetic floor was installed in the first floor gym. In the classrooms, the folding walls were removed and regular walls were built in their place. At the request of Abate's principal, the whiteboards will be upgraded in all 38 classrooms. This will be done using District funds. Work was also completed on the stairway near the front entrance.

The work at NFHS is moving along. The student drop off circle was widened and the new student parking lot was completed. There is also a new parking lot for the performing arts center. The new lot is much closer to the building. All together, the

parking lots can accommodate up to 400 cars. Mr. Paretto asked when all the parking lot work will be done. Mr. Micelli answered that they should be finished tomorrow. The Bus loop has also been redone. Mr. Laurrie requested a change order to install some boulders around the corners to prevent the buses from driving in the dirt/grass. Portions of the New Road entrance will be repaved, which was also a change order. It will not be a full reconstruction because the budget doesn't allow for that, but they will do the most work possible. New lighting in parking lots will be installed. There will be a speed table installed in order to slow people down as they drive through the parking lot. Some repairs were made to the roof and new access ladders were installed. There is a 20-year warranty on the roof. A change order was approved to reinforce the entrance signs with steel. Mr. Smeal put out to bid to have the sign work completed. It will cost the District \$2,000, after the \$50,000 in insurance money is applied. The new banner displays on the signs will be controlled using a program that operates through the cloud.

Mr. Laurrie provided the Board Members with an updated change order matrix which includes the dates the change orders were sent to NYSED. The change order charges totaled well under 3 percent of the \$1.6 Million that was set aside for that purpose, with only 10 percent of the work left to go. The remaining funds will be applied to Phase 2 of the project, which may allow for a new roof at Hyde Park School. Mr. Laurrie feels CPL and all of the contractors have done a superb job.

Phase 2 of the project consists of six major elements: air conditioning in GJ Mann, 79th, Hyde Park and Maple Avenue; new bathrooms at Cataract; and a remodeled entryway at NFHS. The expedited third party review is moving along well. NYSED should give its approval in about two to three weeks from now. Therefore, the District is on track to bid out in October/November.

Mr. Laurrie made note of a change order that was necessary regarding unsuitable soils in the bus loop at NFHS and at 79th Street School's parking lot which required more stone and undercoating, etc.

Mr. Petrozzi asked if the prep schools will receive air conditioning. Mr. Laurrie responded that this is not included in this Capital Project, but hopefully will be in the next capital project. Mr. Giarrizzo noted that the estimate provided two years ago came in at a cost of \$10 Million.

There is currently \$4.6 Million remaining in the Smart Schools budget. Mr. Granieri has been doing walk-throughs with CPL to determine where additional cameras can be installed, as well as bullet/shatter proof film for windows. Mr. Laurrie would like to install the film on the first floor windows and around the Media Center at NFHS.

At the conclusion of the current Capital Project, Mr. Giarrizzo said the Excel funds will be exhausted that were used to cover the 2 percent that was not aidable from New York State. If another capital project was to be undertaken in the future, the District would have to discuss where the 2 percent funds would come from.

Review of Agenda

A review of the agenda was held.

There were five items out for bid. The athletic apparel bid went to AdPro. The bid for classroom books was awarded to The Book Corner. T Grana and Sons won the bid for fruits and vegetables. The bid for the NFHS exterior message boards from Toth Sports was accepted. The District newsletter distribution was awarded to the Buffalo News and the printing was awarded to TBN.

There are seventeen short term contracts that will be presented for approval. Mr. Laurie went through each one and gave some brief detail.

6.01 BOCES will once again operate the GED program, which is the most cost effective way (\$25,000). The Program is well run.

6.02 Universal PreK Sites. The District is asking the State for a waiver regarding community-based organization PreK requirement. The community partners are having difficulties in finding certified teachers. The grant specifies that 10 percent of the funds has to go to community based sites. The LaSalle Early Childhood Center will still be utilized. They receive GJ Mann overflow from the waiting list.

6.03 The Niagara Falls Housing Authority has one PreK class that is housed at Abate. Mr. Barstys noted that the date needs to be changed on the resolution.

6.04 Mr. Carella explained that there are three schools (79th Street, Gaskill and Kalfas) that are designated as TSI (targeting support and improvement). There are several things that need to be done to make sure these schools improve. NYSED requires that their improvement plan be approved by the Board of Education and is also posted on District website. The District plan must be posted on the website as well. The District plan is revised annually. Mr. Laurie would like to get these schools off the list ASAP.

6.05 Ms. Massaro discussed the building level school safety plans which are voted on annually. The plans must be filed by September 1; therefore, they must be voted on tonight.

6.06 State Controller DiNapoli selected schools to be reviewed for school safety plans. Niagara Falls was one of the districts chosen. Auditors spent 90 days looking through the District's school safety plans. They met with the police chief and the safety team and had only three findings. One was that no one was ever named as chief emergency officer. Mr. Laurie will officially take on that title. Secondly, the District didn't have a plan specifically mentioning student suicide. Though the District does have a plan, it was revised to include the specific wording required. The third item was that the District must provide eleven different staff safety trainings. These trainings were provided, but there were no sign-in-sheets, agendas or minutes taken at the trainings. Mr. Laurie's draft response letter to Mr. DiNapoli is being provided for the Board Members for

approval. After a meeting with the Superintendent regarding the positive things going on in the District, *The Niagara Gazette* wrote an article focusing on these three items cited by the State. Mr. Laurrie is writing a letter to the editor in response to this article. Mr. Petrozzi felt that, in general, the District should be proud of the results of the audit since the items cited were miniscule.

6.07-6.11 Mr. Carella explained that these agreements with various companies are for products/programs for school improvement and instruction and are grant funded.

6.12 Because the District Nurse was out on leave, the sports physicals were done through Mr. Surace and Memorial Hospital through an extended contract. Over 200 sports physicals were performed for fall sports.

6.13 Early College Program contract through a grant that allows students to get college credit through Niagara University.

6.14 This contract is for the Big Eagle Little Eagle program through the My Brothers Keeper grant. Niagara University is planning to send 20 students to do a service project in Ghana in April. The students will have to meet certain criteria to be considered for the service project.

6.15 After school programming for 21st Century grant in conjunction with Niagara University to prepare for the Early College Program.

6.16 Linking Literacy and Movement in conjunction with Niagara University (Empire State Grant) after school at select elementary schools.

6.17 HOGOL (formerly F Bites) – They will continue working with at-risk students at LPS and will work with Accelerated students at GPS. Also will train 40 NFHS students to be baristas. It is a 10-week course.

6.18 Evaluation services for 21st Century and Family Community Engagement grants which is required by the grant.

6.20 For after school grant programs in conjunction with Boys and Girls Club for elementary students.

6.21 Buffalo Special Investigations is the courier service that will replace Allied Universal/U.S. Security Associates to go to schools and pick up cafeteria money from schools and deposit it at the bank. The billing rates are the same as before. The service provides a level of security and keeps the transactions at arm's length to prevent any issues.

6.22 AMD's contract is being extended for environmental testing. The contract extension is for an additional \$100,000 to cover through the end of Capital Projects. The company has agreed to hold the pricing for the next two years.

6.23-6.32 Contractor payments for Capital Projects

6.33-6.43 Capital Projects change orders

Personnel Reports

Ms. Massaro has worked for the District for 19 years, 9 years of which have been in the Human Resource Office. She feels this has been the best summer so far because the District was able to hire new employees. If anyone is interested, Ms. Massaro can recommend a program for anyone who would like to become a teacher. The NFCSD is an excellent place to work.

Certificated – Page 1 lists abolishments and creations. There were some staffing changes due to the restructuring of special education services. Under retirements, the majority are 2020 dates because they must file for retirement by August 1 of the year before they plan to retire. At age 55, teachers are eligible for the lifetime medical benefit. There have been about 30 retirements. All of those vacant positions have been filled with new employees. The report also shows regular substitute assignments and tenure appointments. There are ten pages of summer work and per diem assignments.

Classified – The report begins with abolishments and creations. There are new health associates, as well as a new cook at 79th Street School. Page 3 lists the retirements. Ms. Massaro wanted to make special note of the retirement of Mrs. Mary Brandy after 25 years of service. Mrs. Brandy was an excellent employee and will be missed.

Adjournment

Meeting adjourned.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

Agenda for
08/22/2019 Regular Board Meeting 7:00 pm
Administration Office Board Auditorium

MISSION:

The mission of the Niagara Falls Board of Education is to guarantee educational excellence by creating strategic goals which we will monitor, analyze, assess and evaluate utilizing the quality process and ensuring customer satisfaction.

STRATEGIC GOALS:

- 1. To exceed and continuously improve learner outcomes against academic standards*
- 2. To achieve the highest level of employee cooperation, trust, and empowerment*
- 3. To effectively control financial costs while maintaining quality education*
- 4. To achieve the highest level of partnerships with our community*
- 5. To provide, integrate, and promote technology throughout all facets of our organization.*

1. Agenda Review Session

1.01 Topics

2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call.

Present: M. Laurrie, R. Barstys, V. Cancemi, K. Dobbs, P. Kudela, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Excused: E. Bass

Staff Present: L. Baldassarre, J. Briglio, R. Carella, J. Doerr, J. Giarrizzo, J. Glaser, R. Granieri, R. Holody, J. Jacklin, A. Massaro, M. Massaro, B. Rotella, N. Ruffolo, R. Schwertfager.

3. Letters and Communications

3.01 Oral Communications - Public Comment (SG4)

Mr. Ron Anderluh, address 151 Buffalo Avenue, Unit 1207. Mr. Anderluh wanted to speak about the District's Residency Policy. Mr. Anderluh has been active in the community of over 50 years. He has worked closely with school district staff and other community members. He feels District teachers work hard and that they are some of the best teachers in the County. Mr. Anderluh is also a businessman in the City of Niagara Falls. He feels it is beneficial to live where you work. He opposes any district employee who wants to live outside the City. In order to keep Niagara Falls alive and well, he would like to see more people

stay here instead of moving away to other areas. Mr. Anderluh has a deep love for the City. Mr. Anderluh feels the District should keep the Residency Policy. At the time employees are hired, they are made aware of this requirement and accept it. Mr. Anderluh thanked the Board Members for the opportunity to speak about this topic.

At this time, Mr. Laurie requested a brief Executive Session to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons or corporation.

3.02 Written Communications (SG4)

The Board received a thank you card from the Family of Richard Aloian. The card will be in the Clerk's office for anyone who would like to read it in its entirety.

4. Recommended Actions from the Superintendent of Schools - Routine Matters (see BoardDocs)

4.01 Minutes –June, July 2, 2019 (SG2,3,4)

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.02 Approval of Budget Transfer #1 (SG3)

Motion by Kevin Dobbs, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.03 Approval of the following Bids (SG3):

Bid # 5 - Athletic Apparel In-Game Uniforms

Bid # 6 - Supplemental Classroom Books

Bid # 7 – Fruits and Vegetables

Bid # 9 - Niagara Falls High School Exterior Message Board

Bid #10 - District Newsletter

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.04 Treasurer's Report – July (SG3)

4.05 Budget Status Report – (SG3)

4.06 Personnel Report – Certificated (SG2)

Motion by Kevin Dobbs, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.07 Personnel Report - Classified (SG2)

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.08 Report from Committee on Special Education (SG1)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.09 Report from Committee on Preschool Special Education (SG1)

Motion by Paul Kudela, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

4.10 Short-Term Contracts: (SG3)

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

5. Unfinished Business

5.01 None

6. New Business (See Boarddocs)

6.01 Approval of Partnership Agreement for Provision of ABE/TASC Preparation to Students Aged 17-20 Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara - 9/1/19-06/30/20 (SG1)

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Abstain: Ronald J Barstys

6.02 Approval of Agreement with LaSalle Early Childhood Center, Inc. Prekindergarten – For a 4-Year Old Program For Universal Pre-School Site 2019 – 2020 (SG1)

Motion by Nicholas Vilardo, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.03 Approval of Agreement with the Niagara Falls Housing Authority For Universal Pre-School Site 2018-2019 (SG1)

Motion by Nicholas Vilardo, second by Ronald J Barstys.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.04 Approval of the District Comprehensive Improvement Plan and School
Comprehensive Education Plans (SG1)

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.05 Addendum to the Approval of Building-Level School Safety Plans (SG1, 2)

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.06 Approval of the Corrective Action Plan (CAP) In Response to the NYS Comptrollers
Audit School Safety Plans (SG1, 2)

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.07 Approval of Agreement with Amplify Education, Inc. for Professional Development
Services (SG1, 2)

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.08 Approval of Agreement Houghton Mifflin Harcourt Publishing Company for
Professional Development Services (1)(GO Math) (SG1, 2)

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.09 Approval of Agreement with Math Solutions/Houghton Mifflin Harcourt for
Professional Development Services (SG1, 2).

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.10 Approval of Agreement with Pearson Education, Inc. for Professional
Development Services (SG1, 2)

Motion by Ronald J Barstys, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.11** Approval of Agreement with PLC Associates, Inc., for Educational Support Services (SG1)
Motion by Nicholas Vilardo, second by Russell Petrozzi.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.12** Amendment to the Agreement with Niagara Falls Memorial Medical Center Adding Pre-Participation Physical Examinations for Interscholastic Sports for the Fall of 2019 (SG4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.13** Approval of Contract for Professional Consultant Services Between the City School District of the City of Niagara Falls, New York and Niagara University for Early College High School Programming 2019/20 School Year and Summer Camp 2020; 9-1-2019 - 8-31-2020 (SG1,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.14** Approval of Contract for Professional Consultant Services Between the City School District of the City of Niagara Falls, New York and Niagara University for Big Eagle Little Eagle High School Programming 2019/20 School Year; 9/19-2019 - 8-31-2020 (SG1,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.15** Approval of Contract for Professional Consultant Services by Independent Contractor Between the City School District of the City of Niagara Falls, New York and Niagara University for 21st Century Grant Programming 9-1-2019 to 6-30-2020 (SG1,3,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.16** Approval of Contract for Professional Consultant Services by Independent Contractor Between the City School District of the City of Niagara Falls, New York and Niagara University for Empire State Grant Programming 9-1-2019 to 6-30-2020 (SG1,3,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.17 Approval of Contract for Professional Consulting Services between the City School District of the City of Niagara Falls and HOGHOL for the 2019-2020 school year (9-1-2019 - 6-30-2020) (SG1,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.18 Approval of Contract for Professional Evaluation Services Between the City School District of the City of Niagara Falls and Via Evaluation, Inc. for Independent Evaluation Services For The My Brother's Keeper and 21st Century Elementary and Prep Grants — 9/30/19—8/31/20 (SG1,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.19 Approval of Contract Between the City School District of the City of Niagara Falls and NMG Evaluation, Inc. for Professional Evaluation Services for Extended School Day and Empire State Grant Evaluation 9/1/19—8/31/20 (SG1,3,4)
Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.20 Approval of Contract for Professional Services Associated With Various Grants Between the City School District of the City of Niagara Falls, and Niagara Falls Boys and Girls Club 9/1/19—6/30/20 (SG1,3,4)

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.21 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 August 23, 2019 – June 30, 2020 Project (SG2)

Motion by Vincent Cancemi, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.22 Amendment to Approval of Contract - Environmental Project Inspection & Sampling Services Capital Project - Stewardship Project, Bid 16 For The 2018/2019 School Year (SG2,3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

6.23 Approval of Payment No. 5 to Manning Squires Henning for General Contractor Work, Contract #101, For the Stewardship Capital Project (SG3)
Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.24** Approval of Payment No. 5 to Jr Swanson Plumbing Co, Inc. for Plumbing Work, Contract #102, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.25** Approval of Payment No. 3 to Quackenbush Co, Inc. for Mechanical/ HVAC Construction Work, Contract #103, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.26** Approval of Payment No. 5 to Cir Electric Co. for Electrical Work Contract #104, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.27** Approval of Payment No. 4 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.28** Approval of Payment No. 6 to Manning Squires Henning for General Contractor Work, Contract #101, For the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.29** Approval of Payment No. 6 to Jr Swanson Plumbing Co, Inc. for Plumbing Work, Contract #102, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.30** Approval of Payment No. 4 To Quackenbush Co, Inc. for Mechanical/ HVAC Construction Work, Contract #103, for the Stewardship Capital Project (SG3)

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.31** Approval of Payment No. 6 to Cir Electric Co. for Electrical Work, Contract #104, for the Stewardship Capital Project (SG3)
Motion by Vincent Cancemi, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.32** Approval of Payment No. 5 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, for the Stewardship Capital Project (SG3)
Motion by Vincent Cancemi, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.33** Approval of Change Order No. 101-008 for Manning Squires Hennig for General Construction Work on the Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0015.0014) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.34** Approval of Change Order No. 101-009 For Manning Squires Hennig for General Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.35** Approval of Change Order No. 101-010 For Manning Squires Hennig For General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0020.0016) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.36** Approval of Change Order No. 102-001 For Jr Swanson Plumbing Co. For Plumbing Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0001.0018) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.37** Approval of Change Order No. 102-002 for Jr Swanson Plumbing Co. for Plumbing Construction Work on the Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

- 6.38** Approval of Change Order No. 102-003 For Jr Swanson Plumbing Co. For Plumbing Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0020.0016) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.39** Approval of Change Order No. 104-001 for Cir Electrical Construction for Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0001.0018) (SG3)

Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.40** Approval of Change Order No. 104-002 For Cir Electrical Construction For Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0020.0016) (SG3)

Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.41** Approval of Change Order No. 104-003 For Cir Electrical Construction For Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0018) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.42** Approval of Change Order No. 105-002 For Scott Lawn Yard For Site Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) (SG3)
Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
- 6.43** Approval of Change Order No. 105-003 For Scott Lawn Yard For Site Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) (SG3)

Motion by Kevin Dobbs, second by Anthony F Paretto.
Final Resolution: Motion Carries
Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

7. Review of the Proposed Policy(ies)

7.01 None

8. Information and Reports

8.01 Superintendent's Report

Mr. Laurrie extended his thanks to the Board for supporting the resolutions presented. Next Board meeting is September 12. Mr. Laurrie would like to share a very rough draft of the proposal prepared by Amy Starck. He will have a better draft available for the September 12th meeting. On October 4, there will be a press conference to kick off and announce the sponsor for the NFHS football field. Mr. Laurrie discussed the editorial written by *The Niagara Gazette* a couple of weeks ago. Mr. Laurrie met with the editorial board to discuss what our district initiatives have been. Mr. Laurrie mentioned that he was concerned over student attendance and also concerned that some students at NFHS have very few credits. The staff at the newspaper turned that statement around and didn't highlight any of the positive things that were discussed. Mr. Laurrie wrote a letter to the editor to reiterate the good things going on in the District. He has now moved on from it.

Mr. Laurrie wanted to extend his congratulations to a few people who were appointed as administrators and assistant administrators. Mr. Derek Zimmerman was promoted to principal at Gaskill. Ms. Manella and Mr. Ventry were promoted to Vice Principals at Abate and NFHS, respectively. Mr. Laurrie is confident they will all do well in their new positions. Thank you to the Board for supporting these recommendations. Mr. Laurrie extended his thanks for those teachers who have been newly appointed with the District. All schools will be ready to go for September. Mr. Laurrie would like to thank teachers who participated in curriculum work and staff development over the summer. Mr. Carella did a great job in organizing everything. Thanks to Mr. Smeal and the maintenance team for their hard work over the summer. Thanks also to the students who attended the summer programs. For the elementary programs, there was an average daily attendance of 500 students, and about 200 students at the secondary level. Having summer school at Niagara-Wheatfield did cause a lower level of participation than in the past. Mr. Laurrie distributed a draft of the sponsorship proposal for the sports and PAC. The proposal includes suggested price amounts. Ms. Starck will be here on September 12th to get feedback so it can be presented to the public after Board Member approval. Mr. Laurrie wished everybody the best school year ever.

8.02 Board Members Report and Comments

Mr. Vilardo noted that some of the new employees came from outside the City. Contrary to popular belief, people do want to move into the City. He feels the new employees will be an asset to the community. Mr. Vilardo is hoping for a safe start to the school year.

Mr. Petrozzi would like to thank the District staff for all of their hard work, and also the new staff for making a commitment to the District. Let's hope for best year yet!

Dr. Barstys offered kudos to Ms. Massaro and Mr. Carella for the tremendous amount of work over the summer. Good job to Mr. Smeal and his crew for getting the schools ready for September.

Mr. Cancemi agrees with other Board Members and is looking forward to a new school year. Thanks to Mr. Laurie for his leadership and his diligence. His concern for the students shows. Mr. Cancemi has traveled to many of the schools this summer and cannot believe how nice the schools are looking now due to a lot of planning and hard work. Thanks to Mr. Smeal and his team for their great work. He also thanked Ms. Massaro for helping Mr. Laurie to be a great superintendent. Thanks to Mr. Massaro for all his hard work as well. Hope everyone had a great summer. He is happy to be back and thanks to all for being there for him. Good luck to Mr. Restaino.

Bishop Dobbs is pleased with all the work that was done. He has seen all the improvements, and it makes him feel good that students will have nice school buildings. He commends this District for trying to do everything possible for students and making the educational process what it is. There is always room for improvement, but appreciates the teacher and staff for doing what they do to make students successful. He is excited about the future.

Mr. Paretto thanked the Human Resources Department for their hard work. Over the last few years, he has seen a lot of industry move out of Niagara Falls, taking jobs with them. He still believes in this City. The District is the heartbeat of the City right now. We are bringing in people that will make this area better and helping the local economy. He is proud to serve on this Board. No matter what is said by the media, he stands behind what he and his colleagues, along with the Superintendent, do for this district. He has raised his family here and is happy to be part of the village that raises the child. Excellent job on staff and construction matters. All good paying jobs from construction helps to give back to community.

Mr. Kudela thanked Mr. Anderluh for his Residency Policy comments. Thanks to Mr. Smeal and the construction crew for their hard work to improve the schools. He noticed there were some kids skateboarding in front of GPS on the new concrete. He will ask the police to check to make sure no one is skateboarding there until the work is complete. He feels the mental health workshop for 9th Graders is an excellent benefit. Thanks to Ms. Massaro for the great job with new hires. The demand is outweighing supply for teachers right now. Mr. Kudela would like students to participate in the Niagara Falls City Youth Council to get them involved in community government. He would like to recognize them as a partner of the District officially. Mr. Kudela will work on active shooter drills with emergency personnel throughout county. Must be at the forefront of safety plans so everyone is prepared in case of an emergency. Regarding a recent termination, he would like to thank Mr. Laurie in helping with due diligence in order to make an educated vote. He did his due diligence on that matter and will not answer any further questions.

Mr. Laurie received word that the District received a grant for partnering with the Niagara Falls City Youth Council.

Mr. Restaino reminded everyone that the next meeting is on September 12. He asked that everyone come prepared with questions for the sports and PAC

sponsor proposals. As always, contact administration with questions or concerns.

9. Advanced Planning

9.01 Future Agenda Items

BRS Mtg. Thursday, September 12
1. Athletic Fields Sponsorship Proposal
2. Capital Projects
3. Agenda Review

9.02 Future Meeting Dates

10. Adjournment

10.01 Meeting adjourned in memory of the following who recently passed away:

- William R. Woodley, electrician for the District for more than 30 years.
- Kathleen "Kay" Fleming, mother of Mary Ellen McKean (grade one teacher at Maple Avenue) and grandmother of Taylor Fleming (Niagara Street Pre K associate)
- Richard O'Harrow, LaSalle Prep School, Part-Time Cleaner.
- Richard Kudela, father of Board member Paul Kudela.
- Giuseppe LaGatta, father of Chiara Durkin, elementary school teacher at Kalfas.
- Rodney Rhodes, retired District Phys Ed teacher, father of Teacher on Special Assignment Cathy Sullivan, Margaret Rhodes (Pre-K G.J. Mann) and Grandfather of Laura Collier (ENL Kalfas Magnet School).
- Robert C. Brick, Jr., retired math teacher, NFHS.
- Elizabeth (Bunny) Bradley, wife of former CEA and former member of this body, Robert Bradley.
- Beverly Laughlan, former Lunch aide at Hyde Park Elementary School.
- Stella Joyce, mother of retired personnel manager Barbara Joyce; mother in law of Helen Joyce, technical specialist, Central Office.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

BOARD REVIEW SESSION

September 12, 2019

BOARD MEMBERS PRESENT: Mr. Restaino, Mr. Barstys, Mr. Petrozzi, Bishop Dobbs, Mr. Cancemi, Mr. Paretto and Mr. Bass

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Smeal, Mr. Carella, Mrs. Holody, Mr. Granieri, Mrs. Glaser, Ms. Doerr, Mr. Briglio, Mrs. Baldassarre, Mr. Roscetti, Mr. Massaro, Mr. Ruffolo

GUESTS: Mrs. Starck, Mr. Miceli, Mrs. Dafchik, Mr. Tillman, Ms. Bradley

Sponsorship Update

Mrs. Amy Starck provided the Board with an update on the sponsorship effort she has undertaken. She provided a Case for Support; individual sheets highlighting performing arts and athletic facilities and outlining sponsorship opportunities being offered. Sponsorship levels are priced out after comparing to other districts throughout the state and based on other naming opportunities. A target list of people is established based on these categories. The District's Performing Arts Center is different, as it is in a building, others are stand alone. Packages have been designed to make patronage more attractive. There will be a finite number of years with each opportunity. Procedures are established for selecting between large donors, should it be the case.

Mr. Laurrie stated on September 26, the Board will be presented with a 10-year agreement for the naming sponsor. On October 4 there will be a press conference announcing the naming sponsor. The official unveiling will occur after the press conference. Mrs. Latham will be sponsoring refreshments in the Field House. October 5 is the official dedication at the football game. Mrs. Latham has approximately 100 guests attending from throughout the United States. That alone will provide the District with another case for support. Mrs. Starck will then begin approaching the identified vendors.

The Board and staff were asked to look at the Case for Support language and content and forward any suggestions to the Superintendent. Also, names of individuals to whom postcards should be sent can be given to the Superintendent.

Mr. Laurrie noted Mrs. Starck's contract is up at the end of the year and he will fully recommend an extension and an increase in her responsibilities.

Capital projects Update:

Mr. Miceli provided progress photos of capital projects work:

LaSalle Prep – Second floor gym. Change orders for this location include first floor gym – high spots in concrete had to be ground down; Owner’s request – painting of the exterior foundation where cracks were patched.

79th St. – Kitchen with all equipment installed. Change order for this location was to pump out water from the fuel tank that was removed, abating of the mastic behind the cork boards; this was an unforeseen condition. Cerrone was commended for additional crew deployed to complete this task. 22 classrooms were involved. Phase II work will include the installation of corkboard in the new areas.

Hyde Park - exterior railings, sidewalks. Change order for this location was for raising of the manhole.

GJ Mann - new exterior sign, carpeting

Cataract – Music Room plywood was deteriorated. Change order for this location was for removal of subfloor in stage area.

Maple Ave. – Roof work is being competed; flashing work is occurring. Cupola needed some patching of wood. Change order for this location was for run of plumbing to avoid disruption of wood work.

Abate – Taping of floor and instrument used to paint floor lines. Change order for this location was to add fire rated doors and to rework electrical.

NFHS – Scott Lawn Yard is working on punch list items. Change order for this location was for unsuitable soil at the bus drop off and addition of boulders in the bus loop.

97% of the project is complete and no loss time has been recorded.

Change orders total \$203,993; the largest are the unsuitable soil and asbestos abatement. Total to date is \$424,739, of which \$132,000 were owner requested change orders. In this phase of the \$55 million project, including owner requested change orders, we are at 1.94% of \$22 million; 1.33% with owner change orders removed. We placed \$1.6 million in contingency and have only spent \$400,000; we will pick up \$1.2 million for bid day.

Mr. Laurie reported at his meeting this week with Building Trades Union, comment was made that the Board of Education is a breath of fresh air when it comes to construction projects.

Superintendent’s Goals 2019-20

The Superintendent reviewed his goals for the 2019-20 school year:

Strategic Goal #1

To exceed and continuously improve learner outcomes against academic standards.

- PD – Differentiated; Focus on Social/Emotional (SEL) Learning; Every session has a Strategy
- Vendor Scoring – All areas
- Restorative Practices – Reduce Superintendent/Out of School Suspensions
- Sister Schools Planning
- CTE Planning – Living Environment/Algebra curriculum realignment
- Attendance Improvement for Students – requests for transportation are enormous; look at bussing for all students. Provide programming to attract students.
- Reformat Alternative School for NFHS – a twilight program at NFHS is being considered.

Strategic Goal #2

To achieve the highest level of employee cooperation, trust, and empowerment.

- School and Community Visits and Conversations/Forums

Strategic Goal #3

To effectively control financial costs while maintaining quality education.

- Sponsorship
- Move Bond Rating A- to A
- Transportation Contracts (NFCL and First Student)

Strategic Goal #4

To achieve the highest level of partnerships with our community.

- Youth Risk Behavior Survey administration and analysis
- Video messaging for updates
- “Three Meals a Day” program – applying for program to serve dinner for students that is reimbursable (Abate)

Strategic Goal #5

To provide, integrate, and promote technology throughout all facets of our organization.

- Math Computerized Testing Grads 6-8
- FM to nVision Conversion

Agenda Review

September 26 Regular Board Meeting will include Special Presentations: August Graduates and Recognition of Outstanding Staff.

Bids:

#8 (School Apparel) – Award is recommended to Dan the Man.

NYS Office of General Services Vehicle Marketplace – The District received the Vehicle Marketplace bid for the final two trucks; the Board will be asked to approve these on September 26. McFadden Ford was the lowest bidder off the OGS for two 2020 F-250 XI Crew Cab Pickups; cost is \$72,915 for two vehicles. \$590,000 is the total spent of the \$650,000. \$60,000 remains to be used for the purchase of lifts and UTV for the sports fields.

In regard to NFHS windows, Mr. Sass of Kleen Windows Inc. will investigate the condition and make a recommendation so it can be determined if the expense will be bid or quote.

Short Term Contracts

1. Corrine Werder - Workshop: Sex Ed. Tool Box - September 18, 2019
2. Corrine Werder - Workshop: Gender and LGBTQ Inclusivity - September 21, 2019
3. Willie Price (Willie A. Price Speaks L.L.C.) – Seminar for Youth Mentoring - October 7, 2019 – December 20, 2019; occurring at Abate for grade 6 boys.
4. Peacemakers - Safe Passage 2019 to provide non-violent responses to challenges in the community during after school dismissal - September 9, 2019 – November 15, 2019. This group provides patrols after school in the area of Niagara St. School, Gaskill and Hyde Park. In addition, Peacemakers will be assigned to some difficult bus runs.
5. Mindfulness Center, LLC Gizelle Stokes - Presentation entitled “Mindfulness” – August 14, 2019
6. Buffalo Jazz Collection - Master Class at NFHS - October 19, 2019

New Business:

- 6.01** Acceptance Of 2019-2020 Funds For The Extended Day/School Violence Prevention Grant For Year 2019-2020 ([SG 1,2,3](#))
- 6.02** Appointment of Delegate to the 2019 New York State School Boards Association Conference ([SG4](#)) - Mr. Restaino asked to be informed of interest by any board member attending the conference.
- 6.03** Appointment of Alternate Delegate to the 2019 New York State School Boards Association Conference ([SG4](#)) - Mr. Restaino asked to be informed of interest by any board member attending the conference.
- 6.04** Approval of Contract For Professional Consultant Services By Independent Contractor Between The School District of The City of Niagara Falls, New York And Language Intelligence, Ltd September 26, 2019 – June 30, 2020 ([SG1](#)) – This is back-up service contract to be used as needed.

- 6.05** Approval of Agreement with Community Connections of New York and the City School District of the City of New York for Administration, Evaluation and Interpretation Services of the 2019 Youth Risk Behavior Survey to students in Grades 7-12. [\(SG1\)](#)
- 6.06** Approval of Contract Between the City School District of the City of Niagara Falls And Melinda A. Scime, Psychologist, PLLC For Professional Mental Health And Consultation Services For Empire Grant Programming 9/1/2019-6/30/20 [\(SG1\)](#)
- 6.07** Approval of Contract Between the City School District of the City of Niagara Falls And Melinda A. Scime, Psychologist, PLLC for Professional Mental Health And Consultation Services For 21st Century Elementary, 21st Century Preparatory, Extended School Day and Family Community Engagement Grants Programming 9/1/2019—6/30/20 [\(SG1\)](#)
- 6.08** Approval of Contract for Substance Abuse Counseling Services at Niagara Falls High School Between the City School District Of The City Of Niagara Falls and Beacon Center For September 1, 2019 - June 30, 2020 [\(SG1\)](#) - This is funded through the Extended School Day grant. Also, NFHS is interested in incorporating into SCIP for substance abuse.
- 6.09** Approval of Contract For Consulting Services Between the City School District of the City of Niagara Falls and Because I Tried Enterprises, Inc. [\(SG1\)](#) – Services provided by Mode Cox.
- 6.10** Approval of Contract Between the City School District of the City of Niagara Falls and Tami Rowh Wellness to Provide Yoga Instruction for Empire State After-School Program; 9/1/2019-6/30/2020 [\(SG1\)](#)
- 6.11** Approval of Agreement For Sponsorship of the Football Field and Track in the City School District of the City of Niagara Falls’ Recreational Complex. [\(SG3\)](#) – Amount will be \$100,000 from sponsor.
- 6.12** Approval of Contract Between the City School District of the City of Niagara Falls and Marsha McWilson for Youth Mentoring at Henry J. Kalfas and Harry F. Abate Elementary School for the 2019-2020 School Year. [\(SG1\)](#) – Services will be delivered during the day and after school.
- 6.13** Approval of Contract Between the City School District of the City of Niagara Falls and Master Ketchens Martial Arts for the 2019-2020 School Year. [\(SG1\)](#) – The contract has been extended to work on a 6 day rotation at every school.
- 6.14** Approval of Contract For Professional Development Services, After School Enrichment and Tier 2 Interventions to Meet State Guidelines For Student Social Emotional Learning Between the City School District of the City of Niagara Falls, and The Mindful

Center for Social Emotional Wellness for October 1, 2019 – February 29, 2020. (SG1)
– This is a long-term contract to work with Niagara St. and NFHS for day and after-school programming and PD for staff.

- 6.15** Approval of Contract Between the City School District of the City of Niagara Falls and XXXXXXXXXXXXXXXX For The Installation of Bus Arms For All Niagara Falls Coach Lines Busses, In Compliance With The Law. (SG4) An agreement is needed with Niagara Falls Coach Lines and the company to install the bus arms. The City Council is working on an ordinance to establish fines for individuals passing a stopped bus. The company installs the camera on busses and administers and collects the fine. The company installs and maintains cameras. There is no cost to the District. Money is recouped when fines are collected; the company receives 60%, the City 40%. No district in the state has done this yet, although the Bus Stop-arm Camera Bill went into effect on September 6. The District is awaiting a template from the City. This resolution is being prepared according to the statute; the program may not be implemented until later.
- 6.16** Approval of Contract for Document Destruction Services Between the City School District of the City of Niagara Falls and Stericycle, Inc. on behalf of itself and its subsidiaries ("Shred-it"), for the period September 27, 2019-September 27, 2022 (SG3)
- 6.17** Approval of Payment No. 7 to Manning Squires Henning for General Contractor Work, Contract #101, For The Stewardship Capital Project (SG3)
- 6.18** Approval of Payment No. 7 To Jr Swanson Plumbing Co, Inc. for Plumbing Work, Contract #102, For The Stewardship Capital Project (SG3)
- 6.19** Approval of Payment No. 5 To Quackenbush Co, Inc. for Mechanical/HVAC Construction Work, Contract #103, For The Stewardship Capital Project (SG3)
- 6.20** Approval of Payment No. 7 to Cir Electric Co. for Electrical Work, Contract #104, For The Stewardship Capital Project (SG3)
- 6.21** Approval of Payment No. 6 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, For The Stewardship Capital Project (SG3)
- 6.22** Approval of Change Order No. 101-011 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) (SG3)
- 6.23** Approval of Change Order No. 101-012 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) (SG3)

- 6.24** Approval of Change Order No. 101-013 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0039.0011) [\(SG3\)](#)
- 6.25** Approval of Change Order No. 101-014 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0020.0016) [\(SG3\)](#)
- 6.26** Approval of Change Order No. 101-015 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0015.0014) [\(SG3\)](#)
- 6.27** Approval of Change Order No. 101-016 for Manning Squires Hennig for General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) [\(SG3\)](#)
- 6.28** Approval of Change Order No. 102-004 for Jr Swanson Plumbing Co. for Plumbing Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) [\(SG3\)](#)
- 6.29** Approval of Change Order No. 104-004 for Cir Electrical Construction for Electrical Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0038.0018) [\(SG3\)](#)
- 6.30** Approval of Change Order No. 104-005 for Cir Electrical Construction for Electrical Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) [\(SG3\)](#)
- 6.31** Approval of Change Order No. 105-004 for Scott Lawn Yard for Site Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) [\(SG3\)](#)
- 6.32** Approval of Change Order No. 105-005 for Scott Lawn Yard for Site Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0043.0007) [\(SG3\)](#)
- 6.33** Approval of Change Order No. 105-006 for Scott Lawn Yard for Site Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0026.0013) [\(SG3\)](#)
- 6.34** Approval of Change Order No. 105-007 for Scott Lawn Yard for Site Work on The Stewardship Capital Projects – District-Wide Reconstruction (SED 40.08.00.01.0.0005.0014) [\(SG3\)](#)

Personnel Reports

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staff. Some additions may be made for the September 26 Board Meeting.

The Superintendent and Ms. Massaro discussed the medical condition of a NFHS student that requires some legal and policy work to occur to address the student's needs. The issue and required policy will be for Do Not Resuscitate Orders.

Superintendent's Matters:

The Superintendent proposed a change in the October Board meeting schedule, October 3 moved to October 10. No objection was noted.

The 2019 school year opening went very well. Enrollment is near 7,000; additional students are being received daily. The Registration Office is commended for the number of students being processed. NFHS enrollment is up and staff were well prepared for the welcoming of students. Mr. Smeal and Ms. Massaro are applauded for their work in preparing District buildings for our students and hiring the necessary staff to deliver instruction and serve our students. I thank them both.

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
September 26, 2019

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, P. Kudela, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Absent: K. Dobbs

Staff Present: L. Baldassarre, J. Briglio, J. Giarrizzo, J. Glaser, R. Granieri, J. Jacklin, R. Holody, A. Massaro, M. Massaro, J. Roscetti, N. Ruffolo, R. Schwertfager, E. Smeal.

New Business

Niagara Falls Housing Authority

Mr. Laurrie introduced Mr. Cliff Scott, who is the new director of the Niagara Falls Housing Authority and a Western New York native. Mr. Laurrie feels the Housing Authority made a good choice and said the District looks forward to a good partnering relationship with the House Authority. Mr. Scott thanked the Board for allowing him to speak. Mr. Scott is originally from Grand Island and is very excited to be in this new position. He is very much looking forward to working with everyone. Mr. Scott mentioned that Mr. Bass is a Commissioner on the Housing Authority Board. Mr. Scott has worked in many states and feels this District is an anchor institution. One of the areas in the City the Housing Authority focuses on is the Highland Avenue corridor. Mr. Scott spoke with Mr. Laurrie about student truancy, and he feels that this issue needs to tackle that with the residents in and around Highland Avenue. Mr. Scott would like to attend the Board meeting in November/December to discuss this topic further. Mr. Laurrie and Mr. Scott may partner together to address truancy for students who live in properties under the Housing Authority's direction. One idea is to have a representative of the Housing Authority and the District knock on doors to make sure kids are in attendance, and if they are not, make efforts to get the students in school. Mr. Restaino feels any support the District can get to improve student attendance is helpful.

Mr. Restaino mentioned that Mr. Bass and Mr. Petrozzi need to complete and turn in their evaluations as soon as possible. Both said they will submit them right after tonight's meeting.

NYSSBA Bylaw Resolutions

Mr. Giarrizzo explained that the Bylaw Resolutions consists of many proposed amendments. At tonight's meeting, the Board members will decide if the NFBOE as a whole agrees to vote "yes" or "no" to each proposed amendment. The NFBOE representative attending the NYSSBA meeting will take the NFBOE's decision to the meeting. Mr. Giarrizzo explained that the NYSSBA Committee recommends saying "Yes" to amendments #1-#21. There is a NYSBAA Board of Directors and also a separate NYSSBA committee. The Committee reviews the resolutions and gives their recommendations for yes or no. If the NFBOE agrees with the NYSBAA Committee recommendation, they should vote "Yes". If the NFBOE disagrees with the NYSSBA Committee's recommendation, then a "No" vote is cast.

For Amendments #1 - #26 the NFBOE decided to vote "Yes", with the exception of #19, #23 and #25, to which they decided to vote "No". Also, for #9, the NFBOE votes "Yes", but would like to

include language in the amendment that the NYS Education Department should pay for the cameras. The NFBOE votes "Yes" with this change.

Review of Agenda

A review of the agenda was held.

There are 13 August graduates for the Class of 2019.

There will be Outstanding Staff Member Awards to employees of the month.

Mr. Laurie said the Board did receive one written communication.

Mr. Smeal indicated that the bids for crew cabs pick-ups has gone out. After this, there is \$16,000 remaining in the vehicle budget.

Mr. Laurie mentioned that the Peace Makers are doing a great job in helping to keep students safe.

New Business

Acceptance of funds for the Extended School Day/Violence Prevention programs.

Mr. Laurie will request that the October 3 Board meeting be moved to October 10 instead.

Mr. Vilaro is the designated delegate for the 2019 New York State School Boards Association Conference. Mr. Kudela will serve as the alternate delegate.

Mr. Laurie mentioned that regarding approval of the Agreement For Sponsorship of the Football Field and Track in the City School District of the City of Niagara Falls' Recreational Complex, if the Board Members approves this item tonight, the first check will come to the District. The second check will go to the Niagara Falls Education Foundation for scholarships. Mr. Laurie is anticipating a big turnout for the press conference.

Mr. Laurie is very proud that the NFCSD is the first district in NY State to pilot bus cameras, also at no cost to the District. The cost of the cameras is paid for using the fines collected by the City. As a pilot, the District has an agreement with Niagara Falls Coach Lines to put cameras on the three buses that have the greatest number of incidences. Mr. Massaro has been in contact with the City on this matter. The City will pass an ordinance at the next City Council meeting to make it whole. Mr. Massaro advised that the District should enter into another agreement with the City after the pilot if we decide to move forward. The cameras are for the safety of the students. The amount of the fine is set at \$250, and it is not a non-moving violation.

There is a new proposed contract for Shred-It. Shred-It securely destroys District records that the District is no longer required to keep, as well as any day-to-day sensitive information. Shred-It is also being used to securely destroy the paper copies of documents that have been converted to electronic files.

Because archived documents are being kept at the Community Education Center, the District needs to purchase a fire suppression system. Mr. Smeal explained that they are looking into a system that would spray a mist that would put the fire out, but not damage the documents. The first vendor quote he received was for \$130,000, which Mr. Laurie felt was high. The company came back with a discounted quote of \$113,000. Mr. Smeal has asked Buffalo Construction to assist the District in finding some other companies to obtain quotes from.

Mr. Laurrie pointed out that Items 6.19-6.23 are in order to approve payment of contractors for Capital Project work. Also, Items 6.24-6.36 are for approval of change orders in conjunction with Capital Projects.

Mr. Laurrie mentioned that at the first Board meetings in October, fire reports will be presented and a Capital Projects update will also be provided. Prior to the October 17 Board Meeting, there will be an Audit Committee Meeting. Mr. Laurrie has asked the auditors (Drescher & Malecki) to provide an update of their external audit. Drescher & Malecki will put together the final audit, and there will be a special BOE meeting on November 7 to vote to accept audit. The audit must be filed prior to November 15. Mr. Laurrie is anticipating that the District will have a surplus of over \$1.8 Million to contribute to the fund balance. At that point, Mr. Laurrie would like to contact Standard & Poor's in order to obtain a review of the District's bond rating.

Personnel Reports

Classified

Ms. Massaro noted that there were not many changes to the report. Additional cafeteria staff was added to cover the new fruit and vegetable carts at the prep schools.

Certificated

Ms. Massaro explained that changes are indicated with by an asterisk. A new ELL teacher was added, as well as a new special education teacher at Abate. There were also some other minor changes.

Dr. Barstys asked if the new staff members who needed to move into the City in order to satisfy the residency requirement have moved yet or not. Ms. Massaro indicated that yes, all of them have already moved and are in compliance.

Superintendent Updates

Mr. Laurrie attended the Audit Committee meeting prior to tonight's Board meeting. He extended his compliments to the District's financial team (Mr. Giarizzo, Mrs. Holody, and Mrs. Jacklin). The District's internal auditor reviewed over 2,700 packets, and had only 17 findings (14 were confirmatories, 1 sales tax issue, and 2 contract issues).

In regards to reviewing and proofreading the case support document prepared by Mrs. Starck, Mr. Laurrie thanked Dr. Barstys for his input. Mr. Laurrie assured the Board Members that he would not release the document for Mrs. Starck to distribute until it is perfect and we are satisfied with the language. Mr. Laurrie's goal is to have the document completed in time for the press conference.

On Tuesday, September 24 at 6:00 PM at Niagara Street, 65 people attended the Sister Schools public forum. Mr. Laurrie said the District received some very good feedback from parents. The community members in attendance suggested that parents of Niagara Street and Abate students be polled to obtain their opinions. They also requested information on sister school research and how it works. They asked that the District provide continual updates as things move forward. Mr. Laurrie was very impressed at the number of attendees at the meeting.

Mr. Laurie feels that the District had a great opening to the school year and was very pleased with District staff.

Meeting adjourned.

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Agenda Review Session
October 17, 2019

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, K. Dobbs, P. Kudela, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Staff Present: L. Baldassarre, J. Briglio, J. Giarrizzo, J. Glaser, R. Granieri, J. Jacklin, R. Holody, A. Massaro, M. Massaro, J. Roscetti, N. Ruffolo, R. Schwertfager.

Informal Review of Audit

Mr. Laurrie introduced Matthew Montalbo and Charles Trottier of Drescher & Malecki. They have provided a copy of the audit report for Board Members to review. Mr. Montalbo guided the Board Members through a PowerPoint presentation that highlighted important points of the audit. Mr. Montalbo and Mr. Trottier met with the District's Audit Committee earlier this evening to provide them with this information as well. The audit is in final draft form. The audit is ahead of schedule due to the cooperation of the District.

Referring to Page 1 of the PowerPoint (Auditor Communications) – Management is responsible for books and records, they provide an opinion on those records. This information represents the District's financial position as of June 30, 2019. Regarding policies and estimates, there were no significant changes. Drescher & Malecki are required to be free of conflict of interest so they can be objective in their audit. Mr. Montalbo noted that they received full cooperation from District personnel and were given access to records. Page 2 of the presentation addresses the financial trends of the District (Revenue vs. Expenditures). Due to exemplary leadership, revenues have exceeded expenditures consistently in the last few years, and by \$1.9 Million this year. This amount will be used to balance the 2020-21 budget. Dr. Barstys expressed how unique this situation is. Funds have also been set aside in reserves for Worker's Comp, EBLARS (mass teacher retirements), etc., to offset one-time financial events that may not be anticipated. Page 4 further displays the available fund balance, which is in compliance with the real property tax level. Page 5 shows the increase in State Aid from \$88 Million to \$91 Million and overall budgetary control. Good management and control of the budget resulted in a positive increase in general fund.

Page 6 shows information on the school lunch fund. Over last four years, there has been extra funds in the approximate amount \$400,000 per year. The District would like to use those funds for improvements in that area. Dr. Barstys asked if there is a cap on the amount of extra funds allowed. Mr. Giarrizzo indicated that, yes, there is a cap. The District sent a plan to upgrade kitchens to NYSED and they are in agreement with this plan. Mr. Laurrie advised the Board that the funds will be spent appropriately so the District will stay within the cap. Mr. Laurrie mentioned that the District may start a student dinner program, which would be one of the first in this area. There are some students who really need a program of this type.

Mr. Montalbo said the audit came up with only one finding regarding extra classroom activities at the elementary level, which is against the guidelines set by NYSED. Mr. Laurrie said he respects the finding, but he disagrees with the NYSED guideline and will not omit elementary treasurers. Mr. Laurrie feels it is important to have a person responsible for funds in the elementary school level. Unless the Board requests that he do otherwise, he will continue with this procedure.

Mr. Laurrie pointed out that the cyber security portion of the audit performed by Bonadio came up with only nine findings. Mr. Laurrie gives a lot of credit to Mr. Granieri for having already taken care of six out of the nine findings so far. Drescher & Malecki will provide a general statement involving cyber security risk. Their overall prospective is that the District is in a stable position.

Dr. Barstys asked if the District is still using Finance Manager. Mr. Laurrie said there will be a presentation later on this evening regarding changing over to nVision.

Mr. Laurrie noted that after the audit is filed with NYSED, he intends to initiate a call to Standard & Poor's for a review of the District's bond rating. Mr. Giarrizzo noted that the District has submitted the Transparency Reports and ST-3 reports to NYSED today, which is earlier than ever before.

The audit report does not reflect the \$2.3 Million of casino revenue due to the District. In spite of this, the District was able to hire 18 additional staff members (special education, PreK and ENL teachers, social workers and resource officers), and the budget is still in a good spot. Also, with leftover cafeteria funds, new kitchen equipment will be purchased and a dinner program added. New District maintenance vehicles were purchased as well, along with \$300,000 worth of new furniture and new musical equipment. Mr. Laurrie expressed that the District's mission is to give students as much programming and support as possible. Mr. Laurrie gives credit to the Board Members and the District's financial team for making this all possible, especially for a poor school district. Mr. Petrozzi feels that the positive part of the savings is that savings create savings, especially with a good bond rating. Mr. Giarrizzo noted that if the District received casino cash, it would become part of our surplus and would offset any deficit the District may have going into next year's budget. Mr. Laurrie is hoping to be fairly regarded by government leaders to assist the District in order to continue to be in a good budgetary position. It is the District's goal to be able to fund programs for students, as well as work toward improving the graduation rate.

Mr. Laurrie extended his sincere thanks to Drescher & Malecki for the wonderful job they did and for adhering to the District timeline. If Board Members have any questions or would like to request any changes regarding the audit, please do so prior to the November 7 voting meeting. The audit is being sent to NYSED the following day.

nVision Update

Mr. Laurrie explained that Finance Manager is no longer supported, so the District is switching to nVision. nVision is an update that has both a finance piece and a human resources piece. It's not the perfect solution, but is the best solution available at this time. Mr. Granieri is part of the implementation team, along with Mrs. Holody, Mrs. Savino, and Ms. Diane Spacone. Sophie, who works for the company, has been a huge

asset in the ongoing process. The implementation team has been working within Office365 to get work completely more efficiently.

The search for a financial program solution started in 2013. District staff has spent a lot of time looking into different products. No other feasible systems were a good fit. Approximately 30-40 school districts have already upgraded to nVision. Mr. Granieri is hoping for a smooth transition. The cost for the upgrade is \$18,000, which is quite reasonable. The nVision structure is on SQL database that allows for better flexibility. Dr. Barstys asked if nVision bought out FM. Mr. Granieri explained that it is same company, just an updated product. nVision is more flexible and has more tools. It is also supported by BOCES.

Mrs. Holody and Mrs. Savino have been “cleaning up” data in Finance Manager in order to get ready for the conversion by consolidating vendors, and getting rid of old account codes. The implementation team has weekly status meetings, sometimes twice a week. These meetings have been very valuable.

User roles need to be created and staff will receive training. Dr. Barstys asked if data can be extracted from Finance Manager and put into nVision. Mr. Granieri said because this is an upgrade, extracting data is not necessary. Mrs. Holody has worked on AP issues and check processing. In order to access nVision, users will have to first log into a security piece (similar to Citrix) to verify credentials. Then, each user will have another login for nVision.

On October 28, staff will be shown a demo providing a general overview of the system. It will not be a training session, and is meant to provide a preliminary mindset. On November 1, we will do accounts receivable preparation. The database upgrade will be done November 6-12. Sofia will provide off-site training. All users will get a good understanding of the changes involved with the upgrade. On November 12, the new system will be live. The primary focus will be on the payroll run for November 20. BOCES staff will be on hand to assist.

Mr. Granieri would like to schedule post-upgrade meetings in order to address any issues or problems. Office 365 will be used as a collaborative tool.

Ms. Massaro explained that back in 2007 when the District switched to Finance Manager, it was rushed. The data that went into the system on the HR side was never entered or used appropriately. Therefore, reports could not be generated properly. nVision isn't the perfect platform for HRO, but because of Mr. Granieri and Mrs. Savino's diligence, and the way the upgrade is being approached, she is hoping it will be a smoother transition. Hopefully, the system will be able to track vacancies correctly. Mr. Granieri has promised that the District will continue to look for a system that combines both the needs of human resources and the finance office. Mr. Granieri said there are some possible programs that can be looked at down the road. WinCap may be a consideration as it is BOCES supported and they are in the process of updating their platform.

Mr. Laurie is thankful for Mr. Granieri's approach and the Board Member's patience.

Review of Agenda

A review of the agenda was held.

Personnel Reports

Dr. Barstys had a question about one of the appointments that had “hours not to exceed” mentioned, but there is only one person under the heading. He wondered if there were no other people interested in the posting. Ms. Massaro explained that this was an addition and that there were other people selected previously.

Classified

Ms. Massaro mentioned that there was an appointment of a cleaner who is taking a probationary position. Therefore, there was an addition of temporary cleaners who are filling the resulting vacancy. The temporary cleaners can be appointed to permanent positions later on.

Certificated

Ms. Massaro had spoken to the Board at last week’s meeting about some additions that would be made to the report in regards to the promotion/appointment of a school counselor to serve at Kalfas. There was then an involuntary transfer from CEC to NFHS to fill in for that teacher.

Also, there was a voluntary transfer of a PSA from NFHS to Abate to assist with dean duties for a staff member who is working towards her counseling degree. Everything else is as discussed last week.

Mr. Laurie mentioned that November 7 will be a voting meeting regarding the audit. The audit will be sent into NYSED the following day.

The District will move forward in converting to nVision.

The annual Fire Safety Reports have been published in *The Niagara Gazette*. Mr. Smeal has provided copies to Board Members.

The IDEA manual will be on file in the District Clerk’s office. This is a new federal requirement. Mr. Schwertfager completed the work on the manual. Mr. Laurie anticipates that there will be more requirements similar to this coming from the Education Department in the future.

Easter Seals is providing autistic services to NFCSD students outside of the district. The District is holding off on making any payments until the Contract is in place.

November Board Meetings: November 7 (voting a 7:00); regular meeting November 21.

Superintendent Updates

Mr. Laurie has been invited to senate hearings taking place tomorrow in Buffalo at Roswell Park. He is putting some notes together on what he would like to speak about. He is going to start with a quote from Justice Catherine O’Connor regarding her findings as to the social-emotional needs of students. He also may quote a retired superintendent from Clarence who was hired to gather information on the NFCSD. He stated that NFCSD is a high-needs district and that an additional 110 teachers would be needed to be in-line with the rest of WNY. Mr. Laurie would like to address the State

Aid formula and how it is determined. Mr. Giarrizzo mentioned that the NYSED is proposing that the number of students who receive free and reduce lunch can no longer be used for poverty determination. Mr. Laurie will also discuss the fact that the NFCSD has a lot of high needs special education students. Mr. Laurie will report back to the Board on the hearings. Approximately 20 educators and superintendents from the area were invited to the hearings.

The NYSED approved Phase 2 of Capital Projects. Therefore, the District will be on target to bid out in November.

Next Tuesday (October 22), there will be an ENL dinner and celebration at Kalfas. The monthly District Parent Committee meeting will be held at Central Office that same evening.

The cameras installed on the bus arms continue to work. The City will be voting to pass the ordinance on October 29 at the City Council meeting. Mr. Laurie plans on attending the meeting. From the data collected so far, it appears as though 8:00 AM is the peak time for vehicles passing busses illegally, especially on Hyde Park Boulevard. Tuesdays, Wednesdays, and Thursdays are the days of the week with the most violations. Mr. Laurie would like to do full expansion with additional cameras after the ordinance passes.

Meeting adjourned.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

BOARD REVIEW SESSION

October 10, 2019

BOARD MEMBERS PRESENT: Mr. Restaino, Mr. Barstys, Mr. Petrozzi, Bishop Dobbs (excused), Mr. Cancemi, Mr. Paretto, Mr. Vilardo and Mr. Bass, Mr. Kudela (excused)

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Smeal, Mr. Carella, Mrs. Holody, Mr. Granieri, Mr. Schwertfager Mrs. Glaser, Ms. Sullivan, Mrs. Baldassarre, Mr. Roscetti, Mr. Massaro, Mr. Ruffolo

GUESTS: Mr. Trott, Mrs. Dafchik, Mr. Tillman, Ms. Bradley, Mr. Miceli, Mr. Wendling

Fire Reports

Mr. Smeal noted due to the 11-month cycle, this year's reports were due July 1, 2019; next year June 1 will be the deadline. Done differently this year was Capt. Benjamin reaching out to the buildings the day of the inspection; no forewarning was given.

Out of the District's 13 sites, 8 had with minor findings. Two had no violation and two required re-inspection (NFHS Rm 247 had critical finding: a window was broken out and was the only emergency egress. This was corrected on June 26, 2019.) Other access areas were blocked due to onset of clearing. Three rooms had door wedges and four rooms were missing rescue IDs on the window. LaSalle Prep. failed inspection due to auditorium balcony being used for furniture storage and the doors were blocked due to capital projects work occurring. The NFFD rescinded the violation once explained.

All buildings have passed their fire inspection. All fire panels were inspected by JCI and Simplex Grinnell. All kitchen ancillary systems were inspected, as well.

Capital Projects Update

Mr. Miceli reviewed progress photos of the Stewardship Project Phase 1:

79th St. Auditorium seats removed and refinished. Entrance vestibule has new doors and intercom.

St James drainage issue – Added 8' storm pipe tied into the catch basin. Today 95% of water is gone. New parking lot higher grades may have caused the problem due to the church's low spot. Mr. Laurrie interjected this should have been picked up in architectural drawings and is inexcusable. This item will be a change order next month. The District will be partners in the cost of this change order. \$16,300. Scott Lawn Yard performed work.

Summary of payments to contractors was reviewed. Only capital projects work approved is the four payments on the agenda for approval. There are none to Quackenbush, but to the other primes (JR Swanson, Scott Lawn Yard, CIR Electric, Manning Squires Henning). None of the retainage (5%) has been released to any contractor.

The last 1.5% of work to be done includes concrete work at Maple Ave., due to damage during roof work; Manning Squires will perform work. Gaskill concrete slab removal during this weekend, installation of wall pads at NFHS and LPS, sound panels at Cataract, volleyball set up at LPS and GPS, overhead door at Abate, Gaskill baskets, windows around cooler fence at 79th St., flashing and tile work, finish drainage at NFHS, drainage study at Maple Ave. Less than 2% of project required change orders; 1.5% without owner requested items.

Phase 2 Scope of Work Highlights were reviewed by Mr. Miceli.

In regard to the timeline for Phase 2, CPL is finishing drawings and coping has started: bid notice will be out on November 11. Pre-bid walk through is November 21. Bids are due December 12. The Board's review, for bids, will be on December 19. A special meeting on January 9 will be established to approve the bids.

- November 8 – Bid Documents uploaded to Avalon
- November 11 – Advertisement to Bid, drawings available for bid
- November 21 – Pre-bid Walkthroughs
- December 12 – Bid due
- December 19 – Board Meeting to review bids
- January 9 – Special Board Meeting to approve bids
- January 23 – Accept Contracts
- Construction starts Spring 2020 through Fall of 2021

Mr. Laurie commended the prime contractors used in Phase 1 and has congratulated them and expressed appreciation to them for their work on Phase 1.

Two simultaneous things are going on \$4.6 million remaining in pot for Smart Schools (cameras, PA, security) we are almost back to the beginning with CPL to see what Cannon did 3 years ago is now outdated. We will come to the Board with issues that need addressing.

Lastly, there is an issue being addressed by the internal team. Mr. Trott is working with SED on an emergency project regarding the chiller units at NFHS. The chiller units are 20 years old and beginning to fail. We have a temporary fix for the time being.

Agenda Review

There is an Audit Committee meeting next week. Drescher & Malecki will have a preliminary report to the Committee on the audit.

4.03 Approval of the following Bids:

- Facility Paint Supplies - Bid No. 11

This bid was publically advertised; seven vendors were sent bid packets. Two responses were received: Sherwin-Williams and PPG, to whom the bid award is recommended. PPG also offered a 58% discount on in-stock paint, Sherwin Williams, a 45% discount. PPG catalog items, 30%; Sherwin Williams, 45% but that is only on paint from them. The District qualifies for 25% on non-paint item. PPG offers free same day delivery. The District's expenditure this year, due to the amount of painting performed, was close to \$70,000.

4.10 Short-Term Contracts:

1. John Gatto - The Spotlight Group - Workshop: Laughter is the Answer - October 9, 2019
2. John Gatto - The Spotlight Group - Workshop: Improving Student Self Esteem – October 10, 2019
3. Jon Erwin Workshop: – Restorative Justice Practices - October 16, 2019
4. John Gatto – The Spotlight Group – Workshop: Development of Student Motivation – October 17, 2019
5. Buffalo Hearing and Speech Ctr - Evaluation: Independent Comprehensive Speech/ Language and Central Auditory Processing Evaluation – to resolve an Impartial Hearing.
6. Musicality Central LLC – Rishone Todd - Presentation at LPS - October 2019 – January 2020 for an after-school program
7. Dr. Mark Gordon, OD, FCOVD Developmental Optometrist PC - Evaluation: Independent Comprehensive Speech / Language and Central Auditory Processing Evaluation – to resolve an Impartial Hearing
8. Justin Higner, Higner Maritime Artworks Workshop: Building and Creating Worlds October 2019 January 2020
9. Cat Morgan Workshop: Exemplars Problem Solving Workshop, Level I, Grades K-5 November 16, 2019.

New Business

6.01 Acceptance of Funds For The 2019-2020 Federal Idea Funding for the Education of Students with Disabilities Grant – Section 611 (SG3) \$2 million

6.02 Acceptance of Funds for the 2019-2020 Federal Idea Funding for the Education of Students with Disabilities Grant – Section 619 (SG3) \$102,000

- 6.03 Acceptance of 2019-2020 Funds For The 21st Century Community Learning Centers Prep And Elementary (Pre-Prep) Grants For Year 2019-2020 (SG3)
- 6.04 Approval of a Special Meeting (November 7, 2019) of the Board of Education November 7, 2019 (SG4) – This meeting is necessary to vote on the annual District audit.
- 6.05 Approval of Annual Fire Safety Reports – 2019/2020 (SG1,2,4)
- 6.06 Approval of Payment to NYS Association of Small City School Districts For Shared Cost of Ongoing Legal Fees Involving State Aid For Small City Schools (SG3) The Board agreed not to exceed \$35,000. There are two more payments, this is \$20,000 of that amount. The next step in the Maisto case is to file legal brief by November 18. We have requested to see the brief before it is submitted
- 6.07 Approval of the Individuals With Disabilities Education Act (Idea) Policy and Procedure Manual in Response to the NYS Department Of Education Audit (SG1) This is in response to the audit conducted and meets requirements of the CAP. Manuals will also be coming down for Title I and other grants.
- 6.08 Approval of Municipal Cooperation Agreement Between the City of Niagara Falls and the City of Niagara Falls City School District for the Use of School Resource Officers 9/1/2019 – 6/30/2020. (SG3,4) This is for four Resource Officers.
- 6.09 Approval of Contract for Professional Development Services For The Journeys Program Between the City School District of The City of Niagara Falls, and Houghton Mifflin Harcourt Publishing Company for October 21, 2019 – August 31, 2020. (SG1,2) The Journeys program is training for new teachers this year. We are using Title I funds for training.
- 6.10 Approval of Contract for Professional Development Services For The Pyramid Model Between The City School District Of The City Of Niagara Falls, And ECE Solutions for October 17, 2019 - June 30, 2020. (SG1,2) This model is similar to the RTI model; prevention program for behaviors especially in early childhood classes. Currently, trained all Pre-K3 and Pre-K4 teachers, now working through kindergarten teachers. Putting all elementary administrators through training, as well as social workers and deans.
- 6.11 Approval of Contract for Professional Development Services For The Pre-K 3 and Pre-K 4 NYS Standards Between The City School District Of The City Of Niagara Falls, Dr. Lynnette Haley O'Stewart For October 17, 2019 - June 30, 2020. (SG1,2) Dr. Haley O'Stewart has been in the District since Pre-K3 began. She continues to support the District with PD and resources.

- 6.12 Approval of Contract for Professional Development Services For The Teaching Strategies Program Between The City School District Of The City Of Niagara Falls, Teaching Strategies, LLC ("TS) For October 17, 2019 - June 30, 2020. [\(SG1,2\)](#) This is curriculum for Pre-K3 and Pre-K4. The final cohort of teachers are now implementing the program. This will cover the cost of nine professional development days for teachers and those already trained.
- 6.13 Approval of Contract for Professional Development Services for the Failure Free Reading Program Between The City School District Of The City Of Niagara Falls, Failure Free Reading For October 17, 2019 - June 30, 2020 [\(SG1,2\)](#) This is the newest item on the RTI menu. It addresses learners who cannot learn phonetically, special ed. and general ed. at Tier 2 or 3 to receive instruction in that program.
- 6.14 Approval of Contract for Professional Development Services For The Reach Reading Program Between The City School District Of The City Of Niagara Falls, Cengage/National Geographic For October 17, 2019 - June 30, 2020. [\(SG1,2\)](#) The District has had this program for 4 years. Teachers will receive training and the trainer will continue to work with the District in a coaching model and supply resources.
- 6.15 Approval of Contract for Professional Development Services For ENL Teachers Between The City School District Of The City Of Niagara Falls, Elizabeth Yarussi For October 17, 2019 - June 30, 2020. [\(SG1,2\)](#) Ms. Yarussi will offer support to ENL teachers/students at the prep and high school level. In partnership with the District and NU to provide 700 hours of PD beginning with cultural awareness for teachers and then move into the classroom.
- 6.16 Approval of Payment No. 8 to Manning Squires Henning. For General Contractor Work, Contract #101, for the Stewardship Capital Project [\(SG3\)](#)
- 6.17 Approval of Payment No. 8 to Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, for the Stewardship Capital Project [\(SG3\)](#)
- 6.18 Approval of Payment No. 8 to Cir Electric Co. For Electrical Work, Contract #104, for the Stewardship Capital Project [\(SG3\)](#)
- 6.19 Approval of Payment No. 7 to Scott Lawn Yard, Inc. For Site Development Work, Contract #105, for the Stewardship Capital Project [\(SG3\)](#)

An additional resolution is forthcoming regarding special education: Easterseals New York for services to autistic children for residential day treatment that cannot be provided in school. Children will receive services at the Kessler Center. Cost is determined by the State because Easter Seals is state approved. Easterseals has been good enough to allow the District to

continue services without a contract in place; that is the reason now this contract needs to be in place. The Board will be mailed the information on Tuesday.

Personnel Reports

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staff.

Superintendent's Matters:

The District will apply to become owner and director of Niagara County Head Start, which is currently run by CAO. A \$4 million grant is being pursued. The grant is due November 12. If successful, this acquisition will require additional staff for the 511 children to be served. Conversation has also occurred with Congressman Higgins on the initiative.

Thanks to Congressman Higgins for his help in securing the \$2.5 million Mental Health Grant which allows 15 more people to be brought on, especially, at Abate and Kalfas.

I have been asked to be a panelist on November 18 from 10 a.m. – 2 p.m. at a regional round table on Foundation Aid in the State.

There has been a tremendous amount of positive press on the Calandrelli announcement and bus cameras. We are waiting for the City to pass the ordinance to put on the other 98 cameras.

Tomorrow, at the monthly BOCES meeting, District Attorney Wojtaszek will be present. Kudos to the Police Department and getting ahead of students who might have restraining orders. I will ask tomorrow that the District have the right to challenge the Red Flag Law.

The ENL Parent Reception is October 22.

Sister School forums have been well attended. There has been a lot of complaining about insufficient bussing. A one-question survey has been developed to send to those who cannot attend a forum. There is research to show the concept is a better idea. North Tonawanda did it and it is going well.

Starbucks opened today. The ribbon cutting is forthcoming.

Drescher & Malecki has completed its work. The District will realize another 4% fund balance; we will add \$1 million to TRS and EBOLAR, as suggested to the Board. There were no comments on the District's operational funds. There were some findings on the Extraclassroom Activity Funds; the elementary schools have no student treasurers. It found some samples funds are not being used for student purposes nor are they student driven.

In regard to the Comptroller's Audit occurring, Ms. Massaro shared some observations made by the auditor: 1) a person who for 20 years was in the ERS and has recently been appointed to a TA position has not transferred from ERS to TRS yet, 2) NIAS, which consists of seven members, didn't have in its contract something that establishes work day (actualization calculation). This group has been in existence for over 30 years and this was never a finding, 3) An employee who has worked in the District since the early 90's declined to enter ERS and does not have a declaration in her file, and 4) Standard work day agreement – one job title in all Civil Service job titles that was missing from it. Ms. Massaro explained to the auditor what has been done to address these findings.

At 7:17 p.m. Mr. Cancemi motioned for Executive Session for the purpose of discussing the demotion/discipline/suspension/dismissal or removal of a person persons or corporation, the employment history of a particular person or persons, the proposed litigation between the NFCSD and Child Victims Act, and Information relating to investigation or prosecution of a criminal offense which would imperil law enforcement if disclosed.

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CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

BOARD REVIEW SESSION

November 7, 2019

PRESENT: Mr. Vilardo, Mr. Petrozzi, Dr. Barstys, Bishop Dobbs, Mr. Cancemi, Mr. Kudela, Mr. Restaino
(6:17 p.m.)

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Granieri, Mrs. Holody, Mr. Smeal, Mr. Carella, Ms. Sullivan, Mr. Briglio, Ms. Doerr, Mr. Schwertfager, Mrs. Contento

GUESTS: Mrs. Dafchick, Mr. Miceli, Mr. Drummer

Sponsorship Update

The update will be given to the Board on November 21.

Capital Projects

Stewardship Project Phase 1 Progress Photos were shared and related Change Orders noted:

Gaskill – Backside existing windows that were replaced (6); Windows are custom windows; ADA operators – wiring portion was a change order. Basketball backboards are complete. Covering of radiators is being considered to make a more contemporary look. Covers would have to be custom made or painting is an option.

PCL back charge – No charge to the owner; cost will be added to one contractor's scope and a deducted from another. Sidewalk was damaged by the lift used by Manning Squires; so cost was deducted from Manning Squires and added to Scott Lawn Yard. \$30,000 of sidewalks are being replaced at various sites that were damaged during the projects.

LaSalle Prep – At the bottom of the stairs replaced doors (old coal chute). Change Order was for the wiring portion of ADA portion.

Cataract – New wall panels (acoustic panels) installed on stage. The original panels installed were defective, so there is no charge for labor or new panels. The Superintendent stated he has expressed appreciation for the no charge. Cost would have been \$10,000. **Mr. Barstys asked that the contractor be recognized by the Board for this action.**

NFHS –

- Change order is for additional site work for damaged sidewalk. Change Order - 135' trenching for conduit.
- NFHS sign – February 24, 2019 the sign was damaged. It is now restored, reinforced and working. \$2,000 was the cost after insurance payment. There is a new message board system including static sign above. The other sign was also renovated for structure issue. **Mr. Cancemi asked that the sign be used to announce the Starbucks opening, etc.**

New transformer location photos were presented and discussed. If the Board think's they should be moved we can try; for some locations, however, we have no choice at most schools. At GJ Mann, National Grid's desired location and our proposed location are shown. National Grid will charge for new service but not for transformers, conduits, and concrete pads which are part of the contract work.

The aforementioned change orders should be the last for which there is cost associated. Next week the Board will be asked to approve \$19,929 in change orders when offset by credits the District will receive. In Phase 1 there was \$444,668 in change orders, the percent of change orders in Phase 1 of the \$25 million, was 2%. Another \$1.3 million was budgeted that can be rolled forward into the next bidding phase.

The Stewardship Project Change Order Matrix was presented. The District is asking CPL to move submission of change orders forward so there is not an overabundance sent to the SED.

Release of retainage to contractors is beginning. Additional payments are forthcoming.

Timeline for Phase 2 – Bid documents are going to Avalon; all contractors can walk through. Bids are due January 15. The challenge is that we can't remove any of the heating until May 15, 2020, then remove units off classroom walls. Once boilers are removed and put in, intent is to have them operational by October 1. In December we will have a better idea of a definitive timeline from February through June.

Head Start Grant Application Update

Several weeks ago the Board was apprised of the District's intent to pursue the Early Head Start Head Start Niagara Grant. This is a 5 year/\$5 million grant. Award of the grant will be in the spring. In the application the start date is clearly defined as September 2020. Unique about this grant versus the 3 and 4 year olds' grant is that it includes programming for infants aged 6 weeks - 2 year olds. We must not only follow the early childhood guidelines and mandates but Head Start guidelines and outcomes (there is a detailed list dealing with outcomes). There are approximately 500+ seats in the County; there are less than 300 children in those seats. The current operator is out of Buffalo. The federal government would not have posted this grant if it intended to give funding back to the same organization. We have not heard of any other competition. This grant fits in perfectly with the mission of early start makes strong completion. This week, as a credit to Ms. Sullivan, the District received another \$1.1 million to provide more Pre-K3 classes. The District continues to use its money for 3-5 year olds and take on 6 month to 2 year olds, as well. There is a seamless curriculum and vision through Pre-K. The state sees the District's use of supports and application of funds to good use and doing what it should be doing. Currently, 96 children are on the Pre-K3 waiting list. With the additional funding, the District is able to add 4 classes of 20 students and 1 class of 16 students.

Mr. Laurie shared reminded the Board that the District will assume responsibility for five buildings, some of which it may repurpose

Ms. Sullivan provided a PowerPoint presentation on the Early Head Start – Head Start Grant:

STEP 1: A committee of collaborative partners from across Niagara County was seated

- Committee Members Represent the Following:
- Niagara University
- Empower of Niagara
- Young Women's Christen Association (YWCA) of Niagara Frontier
- Newfane Migrant Early Head Start – Head Start program
- Lockport Head Start
- Niagara Falls City School District

STEP 2: Committee's Agreed Upon Focus Points To Be Stressed In The Grant

- To provide high quality child care, across Niagara County, to children ranging in age from 6 weeks to 48 months
- To employ certified, highly trained teachers and staff members
- To offer children with disabilities, or, English As A Second Language, the same high quality programing as more typical children
- To provide work force training to the parents of children enrolled in the program
- To plan and deliver parenting workshops to parents and pregnant women
- To create a strong home-school relationship by conducting home visits and offering engaging parent and family activities
- To offer all families a 12 month child care program
- To support the social emotional, cognitive and physical growth of all children

STEP 3

- Committee members met weekly to share information and review the status of the grant application.
- Committee members received letters of support from local politicians, parents and community members.
- Committee members created a list of required staff members.

NEXT STEPS

- Grant will be submitted on November 12, 2019.
- In an effort to be prepared, the committee will meet monthly to continue making general plans and decisions.
 - Mr. Laurie noted he is continuously communicating Congressman Higgins on the matter.

The Districts is looking at braided and blended funding to help support this effort. Mr. Petrozzi asked that the District track some of the people whom it will serve.

Agenda Review

Mr. Laurie noted there are no changes to the audit on which the Board is voting this evening. Special Events/Recognitions scheduled for November 21, 2019 were reviewed.

Short-Term Contracts – An expanded grid will be re-issued to the Board prior to the November 21 meeting.

New Business:

6.01 Acceptance Of Funds For The 2019-20 Family And Community Engagement Grant [\(SG1,3,4\)](#)

6.02 Acceptance of Funds For The 2019-2020 Smart Scholars Early College High School (ECHS) Grant [\(SG1,3,4\)](#)

6.03 Acceptance of Funds For The 2019-2020 Niagara Falls Teacher Resource Center Grant [\(SG1,3,4\)](#)

6.04 Acceptance of Funds For The 2019-20 Mentor-Teacher Internship Program Grant [\(SG1,3,4\)](#)

6.05 Acceptance of Funds For The 2019-2020 Title III – LEP (Limited English Proficiency) Grant [\(SG1,3,4\)](#)

6.06 Approval of Agreement Between The City School District of The City of Niagara Falls And The Mental Health Advocates of WNY, Inc. For The 2019-20 Too Good For Violence Program [\(SG1,3,4\)](#)

6.07 Approval of the Corrective Action Plan (CAP) in Response to the District External Audit Report for the Fiscal Year 2018-2019 [\(SG3\)](#)

6.08 Approval Of Contract For Consulting Services Between The City School District Of The City Of Niagara Falls And Back To Basics Outreach Ministries, Inc. from November 15, 2019 To June 15, 2020. [\(SG1,4\)](#)

6.09 Approval of Agreement With CPL, Architects, Engineers, Landscape Architect And Surveyor, D.P.C.D/B/A/ CPL To Provide Architect And Engineer Services for District Smart Schools Bond Act Phase III Initiative [\(SG3\)](#) - The Superintendent noted there remains \$4.6 million in Smart Schools funds to order cameras and address the PA system. An architect's stamps is needed on plans; CPL is being recommended. This work will be separate from the capital project. The professional service is the same rate as the other contract.

6.10 Approval of Change Order No. 101-017 For Manning Squires Hennig For General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction [\(SG3\)](#)

6.11 Approval of Change Order No. 102-005 For Jr Swanson Plumbing Co. For Plumbing Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction [\(SG3\)](#)

6.12 Approval of Change Order No. 103-001 For Quackenbush Co. Inc. For Mechanical/HVAC Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction [\(SG3\)](#)

6.13 Approval of Change Order No. 104-006 For Cir Electrical Construction For Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction [\(SG3\)](#)

6.14 Approval of Change Order No. 105-008 For Scott Lawn Yard For Site Work On The Stewardship Capital Projects – District-Wide Reconstruction [\(SG3\)](#)

6.15 Approval of Payment No. 9 To Manning Squires Henning. For General Contractor Work, Contract #101, For The Stewardship Capital Project [\(SG3\)](#)

6.16 Approval of Payment No. 9 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project [\(SG3\)](#)

6.17 Approval Of Payment No. 10 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project [\(SG3\)](#)

6.18 Approval of Payment No. 9 To Cir Electric Co. For Electrical Work, Contract #104, For The Stewardship Capital Project [\(SG3\)](#)

6.19 Approval of Payment No. 6 To Quackenbush Co, Inc. For Mechanical/Hvac Construction Work, Contract #103, For The Stewardship Capital Project [\(SG3\)](#)

Ms. Massaro reviewed the Personnel Reports for Certificated and Classified Staff.

Superintendent's Report

Welcome to the Boy Scouts present tonight who are Maple Avenue School students. I'm proud you are part of the organization .

It was mentioned to the Board about additional grant funding awarded to serve more early childhood children; on the heels of that I'm super proud of the \$2.5 Mental Health Grant award.

The District's Dinner application to serve three meals a day at Abate and then, subsequently, at NFHS, is in full process. Mr. Ruffolo and Mr. Giarrizzo are working diligently to have family dinners available in District twice a month.

We are receiving honors with the opening of F BITES "We Proudly Serve" Starbucks." Ms. Doerr is orchestrating live broadcasts from Channel 2 and Channel 7. The TODAY Show producer has asked to do a feel good story live from the lobby at NFHS. Mr. Petrozzzi stated his daughter in New York stated the story was on the New York Wire.

We are in full Sister School mode. Rick has done a good job and will present information to you on November 21. By January 1 we will have an answer to the public. Along with this information Maria will also review new policies with you.

Thank you again; tomorrow ends the first 10 weeks of school.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NY

BOARD OF EDUCATION

DATE: November 7, 2019

KIND OF MEETING: Special Board Meeting

LOCATION: Administration Central Office Board Room

630 66th Street
Niagara Falls, NY

Staff Present: L. Baldassarre, J. Briglio, J. Doerr, J. Giarrizzo, R. Granieri, R. Holody, J. Jacklin, M. Massaro, N. Ruffolo, R. Schwertfager, E. Smeal.

1. CALL TO ORDER - Mr. Restaino called the meeting to order at 7 p.m.

1.01 Pledge of Allegiance

1.02 Prayer offered by Bishop Dobbs

1.03 Roll Call

MEMBERS PRESENT: Dr. Barstys, Mr. Cancemi, Bishop Kevin Dobbs, Mr. Kudela, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo.

MEMBERS EXCUSED: Mr. Bass, Mr. Paretto

2. Recommended Actions from the Superintendent of Schools

2.01 Acceptance of the 2018-19 Annual Independent Audit And Filing Thereof With The Commissioner of Education ([SG3](#))

Motion by Ronald J Barstys, second by Vincent Cancemi.

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Final Resolution: Motion Carries

3. INFORMATION AND REPORTS

3.01 Superintendent's Report

3.02 Board Members Report and Comments

Board Members Comments:

Mr. Vilardo – First thing, congratulations to the Board President, Mayor Elect. As Mayor Elect you will do a great job. Second, dinner at NFHS for students and parents two times a month. Mr. King brought this up 10-12 years ago to bring parents/families together. What is happening with Safe Schools grant and prox cards? Mr. Laurie answered this is Smart Schools Safety Phase 2 and on the 21st the Board will be asked to approve an architect for this phase.

Mr. Petrozzi - Congratulations Bob, for people like me it's our last chance. Good luck, whatever we can do to help.

Mr. Barstys – Congratulations Mayor Restaino. I commend you for what you are doing, not just going into an enviable position but the toughest position as mayor. It's a big task and you have my support in any way I can give it. Also, I wanted to underscore how big that Head Start grant is. We have received \$5 million grants before for our kids, but \$5 million for county families that we can attract back to the city with world class facilities and classrooms. There will be \$50 million in improvements by the time they walk into our doors. This is a shot in the arm and a catalyst for what Bob has ahead of him.

Bishop Dobbs – Congratulations Mr. Restaino, again, hinged on what Ron said, the Head Start program, trying to envision it is phenomenal thing--cradle to 2 years old. I'm excited about it. With all the help we need with families and children. It definitely will make an impact, I'm grateful for that. I look forward to putting it together and feel the outcome will be extremely positive. The District is on the move; it's a good thing to be a part of it.

Mr. Cancemi – Thank you to the citizens for allowing us to go to NYSSBA. There were many good topics. Thanks to Chef Bobby for the great programs for students, and I congratulate Mr. Restaino on the beautiful comments he made at the opening of Starbucks, but most important was to be a leader of one of our students. I asked a student why he liked the program and he was flustered when I asked to take his picture. He asked, "Why do you want to take my picture?" I told him he was making history today by being part of the program and heading toward receiving a diploma in the program. Bob, congratulations on your headache. Mr. Laurie, the Buffalo School Board President came to the ribbon cutting, as well and complimented the District.

Mr. Restaino – Thank you for the support for the entire year. Things are more complicated today than before; I will have much more to say at the appropriate time. I had conversation at the ribbon cutting with the Buffalo School Board President we talked about the opportunity to work together and take a regional approach to problems we share. They are willing to do that. As far as my future place of employment, I know that the school district plays an important part. It is important to tell those looking in that we have a healthy vibrant innovate school district. I am proud to end my time here with that and using that as a tool with the City to generate change. Thank you all.

At 7:26 p.m. Mr. Vilardo motioned for Executive Session to discuss proposed litigation between the School District and Child Victim's Act and retiree's lawsuit and the demotion/discipline suspension/dismissal or removal of a person persons or corporation in three cases for current employees. Mr. Barstys seconded the motion; all were in favor. The Board exited Executive Session at 8:25 p.m. on a motion made by Dr. Barstys, seconded by Mr. Kudela. All in favor.

10. Adjournment

The meeting was adjourned in memory of the following, on a motion by Mr. Nicholas Vilardo seconded by Mr. Earl Bass:

In favor: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
Opposed: None.

Final Resolution: Motion Carry.

Respectfully Submitted,



Judith Glaser, District Clerk

November 21 2019 7:00 pm - Regular Board Meeting (Thursday, November 21, 2019)

Generated by Judie Glaser on Tuesday, November 26, 2019

Members present

Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

1. 5:30 p.m. ARS/7:00 pm - Regular Board Meeting

Information: 1.01 ARS Topics

Action, Information: 1.02 Agenda Regular Meeting

2. Call to Order **Meeting called to order at 7 PM**

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer

Information: 2.03 Roll Call

Oral Communications: Special Presentations

Perfect Score Awards Ceremony (SG1)

Vincent Gao, score of 645 on Grade 3 NYS Math, Geraldine J. Mann Elementary School
 Xavier Estell, score of 648 on Grade 4 NYS Math, Harry F. Abate Elementary School
 Jayden Jermain, score of 648 on Grade 4 NYS Math, Harry F. Abate Elementary School
 Broderick Murray, score of 649 on Grade 5 NYS Math, Geraldine J. Mann Elementary School
 Cameran Watts, score of 649 on Grade 6 NYS Math, Harry F. Abate Elementary School
 Willow Howard, score of 643 on Grade 7 NYS Math, LaSalle Preparatory School
 Vincent Misterkiewicz, score of 643 on Grade 7 NYS Math, LaSalle Preparatory School
 Ransom Rohr, score of 651 on Grade 8 NYS ELA, O/N BOCES
 Stephen McKibbin, score of 100 on Grade 4 NYS Science, Harry F. Abate Elementary School
 Lilliana Misterkiewicz, score of 100 on Grade 4 NYS Science, Maple Avenue Elementary School
 Benjamin Glahe, score of 100 on NYS Common Core English Regents, NFHS
 Yu Li, score of 100 on NYS Chemistry Regents, NFHS
 Hayley Mundy, score of 100 on NYS Chemistry Regents, Niagara Falls High School
 Anshu Patel, score of 100 on NYS Transition Exam in Global History & Geography Regents, NFHS
 Anshu Patel, score of 100 on NYS Global History & Geography II (New Framework) Regents, NFHS

Recognition of Outstanding Students

Jy'Kwaun M. Platt

Jy'Kwaun M. Platt was honored for his heroic action. Mr. Zimmerman told the story of what happened that day. Mr. Platt had missed the bus and decided to walk to school instead of being absent that day, even though it was icy and cold outside. Mr. Zimmerman felt this showed great character. Jy'Kwaun witnessed an elderly man falling backwards and hitting his head. Jy'Kwaun went into action by flagging down a car to call 911. Jy'Kwaun stayed with the elderly man until the paramedics came. He then went to school. Thankfully, the elderly man is OK. Who knows what would have happened if Jy'Kwaun hadn't helped. Mr. Platt will also receive recognition from the Sheriff's department for his heroic action later on. On December 11, he will be recognized by the City Council. The Vice President of Liberty Home Care, who is Jy'Kwaun's mother's employer, also presented Jy'Kwaun with a plaque and a gift. They are proud that he was able to assist and feel Jy'Kwaun is the resulting of great parenting by his mother, who is also kind and compassionate.

Recognition of Outstanding Staff (SG2)

NFT - Mike Kurilovitch, Teaching Assistant, G.J. Mann has been the key point person for last two years in planning the Harlem Wizards event. The event was a great success and the District is hoping to make it bigger and better for next year. Mr. Laurrie extended his thanks to Mr. Kurilovitch for going above and beyond for District students and families.

CSEA - Eddie Street, the custodian at Abate, is a well-loved member of the staff. He is always there doing whatever it takes to help. He is a diamond in this district and cares greatly about the District and his job. Mr. Laurrie is very grateful for his service to the District.

TAUL - Mary Tillman, Associate, Niagara Street. Mr. Laurrie first met Ms. Tillman as a parent in the District. She is a strong advocate for her children and is a highly-involved parent. The District was fortunate enough to gain her as an employee. Ms. Tillman is the associate who aids a first grader who is visually impaired at Niagara Street. Ms. Tillman is by her side each and every day. Mr. Laurrie would like to thank Ms. Tillman for her dedication.

3.01 Oral Communications.

Mrs. Gloria Dolson expressed her pleasure to come before the Board again to express concern in gathering information and support for mental health issues of students and families. Many of the children are not getting the nurturing they need at home that leads to good physical and mental health. Any agency that deals with children needs to step in and help in any way possible. The reason she is so passionate about the funding is that her sister-in-law was killed by someone who had mental health issues. Her sister-in-law had two small children at the time. The children were deeply affected by what happened. Her niece in particular suffered from that tragic experience later in her life. Mrs. Dolson likes the idea that has been implemented with students at NFHS about "Just Tell One". She said we need to keep in mind that smaller children may not be able to express themselves. Ms. Dolson feels Social Services needs to be involved as well. She realizes that some children aren't aware that their behavior is not acceptable. Some children experience negative behavior in their home life, and it effects them at school. Mrs. Dolson thanked the Board for their time and God Bless.

3.02 Written Communications – Notes of thanks were received from Pattie Marra and Nicholas Vilardo; they will be available in the Clerk's Office.

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - October

Motion to approve minutes - June, July 2 2019

Motion by Vincent Cancemi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information: 4.02 Budget Transfer

Approval of Budget Transfer - #3

Motion by Kevin Dobbs, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information: 4.03 Bids

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report - October

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - November 2019

Action: 4.06 Personnel Report Certificated Items I - VIII

Motion to approve taken in two votes: I through VIII; then IX.

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.07 4.06 A Personnel Report Certificated Items IX
(not specified)

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Abstain: Ronald J Barstys

Action: 4.08 Personnel Report - Classified Items

Motion to approve the Personnel Report for Classified Staff

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.09 Committee on Special Education Report

Approval of Committee on Special Education Report

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.10 Committee on PreSchool Special Education Report

Approval of Committee on PreSchool Special Education Report

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information, Discussion: 4.11 Short-Term Contract(s)

Approval of Short-Term Contracts - See Attachment for List

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

5. Unfinished Business

Information: 5.01 None

6. New Business

Action: 6.01 Acceptance Of Funds For The 2019-20 Family And Community Engagement Grant
 Motion to approve acceptance of Funds For The 2019-2020 Family And Community Engagement Grant

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.02 Acceptance of Funds For The 2019-2020 Smart Scholars Early College High School (ECHS) Grant
 Motion to approve Acceptance of Funds For The 2019-2020 Acceptance of Funds For The 2019-2020 Smart Scholars Early College High School (ECHS) Grant

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.03 Acceptance of Funds For The 2019-2020 Niagara Falls Teacher Resource Center Grant
 Motion to accept Funds For The 2019-2020 Niagara Falls Teacher Resource Center Grant

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.04 Acceptance of Funds For The 2019-20 Mentor-Teacher Internship Program Grant
 Motion to approve acceptance of Funds For The 2019-20 Mentor-Teacher Internship Program Grant

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.05 Approval of Agreement Between The City School District of The City of Niagara Falls And The Mental Health Advocates of WNY, Inc.
 For The 2019-20 Too Good For Violence Program
 Motion to approve Agreement Between The City School District of The City of Niagara Falls And The Mental Health Advocates of WNY, Inc. For The 2019-20 Too Good For Violence Program

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.06 Acceptance of Funds For The 2019-2020 Title III – LEP (Limited English Proficiency) Grant
 Motion to approve Acceptance of Funds For The 2019-2020 Title III – LEP (Limited English Proficiency) Grant

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.07 Approval of the Corrective Action Plan (CAP) in Response to the District External Audit Report for the Fiscal Year 2018-2019
 Motion to approve the Corrective Action Plan (CAP) in Response to the District External Audit Report for the Fiscal Year 2018-2019

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.08 Approval Of Contract For Consulting Services Between The City School District Of The City Of Niagara Falls And Back To Basics Outreach Ministries, Inc. from November 15, 2019 To June 15, 2020.
 Motion to approve Contract For Consulting Services Between The City School District Of The City Of Niagara Falls And Back To Basics Outreach Ministries, Inc. from November 15, 2019 To June 15, 2020.

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.09 Approval of Agreement With CPL, Architects, Engineers, Landscape Architect And Surveyor, D.P.C.D/B/A/ CPL To Provide Architect And Engineer Services for District Smart Schools Bond Act Phase III Initiative
 Motion to approve Agreement With CPL, Architects, Engineers, Landscape Architect And Surveyor, D.P.C.D/B/A/ CPL To Provide Architect And Engineer Services for District Smart Schools Bond Act Phase III Initiative

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.10 Approval of Change Order No. 101-017 For Manning Squires Hennig For General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction
 Motion to approve Change Order No. 101-017 For Manning Squires Hennig For General Construction Work On The Stewardship Capital Projects – District-Wide Reconstruction

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.11 Approval of Change Order No. 102-005 For Jr Swanson Plumbing Co. For Plumbing Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Motion to approve Change Order No. 102-005 For Jr Swanson Plumbing Co. For Plumbing Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.12 Approval of Change Order No. 103-001 For Quackenbush Co. Inc For Mechanical/HVAC Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Motion to approve Change Order No. 103-001 For Quackenbush Co. Inc For Mechanical/HVAC Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Motion by Anthony F Paretto, second by Kevin Dobbs.

Action: 6.13 Approval of Change Order No. 104-006 For Cir Electrical Construction For Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Approval of Change Order No. 104-006 For Cir Electrical Construction For Electrical Construction Work on The Stewardship Capital Projects – District-Wide Reconstruction

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.14 Approval of Change Order No. 105-008 For Scott Lawn Yard For Site Work On The Stewardship Capital Projects – District-Wide Reconstruction

Motion to approve Change Order No. 105-008 For Scott Lawn Yard For Site Work On The Stewardship Capital Projects – District-Wide Reconstruction

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.15 Approval of Payment No. 9 To Manning Squires Henning. For General Contractor Work, Contract #101, For The Stewardship Capital Project

Motion to approve Payment No. 9 To Manning Squires Henning. For General Contractor Work, Contract #101, For The Stewardship Capital Project

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.16 Approval of Payment No. 9 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project

Motion to approve Approval of Payment No. 9 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.17 Approval Of Payment No. 10 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project

Motion to approve Payment No. 10 To Jr Swanson Plumbing Co, Inc. For Plumbing Work, Contract #102, For The Stewardship Capital Project

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.18 Approval of Payment No. 9 To Cir Electric Co. For Electrical Work, Contract #104, For The Stewardship Capital Project

Motion to approve Payment No. 9 To Cir Electric Co. For Electrical Work, Contract #104, For The Stewardship Capital Project

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.19 Approval of Payment No. 6 To Quackenbush Co, Inc. For Mechanical/Hvac Construction Work, Contract #103, For The Stewardship Capital Project

Motion to approve Payment No. 6 To Quackenbush Co, Inc. For Mechanical/Hvac Construction Work, Contract #103, For The Stewardship Capital Project

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

7. Review of Proposed Policy(ies)

Action: 7.01

7.01 Note: The following policies were reviewed in detail at the Agenda Review Session. See minutes on Boarddocs under Agenda Review.:

Policy #1336 entitled " Duties of The Extraclassroom Activity Fund Central Treasurer And Faculty Auditor "

Policy #5520 Entitled "Extraclassroom Activity Fund "

Policy #5681 entitled "School Safety Plans."

Policy #5741 entitled "Drug and Alcohol Testing for School Bus Drivers and Other Safety-Sensitive Employees"

Policy #6150 entitled "Alcohol, Tobacco, Drugs, and Other Substances (Staff)"

Policy #6212 entitled "Certification and Qualifications"

Policy #6213 entitled "Registration and Professional Development"

Policy #7221 entitled "Participation in Graduation Ceremonies and Activities"

Policy #7260 entitled "Designation of Person in Parental Relation"

8. Information and Reports

Information: 8.01 Superintendent's Report

At the December 12 Board meeting, a Capital Projects update will be provided. Clark Patterson Lee and Buffalo Construction Group will present a diagram of work to be done from February through June. Everything is on schedule.

The next topic will be about sending the 12 senior students who are taking a sociology class at Niagara University, along with some students from a few other districts and a few parents, to Ghana, Africa for a service-learning experience. Details of the trip will be provided. Students will be present at the Board meeting to talk to the Board Members about the trip.

Mr. Laurrie is glad Mrs. Dolson was here tonight to celebrate student success with us. There is a conference in Washington, D.C. on December 3-6 which will provide the District with the parameters on how the mental health grant funds can be spent appropriately. No funds will be utilized until after the conference. Mrs. Dolson's point resonates with him, and that's why the District has applied for the Headstart grant.

8.02 Board Members Report and Comments

Mr. Kudela – Thanks to Mrs. Dolson for her advocacy. Congratulations to the students, parents and teachers on the NYS perfect scores. He noticed the great diversity among the students, which is a true testament to the District. Thanks to Mr. Carella and Mr. Rotella for their Sister Schools presentation. He feels if the District does our due diligence, we are on the right track. Mr. Kudela has full faith in the District.

Mr. Paretto – Congratulations to all award recipients, especially students with perfect scores. It is evident that the District is a beautiful melting pot of diverse ethnicities. As long as we nurture this, we can only get greater. He is very excited about Sister Schools and trades education along with other programs. He feels this will keep kids in school. Thanks to everyone involved for tonight. Happy Thanksgiving.

Mr. Vilardo – Happy Thanksgiving and see you in a few weeks.

Mr. Petrozzi – Happy Thanksgiving

Mr. Barstys – He would like to publicly thank Mr. Laurrie, Mr. Edwards and his staff for the hospitality they showed the members of the BOCES Board when NFHS hosted the formal voting BOCES Board meeting in the space that they rent at NFHS. Everything was very impressive. The BOCES Board could not be more impressed with the facilities and the staff. What they saw that night, they took back with them to their home schools. Happy Thanksgiving.

Mr. Cancemi – It was a great night for Niagara Falls to shine. Thanks to teachers and administrative staff who are involved with these children. He would like to thank Mr. Laurrie for arranging the festivities for the BOCES Board. Thanks also to the staff at Kalfas, as well as the Niagara Falls Fire and Police Departments and all merchants who donated.

Mr. Petrozzi – He attended the luncheon at Kalfas and wanted to thank those who made the luncheon possible for the students. Again, thanks to the fire and police departments, as well as businesses who donated to the event. As a Board of Education member, he would like to have a thank you letter sent to the businesses, teachers and staff that helped out that day. We appreciate all they do for this City.

Bishop Dobbs – Congratulations to students for their hard work for their outstanding scores. It really touches his heart to see what Jy'Kwaun did. It shows that our young people are compassionate. He is very impressed with the Headstart potential and is excited about early education. Looking forward to see how the Sister Schools plan comes together. Happy Thanksgiving. Everyone be safe and enjoy your families.

Mr. Restaino – On behalf of himself and his wife, thanks for the expression of support on the passing of his father-in-law.

Information: 9.02 Future Meeting Dates

10. Adjournment

Action: 10.01 Executive Session

Motion to go into Executive Session to discuss matters which may lead to the removal of a person; the promotion of a person; the employment history of a person; and to share information from the Office of the State Comptroller who requested such items be discussed in Executive Session.

Motion by Nicholas Vilardo, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Motion to exit Executive Session at 9:05 p.m.

Motion by Kevin Dobbs, second by Nicholas Vilardo.

Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 10.02 Meeting Adjourned
(not specified)

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls, New York

Board Review Session
December 12, 2019

Minutes

Present: M. Laurrie, R. Barstys, E. Bass, J. Cancemi, A. Paretto, R. Petrozzi, R. Restaino, N. Vilardo

Excused: K. Dobbs, P. Kudela

Staff Present: J. Briglio, L. Baldassarre, J. Doerr, J. Giarrizzo, J. Glaser, R. Granieri, R. Holody, J. Jacklin, A. Massaro, M. Massaro, J. Roscetti, B. Rotella, N. Ruffolo, R. Schwertfager, E. Smeal.

Service Trip to Ghana

Mr. Laurrie thanked the Board Members for making the trip a reality. These 11 students will embark on a first-time venture. The students participated in the early college program at Niagara University and are currently in Grade 12. The special service trip will take place over Easter break. The students will be joined by Dr. Yolanda Ward, college professor at NU. This program will help to prepare the students for life beyond high school. Mr. Laurrie extended his sincere thanks to Dr. Ward for her social work instruction and for her work with the students.

Mr. Tom Fisher, teacher on special assignment, has been the District contact for the partnership with NU. Dr. Ward explained that the program started with a pilot course in race equality and has grown. The students will earn nine college credits through NU. Niagara Falls is one of the only districts in the area to participate in something like this. It is the culmination of the course work. Mr. Olander and Mrs. Burton are the coordinators from NFHS for the students and have gone with the students to NU. They will also accompany the students on the trip. Mrs. Burton introduced the students who are participating in the service-learning trip to the Board Members. Dr. Barrett and her husband previously worked at NFHS. Dr. Barrett is now employed in the Lockport School District. Mr. Barrett remembers doing his student teaching with NFCSD. He is now a vice principal at Clarence School District.

Dr. Barrett has gone on a service-learning trip with some Lockport students previously. Dr. Barrett thanked Mr. Laurrie and the Board Members for giving her this platform. During the day, she is at Lockport High School. At night, she is an adjunct professor in the school of education at NU. During recess, she will be on a service trip with her students. She is the founder and President of Global Partnerships, Inc., which is a non-profit company that seeks to support under-represented communities around the globe. It also empowers young people to become change agents. The company formed four years ago. Dr. Barrett is originally from Ghana, West Africa which is an under-represented country. The organization wants to support education, as well as the community's social-emotion infrastructure. While there, they build a strong relationship and foster a capacity to build within the young people. Mr. Barrett is the Chairman of the organization and will provide highlights of some of the work they have done in last four years.

The Global Partnership's mission is to organize global support for under-represented communities. These are people who can't do for themselves. When they visit remote parts of the country, the goal is to bring something to them where they can build the capacity to do for themselves. They try to motivate and empower the people they serve. They help to create a solid educational infrastructure and provide professional development for teachers. They also empower students to work in the classrooms. They show them the strategies used here in the U.S. Another important task they will undertake is water purification. In Ghana, there is a lack of clean water. They provided some water purification kits. The kits are used for the school and for the community. Another mission was to provide financial support to a group of the local women called Sister Dreams. A lot of the women on the island don't have the means to obtain their dream. The organization creates a seed fund to enable the women to earn enough to start businesses in their community. The organization built a well for the island in order to have drinking water. In 2019, the organization went on a mission and built latrines to help with sanitation issues, as these communities don't have running water. The students helped on this project as well. The organization empowers the people to do work for themselves. In 2020, the mission is to build a boat for the island. A lot of families can't afford to sell their wares in the marketplace, such as coconut oil. Normally they have to pay a water taxi to get to the marketplace, and may not make enough money to cover the cost of the taxi. Therefore, the organization is hoping to raise funds to build a boat. Another goal is to teach our students to be leaders and to learn the culture they are in. Every excursion the students go on is a learning experience.

Two students (one from Lockport and one from Niagara Falls) who went on a previous service-learning trip will talk about their experience. The Niagara Falls student is Miss Madison Chille. She graduated from NFHS in 2014. She has just finished her masters in education and is looking for teaching job. She went to Ghana this summer. She taught math to students in Ghana. The experience totally changed her prospective on teaching. All of the students were so excited for her to be there. She feels it was a wonderful experience. The kids in Ghana want to learn. Miss Chille played soccer at NFHS and brought soccer equipment to Ghana. Anthony Stevenson from Lockport also went on the trip. To quote Ghandi, "The best way to find yourself is to lose yourself in service to others." One thing that moved him was that even though they don't have much, students were kind and joyful. He learned from the students and it was definitely a good learning experience he won't forget. Mr. Stevenson wants to continue being a servant to the community.

A NFHS student who will be going on the Ghana trip this spring, Gianna Anella, took the classes at NU through the Reach Program. She is learning how to advocate for others and for herself. This course gives them the opportunity to earn credits in a different setting. She looks forward to being a teaching assistant in Ghana and will help to build a boat. It is a great learning experience. All of the students participating are humbled and grateful for this opportunity.

Mr. Laurrie explained that there are 33 individuals going on this year's trip, eleven students from NFHS, six students from Lockport, five students from NU, and also chaperones. They will be in Ghana from April 9 – 19. All passports and immunizations have been taken care of. They are going to work, learn and change themselves

forever. Dr. Barrett explained that the title of the course is called “Diversity”. The next course is “Poverty”. Mr. Petrozzi asked how the trip is being funded. Mr. Laurie explained that the District will use grant funds. Mr. Vilardo asked if there is a language barrier. The people in Ghana’s first language is English, so students will be able to understand. Dr. Barrett can also help to interpret the Ghana language, as she herself speaks seven different languages. Mr. Laurie would like the students to report back to the Board in May about the trip. Mr. Laurie would like to have a press conference after the new year in conjunction with Lockport School District and NU.

Capital Projects

Mr. Micelli gave a quick update on Phase 1, and then provided highlights of Phase 2 scheduling and bidding. Mr. Micelli shared some photos of GPS’s new ramp and front sidewalk. Some doors were replaced at NFHS and a humidification system was installed. Some hardware at Abate will be replaced over winter break. Some of the railings at NFHS will be replaced as well. Mr. Laurie said not one hour of labor was lost due to accidents, thankfully. The District saved \$1.2 Million in contingency funds. Next month, the District will be releasing more retainage funds.

Phase 2 progress depends on getting equipment and materials on time. The contractors will come up with more detail later. GJ Mann is the most straight forward project. Over spring break, they will remove 1st floor classroom ceilings. More work will be done over the summer. GJ Mann won’t have ceilings from Easter break until school starts in September. Please note there is no danger or asbestos. Dr. Barstys asked what is different about the new ventilator. Mr. Smeal explained the new system will have a cooling component as well, not just heat. There will be a central chiller in the staff parking lot that will run the cold water system. They look almost identical. Mr. Paretto was glad to hear that the chiller component will be not be going on the roof so maintenance will be easier. Mr. Smeal indicated that there will be no large units placed on the roof. Mr. Smeal explained that the chiller unit is more efficient, and doesn’t wear out as fast. Hyde Park and Maple are similar schools as far as the age of the buildings. They will start removing ceilings there too in the spring, also in the corridors. Hyde Park and Maple have plaster ceilings above the drop ceilings. They will remove the drop ceiling only which will allow them to start running the piping now. Mr. Bass asked if the work being done at Hyde Park will affect the ornate characteristics of the building. Mr. Micelli answered that no, it will not. The new ceilings will be lower to fit the duct work. They have been working with National Grid to plan the work. The goal is to have the heating system operational in time for the start of school. At Maple, 13 rooms will have new flooring installed. Mr. Paretto asked how many workers will be employed. Mr. Micelli guessed it may be similar to last year, about 150-200 workers, but it is hard to say for sure at this point.

At 79th Street they won’t start working on the ceilings until the summer. The rooms will have to be completely emptied. There is also some abatement to do. Mr. Barstys wondered how much more asbestos abatement needs to be completed, how much more abatement is left? Mr. Smeal indicated that the District is trying to abate anything a student or staff member can come in contact with first. In projects down the road, the District may still address abatement in crawl spaces and other places that have the least amount of impact.

Mr. Micelli explained the work that will be performed in the second summer. Mr. Laurie will go to parent groups to explain what work is being done and why. Mr. Bass asked if the work on the pool at Cataract was already done last year. Mr. Smeal explained that the work was already completed and that there is a mistake on the presentation.

Potential bidders attended a pre-bid walk through on December 5. There were 28 contractors who attended. They have split the mechanical bid into two packages, some contractors may bid on both. Some good firms have applied. Mr. Cancemi asked how many contractors applied for the HVAC. There were seven contractors who picked up drawings for HVAC.

Bids are out now and are due January 15. They are expecting contractors to contact them to do more walk throughs. Construction will start in the spring. There were a lot of mechanical contractors at the walk through.

Review of Agenda

Mr. Laurie said that at the next meeting on December 19th, they will recognize outstanding staff. Miss Brenna Freeman is an interesting young lady. She has been allowed to play two sports during the same season and has a 95 grade average. Miss Raionna Nickens has overcome some significant changes, all while taking care of a one-year old child. She also has an amazing story.

The minutes of the November meeting have been posted. The Board will vote on Budget Transfer #5. There were some unspent funds for the trucks that were purchased. NFHS needs a new lift to get to hard-to-reach places. Mr. Smeal put out a bid in order to use the extra money. The District received three bidders. Mr. Smeal indicated that the lift to be purchased is a smaller lift, but can be operated in-doors and can reach upwards 31 feet and six feet out laterally from the main shaft. The lift could be used to clean the windows around the media center, around the pool and to replace lights. The three bids received are within \$459 of each other. Mr. Barstys asked if there are areas the lift can't reach. Mr. Smeal indicated that it won't be able to reach the 4th floor windows, but wouldn't be intended for this purpose anyway. Indoors, there isn't much that would be off the table. Mr. Petrozzi asked if it could be used in the PAC. Mr. Smeal said that yes, it can operate on an incline. It could be used to reach all parking lot lights. Mr. Paretto asked if the lift could fit in the elevator to access other floors. Mr. Smeal responded that it would probably be too heavy. Mr. Cancemi asked if the District can still use the lift from BOCES. Mr. Smeal said yes, it is still available. Mr. Smeal arranges to use the BOCES lift through Mr. Connolly at BOCES and it's free to use.

At the December 19 meeting, the Board will vote on one short-term contract for Access Math for professional development at NFHS and both Prep Schools which will be paid for with grant funds.

The Board will also vote to accept a gift to Focus on Families from United Methodist Trinity Church Women's group.

Mr. Laurrie will be appointed as Chief Emergency Officer. This appointment will be included in the reorganization meeting in the future. To satisfy the auditor, the District is doing it now. Mr. Granieri will be appointed as Data Protection Officer.

The Board will also vote to approve an Agreement with PLC Associates for Gaskill. Gaskill received \$25,000 from NYS for Professional Development. They will spend eight days on school improvement activities aligned with each school's improvement plan.

They will also vote to make four payments to contractors, one of which is a retainage release to CIR. There will be two more change orders (credits) which will be done in January. Mr. Laurrie mentioned change orders were under two percent.

There will be nine policies to consider adopting. Ms. Massaro reviewed the policies at the last meeting. She feels there is no reason table the policies, and that they can be approved. Feel free to contact Ms. Massaro with any questions.

The meetings in January will take place on the 9th and the 23rd.

Personnel Reports

Ms. Massaro presented the Certificated report. There are two retirements, one in December and the other is at the end of June. Both are special education teachers. Two social workers were appointed at GPS and Cataract. One of the social workers is in Niagara Wheatfield right now, but will be moving into the District. Mr. Laurrie feels she will be an outstanding employee. Her husband is also working in the NFCSD and their children received special permission to attend our schools this past year.

Ms. Massaro also presented the Classified report. Mr. Laurrie made a note of the permanent appointment of Mr. Smeal on page 5 of 6.

Ms. Massaro will be traveling to Rochester on Monday afternoon to meet with teachers there who are being laid off. She is hoping to obtain new potential employees in anticipation of the Headstart program expansion. Rochester is laying off 115 elementary teachers. Ms. Massaro will explain that they are welcome to teach as subs to start out. If they are willing to relocate after that, and they are qualified, the District may hire them. Mr. Laurrie was instrumental in this.

Superintendent's Report

Mr. Laurrie mentioned that he will request executive session at the end of tonight's meeting. Mr. Laurrie said the District is exploring a new NFCSD logo and will keep the Board members updated. NFHS Art students may be asked to assist. Mr. Marty Shimmel will attend a future Board meeting as he is interested in the sponsorship position (formerly Ms. Starck). Mr. Shimmel filled a similar role at Niagara University and has an aggressive resume. Mr. Laurrie met with Father Mazur from Devine Mercy Parish regarding the need for extra classroom space for PreK, as there is no room at Niagara Street right now. In order to spend grant funds, additional classes will be opened. Many student currently on the waiting list are within walking distance of Niagara Street. In 2006 the District helped to renovate St. Stan's church, and those classrooms are still in good shape. Mr. Laurrie will ask the Board in January to approval

a rental agreement through July 1. Mr. Cancemi asked if that would affect the after school program at Niagara Street run by Sister Betty. Mr. Laurrie assured him that it would not. Mr. Barstys felt this is a good idea as PreK students do not receive transportation, so the students would be able to walk the short distance. Students that currently attend Headstart live in that area as well. The Board will see a resolution for that in January. Mr. Petrozzi asked if those classes could be moved to Niagara Street next year. Mr. Laurrie feels that next year there will be room, depending on what happens with Sister Schools.

On Saturday, the elementary Science Fair is taking place at Abate from Noon to 3:00 PM. Please stop by if you can.

Mr. Laurrie requested an Executive Session for the following reasons:

- Contract negotiations under Taylor Law for Niagara Falls Coach Lines and First Student.
- There is also a personal service contract he would like to speak about.
- The demotion/discipline/suspension/dismissal or removal of a person due to residency.
- The potential appointment of a person or corporation.

Moved at 6:55 p.m. by Mr. Vilardo; seconded by Mr. Paretto. All in favor. The Board exited Executive Session at 7:30 p.m. on a motion by Mr. Cancemi; seconded by Mr. Bass. All in favor.

Adjournment

Meeting adjourned.

December 19, 2019 7:00 pm - Regular Board Meeting (Thursday, December 19, 2019)

Members present

Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Meeting called to order at 7 p.m.

1. 5:30 p.m. ARS/7:00 pm - Regular Board Meeting

Information: 1.01 ARS Topics

Action, Information: 1.02 Agenda Regular Meeting

2. Call to Order

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer

Information: 2.03 Roll Call

3. Letters and Communications

Information: 3.01 Special Presentations

Information: 3.03 Written Communications

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - November

Motion to approve minutes - June, July 2 2019

Motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information: 4.02 Budget Transfer #5

Approval of Budget Transfer - #5

Motion by Nicholas Vilardo, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
Action, Information: 4.03 Bids #13 Facility Paint Supplies - Bid No. 13, Aerial Work Platform
Motion to approve of bid: Facility Paint Supplies - Bid No. 13, Aerial Work Platform

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report - November

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - December 2019
Action: 4.06 Personnel Report Certificated Items

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.07 Personnel Report - Classified Items
Motion to approve the Personnel Report for Classified Staff

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 4.08 Committee on Special Education Report
Approval of Committee on Special Education Report

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela
Action: 4.09 Committee on PreSchool Special Education Report
Approval of Committee on PreSchool Special Education Report

Motion by Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action, Information, Discussion: 4.10 Short-Term Contract(s)

Approval of Short-Term Contracts - See Attachment for List

Motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

5. Unfinished Business

Information: 5.01 None

6. New Business

Action: 6.01 Acceptance Of Funds from Trinity United Methodist Women

Motion to approve acceptance of Funds from Trinity United Methodist Women

Motion by Anthony F Paretto, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.02 Appointment of Chief Emergency Officer

Motion to approve Appointment of Chief Emergency Officer

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.03 Appointment of Data Protection Officer

Motion to Appointment of Data Protection Officer

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.04 Approval of Contract For Professional Consultant Services Between the City School District of the City of Niagara Falls, New York and PLC Associates, Inc., for Outside Educational Support Services for Gaskill Preparatory School, a School Designated as Targeted Support and Improvement, From January 2, 2019 – June 30, 2020

Motion to approve Contract For Professional Consultant Services Between the City School District of the City of Niagara Falls, New York and PLC Associates, Inc., for Outside Educational Support Services for Gaskill Preparatory School, a School Designated as Targeted Support and Improvement, From January 2, 2019 – June 30, 2020

Motion by Paul Kudela, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.05 Approval of payment No. 10 To Manning Squires Henning For General Contractor Work, Contract #101, For The Stewardship Capital Project

Motion to approve payment No. 10 To Manning Squires Henning For General Contractor Work, Contract #101, For The Stewardship Capital Project

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.06 Approval of Payment No. 10 to CIR Electric Co. for Electrical Work, Contract #104, for The Stewardship Capital Project

Motion to approve Payment No. 10 to CIR Electric Co. for Electrical Work, Contract #104, for The Stewardship Capital Project

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.07 Approval of Payment No. 11 to CIR Electric Co. for Electrical Work, Contract #104, for The Stewardship Capital Project

Motion to approve Payment No. 11 to CIR Electric Co. for Electrical Work, Contract #104, for The Stewardship Capital Project

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.08 Approval of Payment No. 8 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, for The Stewardship Capital Project

Motion to approve Payment No. 8 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, for The Stewardship Capital Project

Motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 6.09 Resolution honoring the service of Robert Restaino
Resolution honoring the service of Robert Restaino

Motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

7. Review of Proposed Policy(ies)

Action: 7.01 Resolution Adopting Amended Policies of the City School District of the City of Niagara Falls School District

Motion to waive tabling of Amended Policies of the City School District of the City of Niagara Falls School District

Motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 7.02 Motion to adopt Amended Policies of the City School District of the City of Niagara Falls School District

Adopt Amended Policies of the City School District of the City of Niagara Falls School District

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

8. Information and Reports

Information: 8.01 Superintendent's Report

Mr. Laurie thanked Mr. Restaino, recently elected Mayor and withdrawing from the Board effective January 31, 2019, for his support during his tenure as a Board member and expressed confidence in his ability to be an excellent Mayor, and added his appreciation to Diana Restaino and all the Board spouses for their continued support of their spouses' service to the Board.

Information: 8.02 Board Members Comments and Reports

Mr. Kudela thanked Mr. Restaino and offered his congratulations to him as well as students and staff recognized earlier in the meeting.

Mr. Bass: Congratulated students and staff recognized earlier in the meeting, as well as Mr. Restaino. He thanked staff for their work throughout the year. He hopes Mr. Restaino will be a bridge between the District and City.

Mr. Paretto: Congratulated students and staff recognized earlier in the meeting and thanked staff. Congratulations to Mr. Restaino, who may want to adopt a similar practice of recognizing outstanding employees as Mayor.

Mr. Vilardo: Congratulated to Mr. Restaino and expressed his confidence in his upcoming stewardship of the City and offered him any help the District could provide. Happy Holidays to everyone.

Mr. Petrozzi: Happy Holidays to everyone. Expressed his confidence in and hope that Mr. Restaino will set an example of civility in City Hall. Wished him the best.

Dr. Barstys: Congratulated Mr. Restaino and echoed Mr. Petrozzi's hopes and confidence in him to lead the City. Thanked Mrs. Restaino for her support of Mr. Restaino's public service. On behalf of BOCES, thanked the District for its hospitality in hosting holiday concerts; thanks to Mr. Cancemi for attending. Happy holidays.

Mr. Cancemi: Congratulated to Mr. Restaino. Communities needs to solve the challenges around crime, poverty, and schools. Our schools are in great shape. Thanks for the willingness to take on the other two. Happy Holidays.

Mr. Restaino: Happy Holidays. Thanked all for their words and reflected on his time on the Board. He expressed that he learned from former Superintendent Bianco as well as the current staff. The District is in a great place. The staff is remarkable and keeps the District in excellent condition.

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Action: 10.01 Motion to go into Executive Session to discuss matters which may lead to the removal of a person; the promotion of a person; the employment history of a person; and to share information from the Office of the State Comptroller who requested such items be discussed in Executive Session. Motion to exit Executive Session at 8:16 p.m. on a motion by Mr. Kudela, seconded by Mr. Bass. All in favor.

Motion to go into Executive Session to discuss matters which may lead to the removal of a person; the promotion of a person; the employment history of a person; and to share information from the Office of the State Comptroller who requested such items be discussed in Executive Session. Motion to exit Executive Session at 8:16 p.m. on a motion by Mr. Kudela, seconded by Mr. Bass. All in favor.

Motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

Action: 10.02 Meeting Adjourned
(not specified)

Motion by Earl F Bass, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Robert M Restaino, Paul Kudela

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

BOARD REVIEW SESSION
January 16, 2020

PRESENT: Mr. Cancemi, Mr. Petrozzi, Mr. Paretto, Dr. Barstys, Mr. Kudela, Mr. Vilardo

EXCUSED: Mr. Bass and Bishop Dobbs

STAFF PRESENT: Mr. Laurrie, Ms. Massaro, Mr. Giarrizzo, Mr. Smeal, Mr. Carella, Mr. Granieri, Mrs. Holody, Mrs. Jacklin, Mr. Schwertfager, Mrs. Glaser, Mr. Massaro, Mr. Roscetti

Head Start

Mr. Laurrie introduced this item by stating the Board would be receiving a resolution next week recommending a contract with Dr. Haley-O'Stewart to begin planning for the program. Because federal government notification of award will not be received until May or June at the earliest, it is imperative that planning begin.

Dr. Lynnette Haley-O'Stewart and Mrs. Patti Wrobel University were present to provide information explaining the Early Head Start Head Start grant application:

What is Head Start?

- Head Start programs deliver services to children and families in core areas of **early learning**, **health**, and **family well-being** while **engaging parents as partners** every step of the way.
- Head Start primarily serve 3- and 4-year-old children, and Early Head Start programs for infants, toddlers, and pregnant women.
- Head Start services are delivered nationwide through 1,600 agencies which tailor the federal program to the local needs of families in their service area.
- Head Start programs **promote the school readiness** of children ages birth to 5 from low-income families by supporting their development in a comprehensive way.

Timeline for Grant Award

- Create timeline for start up activities – February 2020
- Develop work plan – February 2020
- Carry out work plan – February – June 2020
- Establish a start-up planning committee – Late February 2020
 - Identify potential key members with infant, toddler, preschool expertise, program management experience, decision making authority, and knowledge of Head Start as well as the community's strengths and needs.
- Notification of grant award – scheduled for July 2020
- Expected start date for grant in all locations – September 2020

Work Plan Tasks

- Work with NFSCD Superintendent and grant partners (Empower, Niagara University, and YWCA of the Niagara Frontier) to determine program design and options to meet community needs and number of HS/EHS slots in each Niagara County community.
- Develop a draft RFP for delegate applications so it is ready for dissemination upon the official notification of the grant award.
- Establish a committee on extended school year to accommodate for child care needs for working parents and workforce development programs opportunities.

Work Plan Tasks

- Begin preliminary planning in preparation for the anticipated submission of day care license applications to the NYS Office of Children and Family Services for each individual location that will operate Head Start/Early Head Start programs.
- Develop draft Memorandum Of Understandings with community partners to ensure collaboration, coordination and commitment they will have in the development of a continuum of family-centered services.
- Work closely with NFSCD human resources officer to develop and/or modify job descriptions and minimum job specifications needed for Head Start personnel to ensure compliance with Head Start Performance Standards

Work Plan Tasks

- Create eligibility, recruitment, selection, enrollment, and attendance plan in compliance with Head Start Performance Standards.
- Develop the blueprint for a comprehensive staff development plan in compliance with training requirements of both Head Start Program Performance Standards and the NYS Day Care Regulations.
- Develop initial professional development and training plans in compliance with Head Start Performance Standards and NYS Day Care Regulations.
- Work closely with NFSCD fiscal officer to develop braided funding plan to ensure efficient and maximum use of Head Start (federal) and Pre-K (state) funding streams.

Work Plan Tasks

Develop framework of a Written Service Plan in five service areas defined in the Head Start Performance Standards:

- Education and Child Development Program Services
- Health Services
 - Physical Health
 - Mental Health and Social Emotional Well-Being
 - Nutritional Health
- Family and Community Engagement Services
- Services for Children with Disabilities
- Transitions
 - From Early Head Start to Head Start
 - From Head Start to Kindergarten
 - Transitions between programs

Education and Child Development

- Work closely with NFCSD Pre-K Administrator regarding curriculum materials and Head Start Child Outcomes Framework aligned to the district and develop implementation plan for infant, toddler and preschool classrooms.
- Work closely with NFCSD Pre-K Administrator to plan Classroom Assessment Scoring System (CLASS) rollout and implementation for infant, toddler and preschool classrooms to ensure coordination and alignment with Pre-K CLASS rollout.
- Work closely with NFCSD Pre-K Administrator to plan Pyramid Model Social Emotional Learning rollout and implementation in infant, toddler and preschool classrooms to ensure coordination and alignment with Pre-K Pyramid Model implementation.

Health

- Establish preliminary formation of Health Services Advisory Committee – Identify composition to ensure HS/EHS, infant, toddler, preschool expertise in health, dental, vision, mental health, etc.
- Develop and/or integrate system for all required comprehensive screening – identify health partners involved in screening and development agreements and service plans.
- Engage in preliminary dialog and establish linkage for potential partnerships with medical providers in the community to develop agreements & service plans to ensure children & families have access to medical home, dental, mental health services, and services to enrolled pregnant women.

Family and Community Engagement Services

- Identify strategies for developing family partnership agreement (formal document and process).
- Develop child and family needs assessment and system for linking families to resources and supports.
- Develop protocols for home visits and child and family intake forms and processes.
- Develop blueprint for comprehensive parent education and engagement program

Program Governance

- Develop governance plans that includes, Policy Council Bylaws, responsibilities, roles, calendar/timeline, Policy Council and Board training materials on Head Start Regulations.
- Prepare blueprint for Head Start governance training of Board (NFCSDBOE), Policy Council (grantee), and Policy Committees (delegate agencies).
- Preliminary development of Interim Policy Council (parent governance)

Mr. Laurrie offered the following comments:

- 1) The grant is up for RFP; we are unaware if there is any other competition.
- 2) The District is perfectly poised to receive this grant; why should a Buffalo organization run a program in Niagara County.
- 3) Niagara County Head Start is rated the 7th worst in the country; there is nowhere to go but up.
- 4) There has been zero conversation with Head Start. The children that come to the program are our children, and yet we've had no conversation.
- 5) Vertical continuum that this may be the largest PreK3 program in the state and maybe the country. I know of no school district in New York State that has 245 3-year olds in school; you, the Board, have done that through your support, and, now, 300-400 6-week to 2-year olds.
- 6) We don't have to do this. As a community, to do nothing is not giving efficacy to children we will eventually teach.

Finally, you can see with all Dr. Haley-O'Stewart has laid out, as good as we are (Ms. Sullivan, Mr. Carella and others) there is a lot of work! This can't be thrust on them that's why the resolution is necessary.

Questions:

Dr. Barstys – This is long overdue. I was the Pre-school Committee on Special Education chair person; the lack of communication with Head Start was horrendous. The School District must do this for variety of reasons. Do we know of another district that has this grant? Dr. Haley-O'Stewart answered Geneva is the closest and Fairfax Co. in Virginia has it as well. Dr. Barstys noted he reads NU listed in the packet as an independent contractor but EMPOWER and YWCA are not? NU is in the packet to support hiring of NU to get this grant and then MOU/MOAs will occur subsequently. Dr. Barstys continued by noting his concern about staff recruitment. Orleans-Niagara BOCES is 20 staff members short and a lot of districts are short staffed (aides, related service staff, nurses). I throw that out as caution; I know we have to tap into competition (Buffalo St., Canisius). Mrs. Wrobel noted other funds were also reviewed; NU secured a large grant with money for training and certification. It is a one year grant but gives the possibility to look at existing staff to get them up to certifications.

Mr. Vilardo – In regard to staffing, can our people cross over? Ms. Massaro stated the District wants to make certain teachers and associates are certified. The TEACH system allows it to monitor certification. The area in which there are the most teachers is birth to 2 or grade 6. Most certifications lie there. The District is participating in teacher recruitment day, and if we have positions to offer, candidates will accept jobs. As far as associates, the District just put out posting for 13 positions; 25 applicants were received. It will be incumbent upon us that they get the certification necessary to teach. We will have to develop, hire and hold classes to allow candidates to obtain the certification necessary. The next recruitment is at the Doris Jones Center in a month.

Mr. Paretto asked if there were a rough idea of staffing. He was informed it depends on how many slots are delegated to other organizations.

Mrs. Wrobel stated a lot of teachers are certified special ed. grades 1-6 and their interest in birth to 2 years can be explored. Most, however, don't have the money to take courses or get certifications.

Mr. Kudela expressed concern about the hiring and finding teachers. It is difficult to offer someone a job to teach for five years, the term of the grant funding. How can it be incentivized? Mr. Laurie answered it is his hope the grant is renewable because the District will do a good job. Secondly, those working will be an exception in Niagara Falls; they will have a chance to bid up to be a feeder to HR to a school or other districts with 5 years good experience with us.

Capital Projects

Mr. Miceli, Mr. Trott, Ms. Bradley, Mr. Dechert and Mr. Penna were present to provide an update to the Board,

From the previous project the District did very well with money left in contingency, 9.2% contingency for this phase, over \$2.5 million. Today, the District opened bid packages for 3 general construction groups, 7 plumbing, 4 mechanical and 3 electrical. Most bids were from local companies, one was from Rochester for HVAC. The general contractor bid had a difference of \$4,400 in scope of the \$5.3 million, so we are very hesitant, without descoping, to comment on the apparent low bidder. For the electrical bid there is a difference of \$128,000 in scope of the \$3 million. Mechanical was clear, however. We split the bid and saved \$200,000 that way.

Mr. Miceli and team will begin the descoping process tomorrow through Tuesday; later that day they will recommend to the Superintendent and, subsequently, to the Board. Board packets will be sent to the Board members on Wednesday afternoon to allow this information to be included.

Replacement of Desks at NFHS

Mr. Smeal reported 1,690 student desks have been purchased. He provided to the Board before and after photos of the desks. 1,090 desks have been replaced. Only two dozen have been saved and are not in that great of shape.

Also provided to the Board was pictures of the Gaskill Staff Wellness Room.

31,856 plastic bottles have been saved by using water filling stations. This information will be sent to the Youth City Council.

Review of the Agenda

A review of the January 23, 2020 Regular Board Meeting agenda was conducted.

Superintendent's Matters:

Elementary students saw the Prep. School production of Frozen.

The District anticipates receiving a \$2.4 million P-Tech Grant.

It is the District's desire to move ELA and Algebra Regents to grades 9 or 10 next year to open up schedules for students who choose CTE; college bound students can then focus on more advanced ELA/math courses as they see benefit.

At 7:15 p.m. Mr. Kudela motioned for executive session to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons or corporation, matters pertaining to proposed litigation between the Niagara Falls City School District and an employee, contract negotiation with a vendor and information from the Office of the State Comptroller auditor.

Agenda Review Session:

January 23, 2020

ARS

Capital Project Update:

Mr. Deckert; Mr. Miceli; Ms. Bradley; Mr. Schwertfager, Mr. Smeal, Mrs. Dafchik, Mr. Tillman.

Mr. Micelli gave an update on the ongoing capital projects:

- Currently, there are two payment obligations. Retainage is being held for three other contractors, until completion of work and paperwork.

- Bid Results for Phase II as follows:

General Construction: Scrufari; Plumbing - John W. Danforth ; Electric - CIR;
Mechanical/HVAC combined package - John W. Danforth; HVAC Commissioning: CJ
Brown Energy, PC.

Some bids were close, but with alternates the cheapest bidders were clear.

PLA remains in place. Contractors were reminded of the importance of using W?MBE sub-contractors.

- next steps: submitting project drawings. BBC will continue coordinating all.

Will vote on contract resolutions at special February 13 meeting.

20-21 Budget: Mr. Giarrizzo, Mrs. Holody, Ms. Jacklin

Mr. Giarrizzo presented a preliminary look at the 2020-2021 budget. It presently shows a \$3.5 million gap, but at this date and with variables at the State level yet to be solidified, this is not a definitive challenge.

The Superintendent made the following comments: Students need more funding, not less; one cannot reasonably compare state budget to state budget year to year where education is concerned and arrive at any useful conclusion; the budget does not contain the unreliable casino money; the Board should note that the overview includes capital project payments and, omitting those, shows only a 2.7% growth over the current year. Reserves were not included in this overview. There may be funds left from the current year; information will be shared as available with union representatives.

Mr. Giarrizzo offered the following observations:

The District is doing very well capturing Medicaid reimbursements.

The new fiscal year will see the end of one debt service payment, but there will be a Bond Anticipation Note payment.

The overview shows an increase of about \$6 million in appropriation; it remains to be seen what action the Legislature will take with respect to school funding. The current numbers presented account for contractual obligations, but does not take retirements into account. The Board could ask taxpayers to approve a tax increase of up to 3.93%; Mr. Laurie recommends against that and feels certain the Board has no interest in raising taxes.

An upcoming report of the District's fiscal health will show that fiscal stress is negligible. In terms of environmental stress, the District will be judged as susceptible, having lost 25 points on the grading scale for poverty and 5 for having an average class size of 22 pupils.

Results of the 2019 Youth Risk Behavior Survey:

Mr. Laurie reviewed the preliminary data from the most recent Youth Risk Behavior Survey, administered to students in grades 7-12. The resulting data will be used for programs designed to address potentially problematic student choices as well as for grant writing.

Middle school: 81% responded. On the whole, there is positive growth in healthy behaviors, but areas of concern remain.

NFHS: 61% responded.

Areas of concern include bullying; students feeling sad or hopeless two weeks or more.

At both levels, concern remains regarding sex; although fewer students report being sexually active, a greater percentage of that number report having unprotected sex.

Review of Agenda – Mr. Laurie, Mrs. Glaser, Ms. Massaro.

The agenda was reviewed.

With time remaining, Mr. Laurie shared the following information:

This summer, through a District summer program, students will be able to earn their OSHA Safety card and an Asbestos Removal card.

He is considering recommending an additional bus run for late students.

Approximately 20 students participated in the newly formed modified swim program for grades seven and eight.

On February 3, Abate School will begin offering dinner to approximately 200 students.

Mr. Laurie received a call from a charter school well established in Buffalo and with desires to expand into our community. He will meet with them February 5 at 11 a.m.

Saturday Mr. Laurie will attend the Legislative Breakfast; Sunday evening he will take part in the District's webinar series. On Monday there is a Superintendent's Conference Day at NFHS; full day Professional Development around social/emotional learning will be provided. A speaker from Harvard University will be there; he will join Mr. Laurie and Mr. Restaino in a panel discussion at the end of the day.

January 23, 2020 7:00 pm - Regular Board Meeting (Thursday, January 23, 2020)

Members present

Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn (after appointment)

1. 5:30 p.m. ARS/7:00 pm - Regular Board Meeting

Information: 1.01 ARS Topics

Action, Information: 1.02 Agenda Regular Meeting

2. Call to Order

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer

Information: 2.03 Roll Call

MEMBERS PRESENT: Dr. Barstys, Mr. Cancemi, Bishop Kevin Dobbs, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

MEMBERS EXCUSED: E. Bass

Action: 2.04 Election of Officer(s)

2.05 Nomination of President - Mr. Petrozzi nominated James Cancemi as President until July 2, 2020. A motion was made for the Clerk to cast one ballot for Mr. Cancemi .

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela

Swearing in of President.

Action: 2.05 Nomination of Vice President

Nomination of Vice President - Mr. Vilardo nominated Dr. Barstys as Vice President until July 2020. The Clerk was asked to cast a ballot for Dr. Barstys as vice President.

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela

Action: 2.06 Appointment of Board Member Bishop Dobbs nominated Clara Dunn to become a member of the body. The Clerk was asked to cast a ballot for Mrs. Dunn to join the Board until the next election.
(not specified)

Motion by Kevin Dobbs, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela

3. Letters and Communications

Information: 3.01 Special Presentations

Information: 3.03 Written Communications

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - December

Motion to approve minutes - December

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action, Information: 4.02 Budget Transfer #6

Approval of Budget Transfer - #6

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action, Information: 4.03 Bids - See below

Motion to approve of bid:

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report - December 2019

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - January 2020

Action: 4.06 Personnel Report Certificated Items I- XII

Motion to approve items I - XII

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.07 Certificated Report Item XIII

Motion to approve Certificated Report Item XIII

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Abstain: Ronald J Barstys

Action: 4.08 Personnel Report - Classified Items

Motion to approve the Personnel Report for Classified Staff

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.09 Committee on Special Education Report

Approval of Committee on Special Education Report

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.10 Committee on PreSchool Special Education Report

Approval of Committee on PreSchool Special Education Report

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action, Information, Discussion: 4.11 Short-Term Contract(s)

Approval of Short-Term Contracts - See Attachment for List

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

5. Unfinished Business

Information: 5.01 None

6. New Business

Action: 6.01 Approval of Receipt of Funds from Occidental Chemical Corporation

Motion to approve receipt of funds from Occidental Chemical Corporation

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.02 Acceptance of Funds - Title I - Part A - Improvement Academic Achievement F/DIS

Motion to accept Funds - Title I - Part A - Improvement Academic Achievement F/DIS

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.03 Acceptance of Funds Title IIA, Teacher/Principal Training and Recruitment

Motion to accept of Funds Title IIA, Teacher/Principal Training and Recruitment

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.04 Acceptance of Funds Title IV

Motion to accept of Funds Title IV

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.05 Acceptance of Funds Statewide Universal Full Day Pre K

Motion to accept Funds Statewide Universal Full Day Pre K

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.06 Approval of Appointment of Board of Registration, Designation of Day, Hours, and Place of Registration, Authorization for Clerk to Publish Notices of Registration for the Annual School Election/Budget Vote for the School District of the City of Niagara Falls, New York to be Held on Tuesday, May 19, 2020

Motion to approve Appointment of Board of Registration, Designation of Day, Hours, and Place of Registration, Authorization for Clerk to Publish Notices of Registration for the Annual School Election/Budget Vote for the School District of the City of Niagara Falls, New York to be Held on Tuesday, May 19, 2020

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.07 Approval of Special Meeting February 13, 2020

Motion to approve of Special Meeting February 13, 2020

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.08 Approval of Appointments of Members to the Committee for Annual Review of the District Code of Conduct Pursuant to New York State Education Law 2801 Subdivision 3
Motion to approve Approval of Appointments of Members to the Committee for Annual Review of the District Code of Conduct Pursuant to New York State Education Law 2801 Subdivision 3

Motion by Ronald J Barstys, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.09 Approval of Appointments of Members to the District-Wide School Safety Team for Annual Review of the District-Wide Comprehensive School Safety Plan Pursuant to New York State Education Law 2801-a

Approval of a Resolution Appointments of Members to the District-Wide School Safety Team for Annual Review of the District-Wide Comprehensive School Safety Plan Pursuant to New York State Education Law 2801-a

Motion by Ronald J Barstys, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.10 Approval of a Resolution Authorizing Principals to Appoint Building-Level School Safety Teams for the Annual Review of Building-Level Emergency Response Plans Pursuant to New York State Education Law 2801-a

Motion to approve a Resolution Authorizing Principals to Appoint Building-Level School Safety Teams for the Annual Review of Building-Level Emergency Response Plans Pursuant to New York State Education Law 2801-a

Motion by Ronald J Barstys, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.11 Approval of Contract For Professional Consultant Services By Independent Contractor Between the City School District of the City of Niagara Falls, New York And Niagara University For Planning and Coordination of Head Start Early Head Start Grant Application (2-1-2020) And (6-30-2020)

Motion to approve Contract For Professional Consultant Services By Independent Contractor Between the City School District of the City

of Niagara Falls, New York And Niagara University For Planning and Coordination of Head Start Early Head Start Grant Application (2-1-2020) And (6-30-2020)

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.12 Approval of Extension of Contract with Niagara Falls First Student

Motion to approve Extension of Contract with Niagara Falls First Student

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.13 Approval of Amendment to Agreement with Aries Transportation

Motion to approve Amendment to Agreement with Aries Transportation

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.14 Approval of Agreement between NFCSD and Divine Mercy for Classroom

SpaceMotion to approve Agreement with Divine Mercy for Classroom Space

Motion by Anthony F Paretto, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.15 Approval of Agreement with Erie 1 BOCES to Furnish Certain Computer Services

Motion to approve Agreement with Erie 1 BOCES to Furnish Certain Computer Services

Motion by Paul Kudela, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.16 Approval of Agreement with Erie 1 BOCES to Furnish Certain Computer Services for Students

(not specified)

Motion by Paul Kudela, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.17 Approval of Agreement with Niagara County Department of Social services for the Crime Prevention Collaborative.

Motion to approve Agreement with Niagara County Department of Social services for the Crime Prevention Collaborative.

Motion by Russell Petrozzi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.18 Summit Center Specialized Consulting Services

Motion to approve Agreement with Summit Center Specialized Consulting Services

Motion by Russell Petrozzi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.19 Approval of Agreement with Via Evaluation

Motion to approve Agreement with Via Evaluation

Motion by Russell Petrozzi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.20 Approval of Contract between the City School District of the City of Niagara Falls and Exemplars, for Professional Development that Focuses on the Successful Implementation of Standards-based Assessment and Instruction 2/01/20-5/31/2020

Motion to approve Approval of Contract between the City School District of the City of Niagara Falls and Exemplars, for Professional Development that Focuses on the Successful Implementation of Standards-based Assessment and Instruction 2/01/20-5/31/2020

Motion by Russell Petrozzi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.21 Approval of Payment to NYS Association of Small City School Districts For Shared Cost Of Ongoing Legal Fees Involving State Aid For Small City Schools

Motion to approve Payment to NYS Association of Small City School Districts For Shared Cost Of Ongoing Legal Fees Involving State Aid For Small City Schools

Motion by Paul Kudela, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.22 Approval of Payment No. 9 to Scott Lawn Yard, Inc. For Site Development Work, Contract #105, For the Stewardship Capital Project

Motion to approve Payment No. 9 to Scott Lawn Yard, Inc. For Site Development Work, Contract #105, For the Stewardship Capital Project

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.23 Approval of Payment No. 10 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, For the Stewardship Capital Project

Motion to approve Payment No. 10 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, For the Stewardship Capital Project

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7. Review of Proposed Policy(ies)

Action, Information: 7.01 Motion to table proposed policies and amendments thereto for 30 days.

Motion to table proposed policies and amendments thereto for 30 days.

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

8. Information and Reports

Information: 8.01 Superintendent's Report

Information: 8.02 Board Members Comments and Reports

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Action: 10.01 Motion to go into Executive Session at 8:09 p.m. for the purpose of discussing the discipline or removal of a person and contract negotiations with respect to a particular vendor.
(not specified)

Motion by Russell Petrozzi, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 10.02 Motion to exit Executive Session

Motion to exit Executive Session

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 10.03 Meeting Adjourned

(not specified)

Motion by Clara Dunn, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: February 13, 2020

KIND OF MEETING: AGENDA REVIEW SESSION

LOCATION: Administration Central Office Board Room
630 66th Street
Niagara Falls, NY

Members present

Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

1. Special Meeting

Action: 1.01 Call to Order

2. Recommended Actions from the Superintendent of Schools

Action: 2.01 Approval of Contract 106 – General Construction Capital Project- Stewardship Project, Bid 12 For The 2019/2020 School Year

Motion to accept Approval of Contract 106 – General Construction Capital Project- Stewardship Project, Bid 12 For The 2019/2020 School Year

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.02 Approval of Contract Plumbing Stewardship Phase II Contract 107 Capital Project for the 2019-2020 School Year

Motion to approve Approval of Contract 107 – Plumbing Construction Capital Project- Stewardship Project, Bid 12 For The 2019/2020 School Year

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.03 Approval of Contract: Mechanical/HVAC Stewardship Phase II Contract 108 & 109 Capital Project for the 2019-2020 School Year

Motion to approve Contract: Mechanical/HVAC Stewardship Phase II Contract 108 & 109 Capital Project for the 2019-2020 School Year

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.04 Approval of Contract Electrical Stewardship Phase II Contract 110 Capital Project for the 2019-2020 School Year

Motion to approve Contract Electrical Stewardship Phase II Contract 110 Capital Project for the 2019-2020 School Year

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.05 Approval of Contract Between the City School District of the City of Niagara Falls and Marty Shimmel for Professional Services in Securing Sponsorships and/or Gifts for Benefit of the District 2/13/2019 – 12/31/19

Motion to approve Contract Between the City School District of the City of Niagara Falls and Marty Shimmel for Professional Services in Securing Sponsorships and/or Gifts for Benefit of the District 2/13/2019 – 12/31/19

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.06 Motion to add item to agenda
(not specified)

Motion by Anthony F Paretto, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 2.07 Motion to approve Nomination of Individual For The Vacancy of Board Member For The Board of Cooperative Educational Services (BOCES) For Orleans-Niagara Counties

Motion to approve Motion to approve Nomination of Individual For The Vacancy of Board Member For The Board of Cooperative Educational Services (BOCES) For Orleans-Niagara Counties

Motion by Anthony F Paretto, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Abstain: Ronald J Barstys

3. Information and Reports

Mr. Kudela: Requested one more opportunity to hear about Sister Schools, so as to be prepared to answer any questions the public may have. Mr. Laurie placed an additional presentation on the February 27 agenda.

Mr. Bass: Thanked the Board for the opportunity to travel and apologized that his phone has been out of service. He spoke with students recently and expressed his pleasure in doing so.

Mr. Paretto: Thanked Mrs. Dunn for bringing homemade cookies. Mr. Paretto was glad to vote on the contracts relating to Phase II, in order to facilitate upgrades, and also put men and women to work in the trades. He is excited to see how students can learn from the trades as well, under the program described to teach asbestos removal and basic trade work to students.

Mrs. Dunn: Expressed that she is beginning to learn about a Board member in the community, answering questions and talking with people. This experience provides a better understanding and she is excited to work as a Board member.

Dr. Barstys: Complimented the Capital Projects team, which he sees as excellent. He is also excited about the summer courses in asbestos removal and other trade work. He was also able to be present for the NYSUT tour of NFHS, and proud to see how impressed the contingency was with the District. He especially complimented that NFT president and Superintendent on being prepared and professional.

Mr. Cancemi: Mr. Cancemi was also present for the NYSUT visit and echoed Dr. Barstys' remarks; he feels NYSUT left with a very good impression. It was gratifying that all the political representatives also were in attendance.

4. Adjournment

Action: 4.01 Adjournment in memory of the following who have recently passed away:

- Nelson Fasciano, father-in-law of Louise Fasciano, secretary, LaSalle Prep;
- Richard Massaro, brother of school district attorney Angelo Massaro, uncle of Human Resource Administrator Maria Massaro;
- Isiah Robertson, husband of LaSalle Education Foundation's Gloria Dolson;
- Latrecia Sortore, former employee; • Larry Zornes, brother-in-law of Gaskill Prep School teacher Carol Szalach;
- Edward Miller, the brother-in-law of our personal care aid Sarah (Cessna) Hall at LaSalle Prep;
- Willie Knight, brother of NFHS classroom associate Gary Knight;

- Celia Grant, mother of former Superintendent of Schools Carmen Grant, mother of former Superintendent of Schools Cynthia Bianco, grandmother of teacher Caren Stevens (GJ Mann), teaching assistant Mia Bianco (NFHS), guidance counselor Adam Bianco (NFHS), Assistant Principal Diane Bianco (Hyde Park);
- Former employee Lillian Annis Kircher Neill.

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.02 Motion to go into Executive session at 7:24 p.m. at the request of the State Comptroller to review audit; to discuss the potential demotion or discipline of an individual; to discuss litigation between the district and an employee.

Motion to go into Executive session at the request of the State Comptroller to review audit; to discuss the potential demotion or discipline of an individual; to discuss litigation between the district and an employee.

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Nicholas Vilardo, Paul Kudela, Clara Dunn

Motion to exit executive session at 7:55 p.m. made by Mr. Kudela, seconded by Mr. Paretto. All in favor.

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: February 27, 2020

KIND OF MEETING: AGENDA REVIEW SESSION

LOCATION: Administration Central Office Board Room

630 66th Street

Niagara Falls, NY

MEMBERS PRESENT: Dr. Barstys, E. Bass Mr. Cancemi, Bishop Kevin Dobbs, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

MEMBERS EXCUSED:

ARS

2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call

3. Letters and Communications - *Special Presentations*

Presentation of Change For Kids Banners

Above & Beyond Mental Health Efforts and
Nurturing in the Neighborhood Early Childhood Program
NYSSBA Area Director Linda Hoffman

Presentation of Outstanding Alumni 2020 (SG 2)

Rick Manning – LaSalle Senior High School
Carol Leary Gigliotti- Niagara Falls High School
Craig Rogers – Niagara Falls High School
Ted Simomin – LaSalle Senior High School

Presentation of Change For Kids Banners

Above & Beyond Mental Health Efforts and
Nurturing in the Neighborhood Early Childhood Program

NYSSBA Area Director Linda Hoffman*

****Postponed – rescheduled for March 26***

Presentation of Outstanding Alumni 2020 (SG 2)

We have some outstanding past graduates, in order to give current students hope and understanding, see that they, too can be successful. These people are the best of the best who have gone on to do great things. The District requested suggestions for candidates to recognize

and induct into the Alumni Hall of Fame. Each of the alumni will receive a professional photograph. A copy of this photograph will be hung in each school building to give inspiration to students.

Rick Manning – Graduate of LaSalle Senior High School. Mr. Manning is probably one of the top athletes to come from Niagara Falls. Mr. Manning has been in a major league baseball player for 13 years. Mr. Manning is generous enough to award a scholarship to a graduating student athlete from NFHS for the past several years. He believes in giving back to the community. There is a street named after him in the City. Mr. Manning's portrait will be hung near the physical education area in all schools. Mr. Manning says that Niagara Falls will always be special to him.

Carol Leary Gigliotti – Graduate of Niagara Falls High School. Ms. Gigliotti could not attend this evening. Ms. Gigliotti has been employed at a many colleges since her graduation and is currently the President of Bay Path University in Massachusetts. Ms. Gigliotti has earned many graduate and post-graduate degrees and was instrumental in helping other women achieve their goals. She launched the first all on-line baccalaureate program. Ms. Gigliotti is extremely grateful to receive this honor and said, "My family and my teachers at NFHS believed in my potential."

Craig Rogers – Graduate of Niagara Falls High School. Mr. Rogers grew up on 10th Street in Niagara Falls. He persevered through many hardships and is now a doctor and professor at Canisius College. Mr. Laurie expressed that he is proud Mr. Rogers never let an obstacle or lack of something stop him from ascending to the place he is today. Mr. Rogers is a humble, quiet, great person. In high school, he also played on the football team. Mr. Laurie is glad to display his portrait in our schools. Mr. Rogers expressed that he has great memories of NFHS and is still in contact with many of his classmates from 1983. He speaks highly of the education he received here. Mr. Rogers said that teachers and staff need to constantly remind young people that they have the ability to achieve at a higher level. He feel he is where he is today because his teachers believed in him.

Ted Simonin – Graduate of LaSalle Senior High School, Class of 1988. Mr. Simonin attended the State University of Buffalo, then moved to south of France after graduation. From there, he began to create a unique style of illustrating and storytelling. Mr. Simonin is the author and illustrator of Baxter books and has been featured in Highlights magazine for children. Mr. Simonin was also involved in the literary journal for the Bob Dylan Music Festival and is also a member of the Society of Child Book Writers and Illustrators. Mr. Simonin now lives in Florida with his family. Mr. Laurie mentioned that his portrait will be hung his in all District schools to inspire children to read and write. Mr. Simonin's message: Teachers and classmates gave him the confidence to succeed. Special thanks to Maria Chille-Zafuto and Caren Stevens for nominating him for this special honor and also to the Board and the Superintendent for choosing him. Thinking back, he realizes he needs to thank his 4th grade teacher, Mr. Paduano. He still

has a copy of the book he wrote in that class and refers to it for inspiration. He also thanked Mr. Paul Quinn for his leadership in the student council. Mr. Simonin taught high school English at LSHS for three years and also would like to thank the faculty from LSHS. Also, thanks to Mrs. Pamela Bianca, former classmate for making his participation in tonight's meeting possible. Mr. Simonin offered his congratulations to fellow award recipients. Mr. Simonin feels it is important to give back to the community and to inspiring others. He also feels it is important to do what we can to leave the world a little better than the way we found it.

3.01 Oral Communications - Public Comment

The Superintendent requested a short Executive Session at 7:40 p.m. on a motion Dr. Barstys and seconded by Mr. Kudela. The reason for executive session regarding matters pertaining to the demotion/discipline/suspension/dismissal or removal of a person persons or corporation. The Board exited Executive Session at 8:30 p.m. Mr. Kudela motioned to adjourn Executive Session; seconded by Mr. Petrozzi .

The motion was approved by unanimous vote.

3.02 Written Communications

4. Recommended Actions from the Superintendent of Schools - Routine Matters

4.01 Minutes – January 2020 Meetings (SG 4)

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.02 Approval of Budget Transfer - #7 (SG3)

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.03 Approval of the following Bid None (SG3)

4.04 Treasurer's Report –January 2019 (SG3) Received and filed.

4.05 Budget Status Report – February 2019 (SG3) Received and filed.

4.06 Personnel Report – Certificated (SG 1, 2)

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.07 Personnel Report - Classified (SG 1, 2)

Motion by Ronald J Barstys, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

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

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

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

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.10 Short-Term Contracts [\(SG 1, 3\)](#)

1. NARP 5585 Workshop: Restorative Justice \$1,200 February 21, 2020
2. Dr. David Fusari Workshop: English Grammar Usage \$600 May 4, and 7, 2020
3. Gregory Fabiano, Ph.D. Presentation at Kalfas \$0 Date To Be Determined
4. Melinda Lemke, Ph.D., MEd, NBCT Workshop: A.M. - Trauma-Sensitive Schools P.M. – Culturally Relevant Schools \$975 February 21. 2020
5. Melissa Morinello Lil' Yogis of WNY Course: Lil' Yogis of WNY January 1 – June 1, 2020
6. Lomax Barnes Independent Church of God In Christ Presentation: Working With Young Men of Color \$8,000 March 1, 2020 - June 30, 2020

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

5. Unfinished Business

5.01 None

6. New Business [\(see BoardDocs\)](#)

6.01 APPROVAL OF ACCEPTANCE OF FUNDS FOR TITLE I SCHOOL IMPROVEMENT SECTION BASIC SCHOOL IMPROVEMENT GRANT [\(SG 1,3\)](#)

RESOLVED, That the Niagara Falls Board of Education accepts the funds for the 2019-2020 Title I School Improvement Grant; and

RESOLVED, That the grant award of \$225,000 be credited to Revenue Account F4289.030.20 Title I School Improvement Grant; and

RESOLVED, That the money be expended in the following function/object codes:

Account Code	Description	Budget
F2103.132.098.0320	TEACHERS - PER DIEM	\$84,240
F2103.140.098.0320	TEACHERS - SCHEDULE B	\$21,059
F2103.404.098.0320	PURCHASED SERVICES	\$94,701
F2110.404.049.0320	PURCHASED SERVICES – GPS	\$20,625
F2103.540.098.0320	SUPPLIES - GPS	\$4,375
TOTAL		\$225,000

Revenue Code F4289.030.20

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.02 ACCEPTANCE OF FUNDS FOR THE 2019-2020 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT [\(SG 1,3\)](#)

RESOLVED, That the Board of Education accepts the funds for the 2019-2020 Universal Pre-Kindergarten Grant; and

RESOLVED, That the grant award of \$2,982,157 be credited to Revenue Account F3289.310.20 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.132.098.3120	PER DIEM	\$ 18,000
F2510.133.056.3120	INSTRUCTIONAL – ABATE	591,255
F2510.133.057.3120	INSTRUCTIONAL – CATARACT	193,228
F2510.133.058.3120	INSTRUCTIONAL - HYDE PARK	103,448
F2510.133.059.3120	INSTRUCTIONAL - KALFAS	312,589
F2510.133.060.3120	INSTRUCTIONAL - MAPLE	193,228
F2510.133.061.3120	INSTRUCTIONAL - NIAGARA STR	264,623
F2510.133.065.3120	INSTRUCTIONAL - 79TH	172,090
F2510.133.067.3120	INSTRUCTIONAL - MANN	234,655

F2510.140.098.3120	SCHEDULE B	5,000
F2510.150.014.3120	GRANT DIRECTOR	29,729
F2510.164.014.3120	SECRETARY	27,810
F2510.177.056.3120	ASSOC – ABATE	135,977
F2510.177.057.3120	ASSOC – CATARACT	68,752
F2510.177.058.3120	ASSOC - HYDE PARK	67,224
F2510.177.059.3120	ASSOC – KALFAS	99,738
F2510.177.060.3120	ASSOC – MAPLE	85,008
F2510.177.061.3120	ASSOC - NIAG ST	33,612
F2510.177.065.3120	ASSOC - 79 TH	68,752
F2510.177.067.3120	ASSOC - GJ MANN	99,738
F2510.404.098.3120	PURCHASE/OUTSIDE SERVICES	117,650
F2510.540.098.3120	SUPPLIES – DIST. WIDE	60,051
		\$2,982,157

Revenue Code: F3289.310.20

Motion by Kevin Dobbs, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.03 Approval of School Election Procedures, Polling Sites, and Designation of Day and Time of Public Hearing on School Budget For the City School District of the City of Niagara Falls, Niagara County, New York ([SG 4](#))

RESOLVED, That the following be adopted and implemented as official procedure for the 2020 School Board Election/Budget Vote:

RESOLVED BY THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, IN THE COUNTY OF NIAGARA, NEW YORK as follows:

Section 1. The Public Hearing on the School Budget shall be held on Thursday, May 7, 2020, at 7:00 p.m. at Niagara Falls School District Administration Building (Board Room), located at 630 66th Street, Niagara Falls, New York. The annual school election/budget vote of the City School District of the City of Niagara Falls, New York, shall be held on May 19, 2020, at 12:00 o'clock noon (E.D.S.T.) for the following purpose:

1. To elect three members to the Board of Education, two whom will each serve a full five (5) year term commencing July 1, 2020; one of whom will serve until June 30, 2021.
2. To adopt the annual budget of the school district for the fiscal year 2020/21 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

Section 2. The voting at such election will be held in the school election districts designated and established by resolutions of the Board of Education adopted March 13, 2014, and such voting shall be held at the particular polling places for said school election districts as designated by resolution of the Board of Education at its February 27, 2020 Regular Meeting. A list of such school election district polling site for each shall be as set forth in Schedule A, as follows:

SCHEDULE A

2020 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2, 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4, 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	9501 Colvin Blvd.
5		*6, 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9, 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2, 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5, 6	Niagara Falls Public Library	1425 Main Street
12	5 th	*7, 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13		*1, 2, 3	Maple Avenue School	952 Maple Avenue.

14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED**

Section 3. Notice of such election/budget vote (see Attachment 1) and the business to be acted upon thereat shall be given as required by law and published in the Niagara Gazette newspaper published in Niagara Falls, New York, such publications to be made four (4) times within the seven (7) weeks preceding the date of the annual election/budget vote. The initial advertisement shall appear at least forty-five (45) days (April 4, 2020) before the date of the election/budget vote.

Section 4. Such notice of such election shall be of such form and content as it required by law, including without limitation sections 2004 and 2007 of the Education Law. Each such notice shall state the day of the election to which it refers and the hours during which the polls are to be opened, shall state that an accurate description of the boundaries of the school election districts into which the school district is divided is on file and may be inspected in the office of the Board of Education, shall be held, shall state in substance any proposition which is to be submitted at such election and shall contain all provisions required by law. The Clerk of the Board of Education shall cause due and timely publication of such notice.

Section 5. The Clerk of the Board of Education is hereby directed to cause a copy of the appropriate register of voters to be delivered on the day of said election before the opening of the polls on such day to the inspectors of each polling place with the school district at the place or places where such election is to be held. Upon the closing the polls at such election, the ballots cast thereat shall be counted or canvassed by the inspectors of election in the manner provided by Section 2610 of the Education Law.

The votes cast for each candidate or proposition(s) shall be tallied and counted by the inspectors and a statement shall be made by them containing the names of each candidate receiving votes in such district and the number of votes cast for each proposition. Such statement shall be signed by the inspectors of election. The statement of the canvass of the votes shall be delivered to the Clerk of the Board of Education not later than the day following the election to which it refers and at which such votes were cast. The inspectors of election shall take all action and do all things necessary or required by law in connection with their performance or their duties incidental to such annual school election.

Date: February 27, 2020

ATTACHMENT 1

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

NOTICE OF ANNUAL SCHOOL DISTRICT

PUBLIC HEARING ON BUDGET VOTE AND SCHOOL BOARD ELECTION

NOTICE IS HEREBY GIVEN that a Public Hearing for the voters of the City School District of the City of Niagara Falls 2020-21 budget and expenditure of funds vote will be held on Thursday, May 7, 2020, at 7:00 p.m., at the City of Niagara Falls City School District Administration Building (Board Room), located at 630 66th Street, Niagara Falls, New York.

TAKE FURTHER NOTICE that the Board of Education of this District will have prepared and completed a detailed statement in writing of the amount of money which will be required for the ensuing fiscal year, **2020-21**, for school purposes, specifying the several purposes and amount of each, together with the text of any resolution which will be presented to the voters. The amount of each purchase estimated necessary for payments to Boards of Cooperative Education Services shall be set forth in full with no deduction of estimated state aid. Said statement will be available, upon request, to taxpayers within this District during the hours of 9:00 a.m. to 4:00 p.m. from **May 5th through May 19th** with the exception of Saturdays, Sundays or holidays at each schoolhouse in the District.

TAKE FURTHER NOTICE That a copy of such statement may be obtained from the District Clerk's Office each day other than Saturday, Sunday or holidays during the hours of 9:00 a.m. to 4:00 p.m. during the period of **May 5th through May 19th**.

TAKE FURTHER NOTICE that the annual school election/budget vote of the City School District of the City of Niagara Falls shall be held on May 19, 2020, at 12:00 o'clock noon (E.D.S.T.) to 9:00 p.m. for the following purposes:

1. To elect three members to the Board of Education, two whom will each serve a full five-year term of office commencing July 1, 2020; one of whom will serve until June 30, 2021. Petitions nominating candidates for the office of member of the board of education must be filed in the office of the clerk of the district between the hours of 9:00 a.m. and 5:00 p.m., not later than April 29, 2020. The petition must be signed by at least 100 qualified voters.
2. To adopt the annual budget of the school district for the fiscal year 2020/21 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election/budget vote shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

TAKE FURTHER NOTICE that the voting at such election will be held in the school election district polling sites designated and established by resolution of the Board of Education adopted **February 27, 2019**. Polling sites for the election/budget vote to be held on **May 19, 2020**, are listed at the end of this notice.

TAKE FURTHER NOTICE that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year 2020/21 proposition will be presented as follows:

PROPOSITION NO. 1

Shall the following resolution be adopted to-wit:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed **2020-2021** budget submitted to the Annual Meeting on May 19, 2020, and to levy the necessary tax; therefore be it?

TAKE FURTHER NOTICE that applications for absentee ballots may be applied for at the office of the clerk of the district at 630 66th Street, Niagara Falls, NY. A list of all persons to whom absentee ballots have been issued will be available in the said office of the clerk on each of the five (5) business days prior to the day of the election and that such list will also be available at the polling places on the day of the election.

TAKE FURTHER NOTICE that the board of registration shall meet to prepare the register of the school district on **Monday, April 27, 2020** between the hours of 10:00 a.m. and 8:00 p.m. at Niagara Falls High School, located at 4455 Porter Road, Niagara Falls, New York.

Any qualified person may have his/her name placed upon such register who shall present themselves personally for registration. The register prepared will be filed in the office of the clerk of the district and will be open for inspection by any qualified voter of the district during the hours of 9:00 a.m. to 4:00 p.m. on Monday through Friday, beginning **Tuesday, April 28, 2020** until the day of election, **May 19, 2020**.

SCHEDULE A

2020 POLLING PLACES CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2, 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4, 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	9501 Colvin Blvd.

5		*6 , 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9 , 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2 , 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5 , 6	Niagara Falls Public Library	1425 Main Street
12		*7 , 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 th	*1 , 2, 3	Maple Avenue School	952 Maple Ave.
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED** - If you have any further questions concerning your registration, poll site or applying for an absentee ballot, please call the District Clerk at 286-4204

Date: April 4, 18, May 2, & 16 2020

Judith Glaser
Clerk of the Niagara Falls
Board of Education

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.04 Approval of Agreement with the Niagara Falls Housing Authority For A Universal Pre-School Site 2019-2020 (SG 1, 4)

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Falls Housing Authority for it to provide the required education and instructions to four-old children specifically assigned to it, as required by the Universal Pre-Kindergarten Program grant, a copy of which Contract is attached, be and is hereby approved; and be it further

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

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

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

UNIVERSAL PRE-SCHOOL SITE AGREEMENT
NIAGARA FALLS HOUSING AUTHORITY

This Contract, by and between the THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street Niagara Falls, New York, party of the first part, herein called the School District, and the Niagara Falls Housing Authority, 744 – 10th Street, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2019-20 school year, commencing on or about September 1, 2019, and ending on or about June 30, 2020, the Agency did provide and will continue to provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance with such provision the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency a total of \$60,000 for the site, to be broken down into payments from September 2019 through June 2020. This amount will be for the one community Pre K site the Harry F. Abate Elementary School, 1625 Lockport Street, Niagara Falls, New York. Payment will be promptly made by the School District upon receipt of money from the State Education Department.
4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

6. This Contract shall be effective immediately upon approval by the School District and shall expire on June 30, 2020 provided however, the District shall be responsible and shall be responsible for such services performed by the Agency from September 1, 2019 to the effective date.
7. This Contract shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel Board of Education President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within

instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Motion by Ronald J Barstys, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.05 Approval of Harry F. Abate, Henry J. Kalfas Magnet, And Niagara Street School Reconfiguration [\(SG 1\)](#)

RESOLVED, That the Board of Education hereby approves reconfiguring the present grade levels of Harry F. Abate (grades 3-6), Henry J. Kalfas Magnet (Pre K-3- grade 2), and Niagara Street School (Pre K-3-grade 2); and

RESOLVED, The Superintendent of Schools is directed to immediately proceed with the implementation of the reconfiguration of Harry F. Abate, Henry J. Kalfas, and Niagara Street School and to do any and all things necessary to implement the scenario for the 2020-2021 school year.

Motion by Nicholas Vilardo, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.06 Approval of A Contract For Professional Consultant Services By Independent Contractor For Truancy Prevention Programs – R. Cunningham Consultants, Inc. 3/1/20 –2/28/21 [\(SG 1\)](#)

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Truancy Prevention Programs between the Niagara Falls City School District and R. Cunningham Consultants, Inc. attached hereto, be approved; and

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

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

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

CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR

This agreement, MADE THIS 27th DAY OF February 2020, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and R. Cunningham Consultants, Inc., P.O. Box 432, Niagara Falls, New York 14302 hereinafter called the “Second Party”);

WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services in the area of truancy prevention, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to interpreting services and shall include without limitation, the following:
 - a. Provide truancy prevention intervention services Grades PreK-12;
 - b. The Second Party will maintain the strictest standards of ethical behavior and confidentiality;

All of these functions shall be performed under the direction of the Superintendent. This consultant should possess a thorough knowledge of truancy prevention initiatives.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$50,000. 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. Payments will be made monthly in equal installments of \$4,166. This will occur upon receipt of a monthly report to the Superintendent.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.
6. Term of Contract. This Contract shall be effective from March 1, 2020 through February 28, 2021, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party ten days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

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

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Ronald Cunningham

President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this day of February 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, t/he individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this day of February 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the

basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.07 Approval of Additional Contract For Professional Consulting Services Between The City School District of The City of Niagara Falls And HOGHOL Culinary, F/K/A F Bites Culinary For The Remainder of The 2019-2020 School Year (2-1-2020 - 6-30-2020). ([SG1, 4](#))

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGOL Culinary for services at LaSalle Preparatory School after school program, at a sum not to exceed \$5,820.00 for the period February 1, 2020 through June 30, 2020, attached hereto, be and is hereby approved; and be it further

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

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

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

**CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
HOGOL**

THIS AGREEMENT, made this 27th day of February, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and HOGOL Culinary, 1 Symphony Circle, Buffalo, NY, 14213 (hereinafter "HOGOL").

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages HOGOL as an independent contractor to render to the District professional social and emotional student support services and HOGOL hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: HOGOL shall provide and render to the District the usual and customary services of a contractor for professional services for the remainder of the 2019/2020 School Year at LaSalle Preparatory after school including:

- a) Culinary and life skills programming for the period February 1 – June 30, 2020 for after- school programming at LaSalle Prep School one day per week;
- b) Working with up to 17 students per session;
- c) Ongoing communication with LaSalle Preparatory's Leadership Team.

3. Relationship Between the Parties. HOGOL shall not be an employee of the District. HOGOL is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. HOGOL is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to HOGOL for services hereunder a sum not to exceed \$ 5,820.00 to be paid in two installments of \$2,910.00 on April 10th, 2020, and June 30th, 2020. Payment checks payable to the order of HOGOL shall be deemed full payment to and acquittance by HOGOL.

5. Indemnification. To the fullest extent permitted by law, HOGOL 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. HOGOL shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HOGOL is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This contract shall be effective from February 1, 2020 to June 30, 2020, 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 HOGOL under this Agreement are unique and personal. Accordingly, HOGOL 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

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

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President, Board of Education

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

On this _____ day of _____ 2020
, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Motion by Anthony F Paretto, second by Kevin Dobbs.
Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.08 Approval of Contract Between The City School District of The City of Niagara Falls And The State University of New York (SUNY) At Buffalo, For Professional Consultant Services For Staff Trainings Through The Mental Health Services Professional Demonstration Grant (3-1-2020 – 6-30-20) (SG 2)

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and the Research Foundation of the State University of New York at Buffalo through the Institute on Trauma and Trauma Informed Care for it to provide the consultation services, trainings, and classroom-based coaching for a not to exceed agreed upon fee of \$60,000.00; and further

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

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

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

Motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.09 Approval of Contract Between The City School District of The City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC For Professional Mental Health And Consultation Services For The Mental Health Services Professional Demonstration Grant Programming 3/1/2020—06/30/20 (SG 2)

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be and is hereby approved; and be it further

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

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

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

CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 27th of February, 2020 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC, 1517 Main Street, Niagara Falls, NY 14305, the second party.

WITNESSETH:

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

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

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

- a. Individual mental health counseling services (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Mental Health Services Demonstration Grant at all District-wide schools.
- b. Each school will receive direct support services and programming will run for throughout the school year.
- c. Participation in school based S.T.A.R.T teams for appropriate individualized behavioral intervention services as needed.
- d. Participation in quarterly advisory meetings.

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of mental health counseling and consultation services and practices.

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date, a sum not to exceed \$9,000, in monthly installments of \$2,250.00 commencing March 30, 2020 and continuing thereafter on April 30,

2020, May 30, 2020 and June 30, 2020, when the last installment shall be due. The second party shall submit invoices for services rendered at least monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
7. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
8. Term of Contract: This contract shall be effective from March 1, 2020 through June 30, 2020, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
9. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Board President

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted. executed the instrument.

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

RESOLVED, That the Board hereby awards Contract HVAC Commissioning, Stewardship Project – RFP Bid No. 14 for the 2019/2020 School Year for the amount of \$74,660.00, to C.J. Brown Energy, P.C. 4245 Union Road, Suite 204 Buffalo, New York 14225 and approves the Contract hereto attached, between the School District of the City of Niagara Falls and C.J. Brown Energy, P.C. 4245 Union Road, Suite 204 Buffalo, New York 14225 for the construction of the Project according the Contract Documents; and be it further

RESOLVED, That the Contract is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

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

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

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.11 Approval of Contract Johnson Controls, Contract C111 Temperature Controls - Stewardship Project Phase II, Niagara Falls City School District. [\(SG3\)](#)

RESOLVED, That the Board hereby awards Contract C111 Temperature Controls Stewardship Project Phase II for the amount of \$1,458,006.00, to Johnson Controls Inc., 130 John Muir Drive Amherst, New York, 14228 and approves the Contract hereto attached, between the School District of the City of Niagara Falls and Johnson Controls Inc., 130 John Muir Drive Amherst, New York, 14228 for the construction of the Project according the Contract Documents; and be it further

RESOLVED, That the Contract is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

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

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

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.12 Approval of Payment No. 11 to Manning Squires Henning. For General Contractor Work, Contract #101, For The Stewardship Capital Project [\(SG3\)](#)

RESOLVED, That the Board of Education approves the payment of \$482,180.51 to Manning Squires Hennig, 8426 Seven Springs Rd Batavia, NY 14020 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.13 Approval of Payment No. 7 to Quackenbush Co, Inc. For Mechanical/HVAC Construction Work, Contract #103, For The Stewardship Capital Project [\(SG3\)](#)

RESOLVED, That the Board of Education approves the payment of \$31,123.57 to Quackenbush Co, Inc. 495 Kennedy Rd. Buffalo, NY 14227 in accordance with the Application and Certificate for Payment #7; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.14 Approval of Payment No. 8 to Quackenbush Co, Inc. For Mechanical/HVAC Construction Work, Contract #103, For The Stewardship Capital Project [\(SG3\)](#)

RESOLVED, That the Board of Education approves the payment of \$6,798.23 to Quackenbush Co, Inc. 495 Kennedy Rd. Buffalo, NY 14227 in accordance with the Application and Certificate for Payment #08; and be it further;

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.15 Approval of Payment No. 12 to Cir Electric Co. For Electrical Work, Contract #104, For The Stewardship Capital Project [\(SG3\)](#)

RESOLVED, That the Board of Education approves the payment of \$6,798.23 to CIR Electric Co, 400 Ingham Avenue Buffalo, NY 14218 in accordance with the Application and Certificate for Payment #12; and be it further;

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.16 Approval of Payment No. 11 to Scott Lawn Yard, Inc. For Site Development Work, Contract #105, For the Stewardship Capital Project [\(SG3\)](#)

RESOLVED, That the Board of Education approves the payment of \$60,305.02 to Scott Lawn Yard, Inc. 3305 Haseley Drive Niagara Falls, NY 14304 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.17 DECLARATION OF EMERGENCY BY THE BOARD OF EDUCATION FOR THE COSTS OF MITIGATION ACTIVITIES RELATED TO THE FIRE DAMAGE AT THE DISTRICTS MAINTENANCE BARN FACILITY ON FEBRUARY 25, 2020

Motion to approve DECLARATION OF EMERGENCY BY THE BOARD OF EDUCATION FOR THE COSTS OF MITIGATION ACTIVITIES RELATED TO THE FIRE DAMAGE AT THE DISTRICTS MAINTENANCE BARN FACILITY ON FEBRUARY 25, 2020

Motion by Anthony F Paretto, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7. Review of the Proposed Policy(ies)

7.01 Resolution Adopting Amended Policies of the City School District of the City of Niagara Falls School District ([SG 3](#))

5140	Administration of the Budget
5672	Information Security Breach & Notification
5674	Data Networks & Security Access
6121	Sexual Harassment in the Workplace
7410	Extracurricular Activities
7440	Student Voter Registration and Pre-Registration
7511	Immunization of Students
7512	Student Physicals

RESOLVED, That the Board of Education hereby adopts above-referenced policies.

Motion by Nicholas Vilardo, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7.02 6110 Resolution waiving tabling and adopting IDEA Grant Program

Motion to table and adopt Policy 6110 IDEA Grant Program

Motion by Ronald J Barstys, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7.03 Review:

5130	Budget Adoption
5150	Contingency Budget
5210	Revenues
6110	Code of Ethics for Board Members and All District Personnel
6550	Leaves of Absences
6562	Employment of Retired Persons
7222	Diploma or Credential Options for Students with Disabilities
7320	Alcohol, Tobacco, Drugs & Other Substances (Students)
7530	Child Abuse and Maltreatment
Xxxx	Procedures for Ensuring Grant Compliance and Allowability for 21 st Century Community Learning Centers (21 st CCLC)

8. Information and Reports

8.01 Superintendent's Report 8. Information and Reports

Information: 8.01 Superintendent's Report

The District received a FOIL request from Mr. Brundidge. Mr. Laurrie wanted the Board members to review the information included in the response before it is sent out to Mr. Brundidge. In the FOIL Request, Mr. Brundidge asked for the graduation rates from 2014-2019, as well as the African American graduation rate from 2014-2019. Mr. Laurrie notes that the two rates are not far apart from each other. Mr. Brundidge also asked for the number of certificated and non-certificated employees, as well as the number of African Americans employed by the District. Mr. Brundidge also asked for teacher absenteeism rates weekly and monthly. This information will be sent out to Mr. Brundidge.

The dinner program is going very well at Abate. So far, an average of 100 students are taking advantage of the dinner. On Monday, March 2 the first family dinner will be held. Mr. Laurrie anticipates about 200 attendees. The program is being paid for by the American Heart Association.

Mr. Laurrie would like to take complete responsibility for Mr. Simonin not being in attendance tonight. Mr. Laurrie feels he should have had better communication with Mr. Simonin. He apologizes publicly to the Board.

Regarding the fire the other day at the maintenance building, he is glad there was no loss of life. Many positive things came forth as a result of the fire. Many other school districts, as well as the City of Niagara Falls called to offer their equipment and services. Fellow municipalities also reach out to help. Fortunately, the District was able to secure what was needed on its own. Mr. Laurrie will compile a list of those who offered assistance for the Board's information. Mr. Laurrie was very impressed with firefighters who put their lives on their line, also thankful for the support from the police department. The District is fortunate to have them in this City and is very proud to be a partner with these organizations. The faces of sadness of district employees who took it to heart because of the pride they have, was very heart

breaking. It was obvious that they care about the District and think a lot of what the District has and what we can accomplish together. He offers his sincere thanks for their feelings and to Mr. Smeal who went without sleep for 36 hours. Mr. Smeal has been doing a great job. Special thanks also to Mrs. Littere for her hard work and dedication.

8.02 Board Members Report and Comments

Dr. Barstys – He is appreciative of the open and honest dialogue in executive session. He feels this type of communication is not common on other Boards. Board members are collegial and respectful of each other, even if our opinions don't line up. We are better for it. Thanks for Ms. Massaro, Mr. Massaro and Mr. Roscetti for helping us understand the decisions that are made and why. As Board Members, we do not live this every day, just twice a month. Dr. Barstys appreciates their explaining things to the Board Members so we can make a good decision. The rapport that we have with each other is amazing.

Mrs. Dunn – Mrs. Dunn shared something that she saw in regard to the behavior and disciplinary problems. She was at Factory Outlet Mall in the hallway and she saw a young African American girl holding a big sign. As she approached her, she thought the girl was selling Girl Scout cookies because her sign was green. When she asked her about the sign, the girl explained that she was not selling Girl Scout cookies, but was there as a form of punishment by mother and sister. She had sworn twice at her teacher at NFHS. Mrs. Dunn introduced herself to the girl, who then thought she would be in even more trouble. Mrs. Dunn said to the girl, "You are a very pretty girl. Don't let ugly behavior take that away from you." She asked the girl if having to hold the sign embarrassed her. The girl responded that, yes, it did. She advised the girl to always remember that she is somebody special and that she should attend school and make the most out of her education. The girl thanked Mrs. Dunn and hugged her. Mrs. Dunn shared this story because she sees a mother that is trying to do something to help her child and keep her on the right track. Mrs. Dunn would like to remain a Board Member and continue to improve behavior among girls in the District.

Bishop Dobbs – In thinking of Mrs. Capone's report and discussing all of the things that the District goes through to try and educate students, he applauds the staff and teachers for what they do, as he knows the challenges are great. The gap is broad. We are not only in this for educating students, but are talking on other elements in the lives of young people to give them a platform to stand on. He understands this concept, and how important it is. Bishop Dobbs wants to staff to know he values what they bring to the table to help run the district. He appreciates the story shared by Mrs. Dunn. It makes a statement. He would like to express his appreciation to the alumni that have made something great of their lives. He feels it is a good thing to give awards and recognize people, it makes a difference.

Mr. Paretto – Congratulations to all of the award winners tonight. It was nice to be a part of it. He looks forward to continuing this. Our staff, attorneys, and administrators all do a fabulous job. You don't realize how hard they work until you see how they handle emergency situations. Mr. Paretto went to the maintenance building the next day to look at the damage and was sick to see what happened. We could say what we want about our jobs, but we don't want anyone to jeopardize them. We will recover. It will make us stronger and better.

Mr. Kudela – He is appreciative of the team work of the executive team and support staff. There are lots of things going on, and everything seems to be running smoothly. Great to see updates on dinner program and proud to be a part of that. I hope we continue to move it forward. Drive safe tonight.

Mr. Cancemi – Thanks to everyone here tonight. Even if we disagree, we all care about this District beyond reproach. This makes the District even stronger. We have three very intelligent attorneys who help to contribute to the decisions we make. They help us to evaluate the matters. Thanks to the Superintendent for his leadership. We don't always agree, but that is OK. Thanks to Mr. Smeal – he puts in a lot of time.

9. Advanced Planning

9.01 Future Agenda Items

BRS Thursday, March 12, 2020	ARS/Regular Mtg. Thursday, March 26 th 2020
1. SUNY Buffalo Trauma Institute	1. TBD
2. Proflex Health Portal	2. Capital Projects
3 2020-2021 General Fund Budget	3. 2020-2021 General Fund Budget
4. Review of Board Meeting Agenda Items – March 26 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>	4. Review of Board Meeting Agenda Items – March 26 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>

9.02 Future Meeting Dates

10. Adjournment

10.01 Meeting Adjourned Action: 10.01 Adjournment in memory of the following who recently passed away: • Ramona Gazy, a retired District teaching assistant, spouse of retired District custodian Albert Gazy, mother of Monique Crossley, a grade eight art teacher at LaSalle Prep,

and Lou DalPorto, a NYSUT representative. • Robert Miles and Wilbert Ezell, brothers of Tim Miles, at 79th Street School. • Louise Whitworth Sims, aunt of kindergarten teacher Kimi Watroba

Motion to adjourn

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: March 26, 2020

KIND OF MEETING: AGENDA REVIEW/REGULAR MEETINGS

*Note: Because of the COVID 19 virus, the meeting is closed to the public. The public can view the meeting on Youtube.

LOCATION: Administration Central Office Board Room

630 66th Street

Niagara Falls, NY

MEMBERS PRESENT: E. Bass Mr. Cancemi, Bishop Kevin Dobbs, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo. Dr. Barstys* (participating remotely)

MEMBERS EXCUSED:

ARS

2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call

3. Letters and Communications -

3.01 Oral Communications - Public Comment

3.02 Written Communications

4. Recommended Actions from the Superintendent of Schools - Routine Matters

4.01 Minutes – February 2020 Meetings [\(SG 4\)](#)

Motion by Russell Petrozzi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.02 Approval of Budget Transfer - # 8 [\(SG3\)](#)

Motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.03 Approval of the following Bids: None [\(SG3\)](#)

4.04 Treasurer's Report – February 2020 [\(SG3\) Received and filed.](#)

4.05 Budget Status Report – March 2020 [\(SG3\) Received and filed.](#)

4.06 Personnel Report – Personnel Report Certificated items EXCLUDING NFHS EXTENDED SCHOOL DAY AND WINTERFEST DANCE CHAPERONES (SG 1, 2)

Motion by Anthony F Paretto, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Motion to approve items Certificated items INCLUDING NFHS EXTENDED SCHOOL DAY AND WINTERFEST DANCE CHAPERONES ONLY

Motion by Nicholas Vilardo, second by Kevin Dobbs.

Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Abstain: Ronald J Barstys

4.07 Personnel Report - Classified (SG 1, 2)

Motion by Russell Petrozzi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.08 Report from Committee on Special Education None (SG 1)

4.09 Report from Committee on Preschool Special Education None(SG 1)

4.10 Short-Term Contracts (SG 1, 3)

1. NYS Assoc. for Health, Physical Ed, Recreation, and Dance (NYS AHERD) Presentation\$2,625 February 21, 2020
2. Niagara Falls Housing Authority Presentation \$2,000 April 3
3. Marilyn Ballard Course: The Pyramid Model \$3,000 March 9 and 14
4. TELL Consulting Workshop: Supporting English Language Learners \$1,700 March 2020 – June 2020
5. JoAnn Tenebra Workshop: Breaking Down Barriers: Meeting Today's Students Where They Belong \$1,000 February 19, 26, 2020; March 3, 4, 18, 2020.
6. Global Spectrum, L.P. Graduation \$0 June 25-26, 2020
7. Purpose, Hope and Vision Working with Young Men of Color \$6,000 April – June 2020
8. Tyler Technologies Study for Bus Routes for Sister Schools 30 days NTE 80 hours \$14,000
6. Lomax Barnes Independent Church of God In Christ Presentation: Working With Young Men of Color \$8,000 March 1, 2020 - June 30, 2020

Motion by Russell Petrozzi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

5. Unfinished Business

5.01 None

6. New Business ([see BoardDocs](#))

6.01 Acceptance of Gift from Sirius for Abate's Technology / Parent Night ([SG 1, 3](#))

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of the one (1) Lenovo Smart TAB P10 Tablet; and

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

Andreas Cellura

Sirius Computer Solutions, Inc.

1250 Pittsford-Victor Road, Suite 124

Pittsford, NY 14534

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.02 Corrective Action Plan (CAP) or the 2019 Internal Audit ([SG 3](#))

RESOLVED, that the Board of Education affirm and approve the CAP attached hereto, and

RESOLVED, that said CAP be forwarded to the NYSED.

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.03 Approval of a Special Meeting of the Board of Education to be held April 22, 2020. ([SG 1, 4](#))

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Wednesday, April 22, 2020, for the purpose of considering and/or acting upon such business

as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.04 Approval of Amended Calendar of Board Activities for the Preparation of the 2020 – 2021 General Fund Budget ([SG 3](#))

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

Key 2020 – 2021 Budget Dates

- Board Review of Budget – **January – June**
- Submit Tax Levy Limit Calculation – **March 1st**
- Superintendent’s Budget Recommendation to Board – **April 2nd**
- Board to Adopt Budget and Contingent Budget – **April 22nd**
- Present Property Tax Report Card – **April 22nd**
- Submit Property Tax Report Card to SED – **April 23rd**
- Budget Available – **April 30th**
- Public Hearing – **May 7th**
- Mail Budget Notice – **May 8th**
- Budget Vote – **May 19st**
- Finalize Revenue Estimates, Set Tax Levy and Tax Rate – **June 18th**

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.05 Approval of Amendment to the City School District of the City of Niagara Falls 403B Retirement Plan (SG 2)

RESOLVED that the "Note" provisions set forth in the Adoption Agreement, "Employee Eligibility" is hereby restated and amended to read as follows:

[Note: An Employee normally works fewer than 20 hours per week if for the 12-month period beginning on the date the Employee's employment commenced the Employer reasonably expects the Employee to work fewer than 1, 000 hours of service (as defined under section ~~110(a)(3)(C)~~ of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12- month period. Under this provision, an Employee who works 1, 000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12- month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. Careful attention must be paid to compliance with the 20-hour rule by the District as it is necessary to the tax-qualification of the Plan.]

[Note: Persons occupying an elected or appointive public office are not eligible for the Plan unless such office is one to which the individual is elected or appointed only if the individual has received training, or is experienced, in the field of education.]; and be it

RESOLVED that the "Note" provision set forth in the Adoption Agreement, "Hardship Distributions is hereby restated and amended to read as follows:

[Note: if hardship distributions under the Plan are allowed, the Plan and Vendors will apply the IRS "safe harbor" rules for such distributions. Effective 1/1/2020, the plan will no longer suspend elective contributions following a hardship withdrawal. See section 5.5 of the Plan for more information.]; and be it

RESOLVED that section 5.5 of the Basic Plan Document, "Hardship Withdrawals" is hereby restated and amended to read as follows:

5.5 Hardship Withdrawals

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer or Employer's agent and the Service Provider(s) to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant

to Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations). In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Service Provider shall obtain information from the Employer or other Service Provider(s) to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

(c) Safe Harbor Contributions/QNECs/QMACs. Effective 1/1/2020, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or l) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

(d) Amount Necessary to Satisfy Need Requirement. Effective 1/1/2020, a distribution will be determined to an immediate and heavy financial need only if the three criteria listed below are met:

i. The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution); ii. The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and iii. The Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.

(e) Six-Month Suspension. Effective 1/1/2020, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution.

(f) Loan Requirement. Effective 1/1/2020, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.

(g) Modification of Repair Expense. Between 1/1/18 and 2/17/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6) and Basic Plan Document 5.5(g)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165. Effective 2/19/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., § 1.401(k)-1(d)(3)(iii)(B)(6)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).

(h) New Safe Harbor Financial Need Provision. Effective 1/1/2020, the following immediate and heavy financial need will be considered as a safe harbor criteria for hardship distributions in addition to the safe harbor financial need provisions outlined in 5.5(g) of the Basic Plan Document and 1.40(k) – 1(d)(3)(iii)(B)

i. Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; and be it

RESOLVED, That the Board of Education approve the hardship and eligibility amendments noted herein; and

RESOLVED, That the President of the Board be authorized and directed to execute such Amendment(s); and

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

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.06 Approval of Continuation of Wages and Benefits

RESOLVED: that the Board does hereby approve the recommendation of the Superintendent and does hereby authorize him, effective March 16, 2020, during the school closures occasioned by the Coronavirus (COVID-19), to continue the regular salaries, wages and benefits for regular employees, long-term substitutes and other substitutes who have been expressly appointed by Board Resolution, for services in particular assignments; and further

RESOLVED: that the Superintendent be and he is authorized to approve arrangements and assign needed employees under which they work from home or at remote locations at their regular rate of pay and to take all other actions that are necessary and proper to implement the purpose and intent of this resolution.

Motion by Kevin Dobbs, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.07 Acceptance of the Case for Support of the Niagara Falls CSD Sponsorship Program (SG 3, 4)

RESOLVED, that the Board of Education does hereby approve the values for District Facilities available for Sponsorship as contained in Schedule "A" attached hereto and made a part hereof; and further

RESOLVED, that the Superintendent, be and is hereby directed to do and take all actions necessary to implement this Resolution including but not limited to, making available such Sponsorship Opportunities as approved to all Sponsors in accordance with the terms of this Resolution and the District's Policy as amended.

Motion by Russell Petrozzi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.08 Approval of Payment No. 12 to Scott Lawn Yard, Inc. for Site Development Work, Contract #105, for the Stewardship Capital Project ([SG 3](#))

RESOLVED, That the Board of Education approves the payment of \$118,421.75 to Scott Lawn Yard, Inc. 3305 Haseley Drive Niagara Falls, NY 14304 in accordance with the Application and Certificate for Payment #12; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.09 Approval of Payment No. 11 to JR Swanson Plumbing Co, Inc. for Plumbing Work, Contract #102, for the Stewardship Capital Project ([SG 3](#))

RESOLVED, That the Board of Education approves the payment of \$4,716.25 to JR Swanson Plumbing Co, Inc. 413-103rd Street Niagara Falls, NY 14304 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.10 Approval of Payment No. 12 to JR Swanson Plumbing Co, Inc. for Plumbing Work, contract #102, for the Stewardship Capital Project ([SG 1, 3](#))

RESOLVED, That the Board of Education approves the payment of \$1,994.25 to JR Swanson Plumbing Co, Inc. 413-103rd Street Niagara Falls, NY 14304 in accordance with the Application and Certificate for Payment #9; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.11 Approval of Payment No. 1 to John W. Danforth Company for Plumbing Work, Contract #107, for the Stewardship Capital Project ([SG 3](#)) ([SG 1](#))

RESOLVED, That the Board of Education approves the payment of \$60,362.50 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #1; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.12 Approval of Payment No. 1 to John W. Danforth Company for Mechanical / HVAC Work, Contract #108/109, for the Stewardship Capital Project ([SG 3](#))

RESOLVED, That the Board of Education approves the payment of \$777,655.00 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #1; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.13 Approval of payment No. 01 to CIR Electric co. for Electrical Work, Contract #110, for the Stewardship Capital Project ([SG 3](#))

RESOLVED, That the Board of Education approves the payment of \$80,875.00 to CIR Electric Co. 400 Ingham Avenue Buffalo, NY 14218 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Motion by Paul Kudela, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7. Review of the Proposed Policy(ies)

7.01 Resolution Adopting Amended Policies of the City School District of the City of Niagara Falls. [\(SG 1, 2\)](#)

Review

- 5110 Budget Planning and Development
- 5120 School District Budget Hearing
- 5220 District Investments
- 5676 Privacy & Security for Student Data and Teacher and Principal Data

Motion to table.

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Note: This meeting took place during the COVID 19 pandemic; schools, government buildings, and non-essential businesses were closed for the foreseeable future.

Mr. Laurie thanked the Board of Education for their trust in and support of administration during these unprecedented times. He also thanked staff, in particular, Mr. Rich Meranto for his tireless work assisting with various technical needs of the District and the City; Dr. Jo Silvaroli; and other administration staff including Ms. Massaro, Mr. Giarrizzo, Mr. Edwards, Mr. Granieri, Mrs. Glaser, Mr. Smeal, and Mr. Carella, who have continued working to meet the needs of the District and community.

He further reported that 4400 learning packets were distributed and more are on the way; 21,000 meals have been distributed in the preceding nine days and such distribution will continue during spring break, with double portions distributed on Friday for the weekend.

Further, Abate School was utilized by residents who had to evacuate housing due to a recent police investigation of those premises. Thanks to Mr. Eddy Street who accommodated those residents as the custodian at Abate School, and remained with them for several hours.

The Robotics Team from LaSalle Prep School, number one in the State, as well as Willie McDougald, two-time wrestling champ, were to have been celebrated this evening.

Mr. Laurie will host a Facebook chat with two members of the Senior class on Monday.

The budget will be discussed in April.

Information: 8.02 Board Members Comments and Reports

Mr. Kudela: Mr. Kudela questioned how the current situation (COVID 19) might impact the plan for Sister Schools. Mr. Laurie advised that possibly the plan to implement Sister Schools may

have to wait till September 2021, although he remains committed to the plan. A decision has not been made at this time. Mr. Kudela thanked staff, teachers who are remaining in touch with students, the Board for agreeing to pay staff during this time; it is important to show loyalty to employees.

Mrs. Dunn: Mrs. Dunn thanked Mr. Laurie and expressed high praise for his leadership during this time; she had occasion to pick up a learning packet from Maple Avenue and can report the distribution was done safely and smoothly.

Bishop Dobbs: The Bishop expressed gratitude for the efforts put forth by the District, as well as local, state, and federal officials, as well as staff who has served the community. The food delivery is especially important at this time. He exhorts those assembled to remain prayerful for the health professionals the world over. All should be encouraged.

Dr. Bartsys: Dr. Barstys thanked staff, teachers, administrators, and senior staff for doing a phenomenal job, and particularly is pleased with the communication being put forth by the Superintendent. Kudos to the food staff and Mr. Edwards.

Mr. Bass: Mr. Bass thanked Mr. Laurie for being “a bright spot in this dark time,” and expressed that he as Superintendent has been the link among the District, City, and hospital. Additionally, he thanks all staff and reports he spent time at Hyde Park School and saw a seamless and smooth distribution of food taking place. Mr. Bass reflected on a microscopic virus stopping the nation and world.

Mr. Vilardo: Mr. Vilardo echoed his colleagues’ thoughts and expressed his thanks to staff for an excellent job. He inquired about the May school district/Board elections. Mrs. Glaser replied that the State should be forthcoming with information very soon, but that for the moment she is proceeding as though it were a normal year.

Mr. Paretto: Mr. Paretto expressed that the District is the heartbeat of the City and is well-pleased with the efforts of the staff and District leadership. The District is holding the community together through its hard work.

Mr. Petrozzi: Mr. Petrozzi thanked staff and leadership; that people could have stayed home but chose to come to work and assist the community is deserving of thanks. Mr. Petrozzi congratulated Mr. Laurie on his leadership during this time.

Mr. Cancemi: Mr. Cancemi expressed his thanks and confidence in the District; he feels the best personnel are those serving the community now, and wishes them all continued good health.

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Action: 10.01 Adjournment in memory of the following who recently passed away:

Motion to adjourn

Nick D'Aloise., father in law of retired administrator Robert DiFrancesco.

Donna McKinnon, sister of Yvonne McKinnon (Abate)

Charles Giarrizzo, father of Business Administrator Joseph Giarrizzo.

Christian Williams, student, NFHS.

Sandra Sirianni, sister-in-law of retired principal Marie Catherine;

Margee Zito, retired kindergarten teacher at 79th Street School;

Steve DePalma retired custodian and wife to Mary DePalma (NSS), father to Dorothy Rotella (retired, Abate) and grandfather to Bryan Rotella (Kalfas), Ashley Rotella (79th) and Danielle DePalma (NFHS)

Gordon MacGuire, father of Ellen McGuire-Argy, Library Associate at Mann;

Louise Walker, mother of Angela Manella (Assistant Principal Harry F. Abate) and Francis J. Coney III (Chairperson for Committed on Special Education), Nana to Joseph Krebs (NFHS Senior) and cousin to Miquel Carey (NFHS).

Don Supon, retired phys ed teacher, father of LaSalle Prep's Jocelyn Touma, father in law of CEC administrator Andrew Touma, uncle of Ronni McGrath STEM coordinator.

Gordon Kanous, husband of retired GJ Mann senior school monitor, Karen Kanous.

Motion by Russell Petrozzi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: April 2, 2020

KIND OF MEETING: BOARD REVIEW SESSION

LOCATION: Administration Central Office Board Room
630 66th Street
Niagara Falls, NY

MEMBERS PRESENT: Dr. Barstys; Bishop Dobbs; Mrs Dunn; Mr. Kudela; Mr. Petrozzi; Mr. Paretto, Mr. Vilardo; Mr. Cancemi.

Absent: Mr. Bass

UPDATES FROM THE SUPERINTENDENT:

Mr. James Spanbauer, Principal of LaSalle Prep school, has been named NYS Administrator of the Year.

The State requires reporting on four areas: communication; child care (for first responders:) meals; technology for learning.

To wit:

Communication: the Superintendent is making daily automated telephone messaging calls; is posting daily videos on the website and on YouTube and social media; is posting daily memos on the website; is participating in weekly webinars for staff; is utilizing the District email to communicate with staff.

Meals: Breakfast and lunch is being provided to students daily at the nearest school in "grab and go" fashion, with double meals on Fridays; 55,046 meals have been served. Mr. Edwards is to be commended on doing an admirable and unenviable job. Meals will continue throughout spring break.

Child Care: this need is being met by the Boys and Girls Club. The Superintendent checks in or stops by daily to assess the service provided. They are doing an excellent job.

Technology for learning: Soon, each teacher will have a webpage; a limited number of hard copy packets will still be available. Webinars are being held to assist teachers in setting up and using a webpage. On April 14, the next installment of learning packets will be available.

Grading will take place for the next round of packets, as follows: I (incomplete), M (mastery), P (passing)

Conflict: Governor has issued an Executive Order directing districts to continue servicing students throughout the planned spring break. This overrides collective bargaining, forcing teachers to work through during negotiated time off. It remains to be seen whether the NCTE objects or takes any action now or in the future.

Regents Exams: It is not known whether there will be Regents exams. The Board of Regents is meeting Monday and Tuesday. The Commissioner indicated there would be guidance on Tuesday. Nonetheless, date to order the exams is upcoming.

Elections: Perhaps elections will be postponed until June 23, and combined with the presidential primary. This is conjecture but it makes sense to think perhaps this will be the case. We await guidance from the State.

FEMA: Mr. Giarizzo is investigating what the District may be able to claim under FEMA. The District is being reimbursed for the meals it is providing, but may be able to recoup costs for copying of learning packets, paying overtime, et cetera.

Essential Staff: The Superintendent is being very cautious about calling in staff. It is of paramount importance to try to keep people safe, and the District must be aware of the potential for causing workers compensation cases due to exposure.

Transportation: The 1st Student company continues to request payment. The District not paying 1st Student or Niagara Falls Coachlines because it is unknown whether reimbursement will be forthcoming. .

Other unknowns include whether the following can take place: the Senior prom, graduation, Class day Post Prom Party. All are unlikely. The District will be issuing diplomas with the original graduation date.

Headstart: A conversation with the NYS Office conveyed that COVID will not affect the decision of awarding the grant.

Dr. Silvaroli advises Mr. Laurrie that the peak of the virus here is anticipated to occur at the end of April; therefore, he is not confident school will return this year. Buffalo is not returning this academic year. We await the direction of the Governor.

Assuming the year is over, the District will try to have a robust summer school and realign curriculum. He will not approve retaining students at their current grade level. The District will need guidance on graduating students and providing information on transcripts.

Budget:

Mr. Laurrie said the rhetoric taking place indicates there will be no cuts to Medicare/ Medicaid. The next greatest expenditure to the State is Education. Foundation aid is frozen - the District lost \$10,000. Poor, Small City districts are hurt the most by freezing Foundation aid.

Federal stimulus money: The original expected was an increase of \$1.276 billion in Education. The Governor, however, has cut Education spending by it \$1.276 billion, thereby capturing the stimulus for purposes other than Education.

Of concern as well is the \$21 million more we are owed this year. Titles I, II, III, IV will increase slightly for next year.

Mr. Giarrizzo presented the draft of the proposed budget as of this this date.

Gap: \$6,342,790.

Possible ways to address this:

1. Because there is no imperative to present a budget in April and because of the election movement, the Superintendent requests two more weeks to work on a budget in light of current events and to attempt to lower the original appropriation of \$155,318,370.

Assuming school is out for this year, the District will capture what savings it can, while honoring contracts; perhaps in cases of early retirements the District can opt not to appoint replacement staff, at least until students return. There is a need to use time to advantage. The Superintendent will come back with a number April 22.

2. Grants: the District is saving money because grants pay for Schedule B. Maybe the District will be able to move some costs there.
3. A goal is to avoid any tax increase.
4. The District will review all contracts, new BOCES purchases, programs, and retirements only for next year; perhaps not fill some positions; study the possible use of some reserve funds without depleting all reserve funds. The Superintendent is adverse to hurting students or laying off staff.

Additionally:

Sister School concept will have to be postponed, but will happen the following year.

Goal is zero lay-offs, cut no programs for kids.

Mr. Cancemi expressed concern for students being behind next year, may need more staff for students to maintain and catch up. He has concern for graduation rate in the future. Mr. Laurie shares this concern.

The District will still have all grants to assist. Mr. Laurie will utilize all funds and creative thinking to extend learning, offer summer school, and realign curriculum.

Mr. Vilaro asked about funding summer schools; Mr. Laurie advised this will remain funded in the budget.

Bishop Dobbs points out teachers are trying to mitigate regression by staying in touch with students.

The District is trying to establish how many students have access to internet, computers, laptops. The District has purchased a quantity of myfis from BOCES; then can issue (loan) computers to students where necessary. Mr. Granieri pointed out the liability and the need to install filtering first.

Mr. Cancemi thanked the Superintendent for his frank assessment.

Mr. Laurie feels it is important that the District remain calm and project that equanimity.

The Bishop expressed the importance of and gratitude for meals among poor families.

A review of the agenda for April 22 was held.

- 4.01 Minutes – March 2020 (SG4)
- 4.02 Approval of Budget Transfer - #9 (SG3)
- 4.03 Approval of Bids – (SG3)
Musical Instruments & Supplies Bid No. 15
- 4.04 Treasurer's Report – March 2020 (SG3)
- 4.06 Personnel Report – Certificated (SG 1,2)
- 4.07 Personnel Report - Classified (SG 1,2)
- 4.08 Report from Committee on Special Education (SG 1)
- 4.09 Report from Committee on Preschool Special Education (SG 1)

4.10 Short-Term Contracts (SG 1, 3)

- 1. Abby Mecca & Co., Inc \$3,000 May 1st - September 30th, 2020 Re - Branding and Logo Design for District

5. Unfinished Business

- 5.01 None

1. New Business

- 6.01 Approval of the Election of the Board of Cooperative Educational Services (BOCES) Board Members (SG 1, 3, 4)
- 6.02 Approval of the 2020/21 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services (BOCES) (SG 1, 3, 4)
- 6.03 Approval of Appointment of Election Inspectors for 2020 (SG 4)
- 6.04 Approval of Appointment of Additional Election Inspectors for 2020 (SG 4)
- 6.05 Approval of Appointment of Voting Machine Custodians for 2020 (SG 4)
- 6.06 Approval of Filing of Proposed Code of Conduct, as Amended for Public Comment and Notice of Public Hearing (SG 1, 2)
- 6.07 Approval of Filing of Proposed Comprehensive, District School Safety Plan, as Amended for Public Comment and Notice of Public Hearing (SG 1, 2)
- 6.08 Approval of Filing of Building Level School Safety Plans, as amended for Public Comment and Notice of Public Hearing (SG 1, 2)
- 6.09 Approval of 2019-2020 Health Service Fees for Non-Resident Private and Parochial Students (SG 3)
- 6.10 Resolution to Increase the 2019/2020 Budget to Reflect Receipt of Insurance Proceeds (SG 3)
- 6.11 Approval of Payment to No. 1 to Scrufari Construction Co Inc. FOR General Construction Work, Contract #106, for the Stewardship Capital Project (SG 3)
- 6.12 Approval of Payment to No. 2 to John W. Danforth Company for Plumbing Work, Contract #107, For the Stewardship Capital Project (SG 3)
- 6.13 Approval of Payment No. 2 to John W. Danforth Company for Mechanical / HVAC Work, Contract #108/109, for the Stewardship Capital Project (SG 3)
- 6.14 Approval of Payment No. 2 to CIR Electric Co. for Electrical Work, Contract #110, For the Stewardship Capital Project (SG 3)
- 6.15 Approval of Payment No. 1 to Johnson Controls Co. for Temperature Control Work, Contract #111, for the Stewardship Capital Project (SG 3)

Dr. Barstys requests a look at the musical instruments bid as a possible place to eliminate costs. \$225,000. Music bid is good for three years.

Meeting concluded at 6:30 p.m.

April 22, 2020 7:00 pm - Regular Board Meeting (Wednesday, April 22, 2020)

Generated by Judie Glaser on Friday, April 24, 2020

Members present: Mr. Bass and Dr. Barstys remotely; Bishop Dobbs; Mrs. Dunn; Messrs. Kudela; Paretto; Pertrozzi; Vilardo; Cancemi

ARS Meeting called to order at 5:45 p.m. p.m.

Information: 1.01 ARS Topics

Action, Information: 1.02 Agenda Regular Meeting

1. Agenda Review Session
1.01 Topics

COVID 19 Update:

Mr. Laurie provided an update of the District response to the COVID 19 pandemic:

- District has served 130,294 meals in 26 days. The District will be reimbursed. First Assembly of God will be sponsoring dinner for Abate School families; the American Red Cross will sponsor a dinner as well.
- Sunday evening webinars yield more than 350 teachers and staff. The Superintendent is communicating with union heads, other Superintendents of Schools. Erie 1 BOCES held up our website as an example of a superior site with respect to the crisis; the District is also using Facebook, Youtube videos, automated messages
- Daycare: the District is mandated to provide daycare for first responders' families. Boys & Girls Club is doing this 7 days /week.
- Counselors have been asked to make wellness calls (not in person)
- Wednesday, Erie County Mental Health will run NARCAN distribution and training in lot of NFHS. Opiate use is on the rise. Training will take place 11 a.m. to 1 p.m.
- Learning: new materials are being disseminating on-line as much as possible. K to grade two computers scheduled to be replaced are being distributed; 91 computers have been distributed thus far, as have 33 Myfis or hotspots.

- The Superintendent has been in communication with NFT and administrators regarding grading. He feels strongly that grades be Pass or Incomplete (no credit). Teachers find that acceptable. All teachers now have teacher webpages. There has been a good deal of professional development for non-instructional and instructional staff.
- Nurses will be engaged in training tomorrow.
- School personnel has canvassed households to see if families have computers/internet. There is a problem with families having outdated technology that is not compatible with current needs.
- Special Education must modify lessons as appropriate; speech is being provided. Annual reviews have begun. Initial reviews will be starting next week.
- Tomorrow, the Superintendent of Schools will dialogue with leadership at NFHS with respect to celebrations/rites of passage. Students will be involved. Topics to include graduation options: postponement, virtual, etc.
- The Capital Projects going very well and the team is ahead of schedule at Maple Avenue, Hyde Park, 79th Street, and GJ Mann elementary schools.
- Summer Camps/Summer Schools are in danger; there is a less than 50% chance they will be run this summer.
- No news from the State has been made available regarding Board election/budget vote.
- Districts are still awaiting State direction on certifications through BOCES.
- Highly unlikely school will resume this academic year.

Thanks to the Board for its support.

2020-2021 Budget Update

Superintendent Remarks: Gov. Cuomo has hurt small city school districts, which are serving poor and minority communities by freezing Foundation Aid. First drafts of State budget promised more money to districts like this ours. E.g., the Lewiston-Porter District loses \$38,000 due to the Foundation Aid freeze; NFCSD loses \$4 million. Proposed cuts also include possibly 20% more throughout the year.

Last time the Board met, the administrative team needed to find \$1.8 million in the budget to fill a gap.

Here is what that team has been done:

- evaluated retirees to see where attrition is possible;
- evaluated CEC programs – the District will save \$400,000 if students are moved to twilight programs and staff is returned to prep or high school.
- evaluated new purchases – saving \$80,000 or \$90,000
- studying the cafeteria budget surplus and beginning to charge costs to that line appropriately – such as cleaning of cafeterias.
- recommending the use of reserves, approximately 4.5 to 4.7 million dollars;
- Additional thoughts:
 - o Attrition – 2 million saved
 - o Not having students return this year could save \$2.1 million this year. This could go back into reserves.

After enacting the above recommendations, the 2020-2021 budget gap is resolved with no tax increase, no lay-offs; no program cuts; no wage freezes; no combination classes in elementary. Note: the Governor has reserved the right to adjust the State budget three more times in the coming fiscal year. If more cuts come, more drastic options may be necessary.

An enumerated budget update was provided by Joseph Giarrizzo:

- Assumptions: attrition yielding \$ 1 million
- Retirement breakage yielding \$200,000
- Moving benefits costs, where appropriate, to grant funding yielding \$48,000
- Moving appropriate staff costs to cafeteria fund
- Reductions being realized in Social Security costs and pension costs for retirees;
- Opportunity for reduction of BOCES costs; specifically, Dr. Beecher replaced by Dr. Silvaroli.
- Music instruments will not be replaced this academic year.

Retirement reserves/EBLARS/ debt service reserve to cover the cost of the upcoming interest payment on BAN; \$.5mill due in July.

All assumptions are predicated on not students not coming back this academic year; which will result in \$2 million cost offset, not including the transportation savings. (The Business Office is awaiting State guidance on whether the District would be reimbursed if transportation payments are made).

Budget number: \$153,439,801.

2. Call to Order Special **Meeting called to order at 7:15 p.m.**

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer

Information: 2.03 Roll Call

3. Letters and Communications

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - March 2020

Motion to approve minutes - March 2020

Motion by Paul Kudela, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action, Information: 4.02 Budget Transfer #9

Approval of Budget Transfer - #9

Motion by Russell Petrozzi, second by Paul Kudela.

Action, Information: 4.03 Bid No. 1 Musical Instruments & Supplies Bid No. 15

Musical Instruments & Supplies Bid No. 15

Motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report -March 2020
Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - April 2020
Action: 4.06 Personnel Report Certificated
Motion to approve items Certificated Report

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.07 Personnel Report - Classified Items
Motion to approve the Personnel Report for Classified Staff

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.08 Committee on Special Education Report March 2020
(not specified)

Motion by Russell Petrozzi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 4.09 Committee on Pre-School Special Education Report March 2020
(not specified)

Motion by Russell Petrozzi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action, Information, Discussion: 4.10 Short-Term Contract(s)

Approval of Short-Term Contracts - See Attachment for List

Motion by Paul Kudela, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

5. Unfinished Business

Information: 5.01 None

6. New Business

Action: 6.01 Approval of the Election of the Board of Cooperative Educational Services (BOCES) Board Members

Motion to approve the Election of the Board of Cooperative Educational Services (BOCES) Board Members

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Abstain: Ronald J Barstys

Action: 6.02 Approval of the 2020/21 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services (BOCES)

Motion to approve Approval of the 2020/21 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services (BOCES)

Motion by Russell Petrozzi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Abstain: Ronald J Barstys, Vincent Cancemi

Action: 6.03 Approval of Appointment of Election Inspectors for 2020

Motion to approve Appointment of Election Inspectors for 2020

Motion by Anthony F Paretto, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.04 Approval of Appointment of Additional Election Inspectors for 2020

Motion to approve the Appointment of Additional Election Inspectors for 2020

Motion by Anthony F Paretto, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.05 Approval of Appointment of Voting Machine Custodians for 2020

Motion to approve the Appointment of Voting Machine Custodians for 2020

Motion by Anthony F Paretto, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.06 Approval of Filing of Proposed Code of Conduct, as Amended for Public Comment and Notice of Public Hearing

Motion to approve the Filing of Proposed Code of Conduct, as Amended for Public Comment and Notice of Public Hearing

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.07 Approval of Filing of Proposed Comprehensive, District School Safety Plan, as Amended for Public Comment and Notice of Public Hearing

Motion to approve the Filing of Proposed Comprehensive, District School Safety Plan, as Amended for Public Comment and Notice of Public Hearing

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.08 Approval of Filing of Building Level School Safety Plans, as amended for Public Comment and Notice of Public Hearing

Motion to approve the Filing of Building Level School Safety Plans, as amended for Public Comment and Notice of Public Hearing

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.09 Approval of 2019-2020 Health Service Fees for Non-Resident Private and Parochial Students

Motion to approve the 2019-2020 Health Service Fees for Non-Resident Private and Parochial Students

Motion by Nicholas Vilardo, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.10 Resolution to Increase the 2019/2020 Budget to Reflect Receipt of Insurance Proceeds

Motion to approve Resolution to Increase the 2019/2020 Budget to Reflect Receipt of Insurance Proceeds

Motion by Nicholas Vilardo, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.11 Approval of a Special Meeting of the Board of Education to be held May 7, 2020

Motion to approve Special Meeting of the Board of Education to be held May 7, 2020

Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.12 Approval of Payment to No. 1 to Scrufari Construction Co Inc. FOR General Construction Work, Contract #106, for the Stewardship Capital Project (

Motion to approve Payment to No. 1 to Scrufari Construction Co Inc. FOR General Construction Work, Contract #106, for the Stewardship Capital Project (

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.13 Approval of Payment to No. 2 to John W. Danforth Company for Plumbing Work, Contract #107, For the Stewardship Capital Project

Motion to approve Payment to No. 2 to John W. Danforth Company for Plumbing Work, Contract #107, For the Stewardship Capital Project

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.14 Approval of Payment No. 2 to John W. Danforth Company for Mechanical / HVAC Work, Contract #108/109, for the Stewardship Capital Project
Motion to approve Payment No. 2 to John W. Danforth Company for Mechanical / HVAC Work, Contract #108/109, for the Stewardship Capital Project

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.15 Approval of Payment No. 2 to CIR Electric Co. for Electrical Work, Contract #110, For the Stewardship Capital Project

Motion to approve Payment No. 2 to CIR Electric Co. for Electrical Work, Contract #110, For the Stewardship Capital Project

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.16 Approval of Payment No. 1 to Johnson Controls Co. for Temperature Control Work, Contract #111, for the Stewardship Capital Project

Motion to approve Payment No. 1 to Johnson Controls Co. for Temperature Control Work, Contract #111, for the Stewardship Capital Project

Motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.17 APPROVAL OF TRANSPORTATION CONTRACT AND CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH LINES FOR TRANSPORTATION SERVICES: BUS ATTENDANTS SEPTEMBER 1, 2020-AUGUST 31, 2025

Motion to approve TRANSPORTATION CONTRACT AND CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH

LINES FOR TRANSPORTATION SERVICES: BUS ATTENDANTS SEPTEMBER 1, 2020-AUGUST 31, 2025

Motion by Clara Dunn, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Action: 6.18 APPROVAL OF EXTENSIONS OF TRANSPORTATION CONTRACTS AND CONTRACT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH LINES, INC. FOR TRANSPORTATION SERVICES SEPTEMBER 1, 2020 – AUGUST 31, 2025

Motion to approve EXTENSIONS OF TRANSPORTATION CONTRACTS AND CONTRACT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH LINES, INC. FOR TRANSPORTATION SERVICES SEPTEMBER 1, 2020 – AUGUST 31, 2025

Motion by Clara Dunn, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

7. Review of Proposed Policy(ies)

Action, Information: 7.01 Review of Policies

8. Information and Reports

Information: 8.01 Superintendent's Report

Information: 8.02 Board Members Comments and Reports

9. Advanced Planning

Information: 9.01 Future Agenda Items

Information: 9.02 Future Meeting Dates

10. Adjournment

Action: 10.01 Adjournment in memory of the following who recently passed away: Louis Turri, father of NSS teacher Rick Forgione; Nancy Dell, retired associate. Barbara Romano, sister-in-law of school district attorney Angelo Massaro; aunt of HR Administrator Maria Massaro; Dominic Cristelli, husband of Maple Avenue School associate Barbara Cristelli and brother of Cataract assoc. Evelyn Tolfa; Willie Cowart, uncle of special education teachers Allen Cowart and Fredia Cowart, and school counselor Schurron Cowart. Robert Kendzia III, brother of LaSalle Prp School Counselor Justine Tambroni; Retired art teacher Kate Muldoon; Teon Rogers, brother of retired District Clerk Ruthel Dumas, brother in law of custodian Mickey Dumas; brother of associate Janice Ridgeway.

Motion to adjourn

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: May 7, 2020

KIND OF MEETING: BOARD REVIEW & SPECIAL MEETING

LOCATION: Administration Central Office Board Room

630 66th Street

Niagara Falls, NY

*Note: Because of the COVID 19 virus pandemic, the meeting was closed to the public. The public could view the meeting on Youtube.

BOARD REVIEW SESSION

Mr. Laurie provided an update on week eight of the COVID-19 crisis.

- Positive feedback has been received regarding the District's communication during this time.
- To date, 192,890 meals have been served.
- On Monday, First Assembly Church of God will provide 500 dinners at Hyde Park School between 3:30 p.m. to 5 p.m.- take out only.
- Niagara County usually serves food in summer; this summer the District will do it in the city through September 1 at Niagara Falls High School, Hyde Park, Cataract Elementary, Harry F. Abate, Niagara Street, and Henry J. Kalfas schools.
- Learning: to date 109 laptops have been distributed to high school students; only 13 mifis were requested. The District has determined 77% families have a device.
- All but 261 students have been contacted; those not yet contacted include 97 elementary, 93 prep, and 71 high school students.
- Pre-K to grade six students are having the biggest struggle with online learning. The chance that the District will be able to have summer school highly doubtful, therefore that opportunity is not available for students to strengthen their academic skills .
- Pick up points will be established for those who need to get packets, devices, or other work.
- Last contractual day for teachers will be June 12.

Graduation and Senior activities: The Superintendent is seeking input from students regarding these matters; two ideas have been suggested by student leadership for graduation:

1. Stadium graduation, held with social distancing in place. That is their preference. It depends on whether the County can re-open or partially re-open in order to allow more than ten people to gather in once place.
2. Community-wide parade/motorcade, wherein residents might step outside wearing school colors to greet the graduates. Such a motorcade would end at NFHS, where students could individually exit vehicles to collect the diploma from a table. Perhaps WJLL would broadcast this.

Other ideas include: smaller class day parade; a postponed prom. Every senior has been "adopted" by a person and each will receive a gift.

Budget Election Update:

The Superintendent expressed that he is pleased with the Clerk's work, and provided update with Mrs. Glaser and Mr. Massaro. The election will 100% absentee ballot; Mrs. Glaser is working with NTS and is in regular communication with Mr. Massaro.

Budget

Mr. Laurie comments:

1. The Board is not being asked to approve a budget tonight so that administration might see how much funding may be cut by State between now and May 20;
2. The Superintendent is unsure what type of aid might be cut;
3. Questions also include: Will the federal government provide money? How much? When? Will the State capture it to fund other budget lines? Or send it to Districts?
For the NFCSD, Foundation Aid translates about to 1% = \$840,000
4. If things are very dire, two possibilities exist with regard to District unions: a soft freeze, which would eliminate the percentage increase negotiated for the next academic year; or a hard freeze, which would eliminate the percentage increases and the step increase. This could yield back \$2.59 million.
5. If 38 NFT positions were lost, \$2.7million would be back in the budget.
6. If the District is able to access \$5million of funds currently in reserve, there would still be still \$5 million in reserves.
7. If school doesn't resume by September, some staff could be furloughed.
8. The District would realize some savings if school does not resume.

Mr. Giarrizzo provided an update, expounding upon each area with revenue and appropriation. Budget is based on a normal academic year, which may not be what happens in fact.

The agenda was reviewed.

District is borrowing money for two months to fund payroll, a bridge loan with 1.24% interest rate.

Post Special Meeting Comments:

Mr. Laurie thanks food service staff, principals, custodians, porters and others who are working daily, as well as Mr. Giarrizzo, Ms. Massaro, Mr. Smeal, Mr. Granieri, Mr. Edwards, Miss Doerr, Dr. Silvaroli, and Mrs. Glaser who have continued working in Central Office daily, regardless of COVID, and Mr. Rotella who has provided much support with technology.

The Superintendent conveyed his wishes that all enjoy a happy Mother's Day.

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: May 20, 2020

KIND OF MEETING: AGENDA REVIEW REGULAR MEETINGS

*Note: Because of the COVID 19 virus, the meeting is closed to the public. The meeting was streamed on Youtube.

LOCATION: Administration Central Office Board Room

630 66th Street

Niagara Falls, NY

MEMBERS PRESENT: E. Bass, Mr. Cancemi, Bishop Kevin Dobbs, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Dr. Barstys* (participating remotely)

MEMBERS EXCUSED:

AGENDA REVIEW SESSION

2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call

3. Letters and Communications -

3.01 Oral Communications - Public Comment

3.02 Written Communications

4. Recommended Actions from the Superintendent of Schools - Routine Matters

4.01 Minutes – April 2020 Meetings ([SG 4](#))

Motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.02 Approval of Budget Transfers #10 ([SG 3](#))

Motion by Russell Petrozzi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

4.03 Approval of Bids: *None* (SG 3)

4.04 Treasurer's Reports – April 2020 (SG 3) Received and filed.

4.05 Budget Status Reports – May 2020 (SG 3) Received and filed.

4.06 Personnel Report – Certificated (SG 2) *None*

4.07 Personnel Report – Classified (SG 2) *None*

4.08 Report from Committee on Special Education (SG 1) *None*

4.09 Report from Committee on Preschool Special Education (SG 1) *None*

4.10 Short-Term Contracts: *None*

5. Unfinished Business

5.01 *None*

6. New Business

Item 6.01 was approved on a motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.01 APPROVAL OF ENROLLMENT PROJECTIONS FOR 2020-2021

RESOLVED, That the Board of Education approve the enrollment projections for 2020-2021 as listed below:

Grade	Without "500" Students ¹	With "500" Students ²
Universal Pre-K	550	556
Kindergarten	507	557
Grade 1	492	537
Grade 2	466	527
Grade 3	508	560

Grade 4	434	490
Grade 5	479	532
Grade 6	481	538
Grade 7	521	532
Grade 8	477	494
Grade 9	480	498
Grade 10	466	483
Grade 11	435	458
Grade 12	385	396
Special Education	369	377
Total Projected Enrollment	7,050	7,535

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

² Projected 2020-21 students in “NFCSD classrooms including 500 codes and Charter School students

Items 6.02 and 6.03 were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.02 SUPERINTENDENT’S RECOMMENDED GENERAL FUND BUDGET FOR SCHOOL YEAR 2019-2020

RESOLVED, That the Superintendent’s recommendation for the proposed General Fund Budget for school year 2020-2021 in the amount of **\$153,168,496**, herewith submitted is received and filed by this Board.

6.03 ACCEPTANCE AND APPROVAL OF THE REAL PROPERTY TAX REPORT CARD FOR 2020-2021

IT IS HEREBY RESOLVED, That the Board of Education accepts and approves the real property tax report card (attached) prepared from the budget approved for 2020-21 in the total amount of \$153,168,496 and directs the Business Administrator to submit this report card to SED by the close of business tomorrow May 21, 2020.

Items 6.04 – 6.07 were approved on a motion by Anthony F Paretto, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.04 APPROVAL OF A SPECIAL MEETING (May 28, 2020) OF THE BOARD OF EDUCATION

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 6:30 p.m., on Thursday, May 28, 2020, for the purpose holding a rescheduled public hearing on the District Code of Conduct, as amended, Comprehensive School Safety Plans, as amended, and Building Level Safety Plans, which hearing was originally scheduled to be held May 20, 2020; and further, at 7 p.m. to hold a public hearing on the Superintendent's recommended budget and the NYS Tax Report Card and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, that both public hearings will take place remotely, live streamed with the ability for questions to be submitted by phone by the public by calling 716-425-2966; and be it

FURTHER RESOLVED, that the City School District of the City of Niagara Falls' Special Meeting of May 28, 2020 will be held at its usual location in the Board Room in the Administration Building, 630 66th Street, Niagara Falls, New York, provided however that it will be closed to the public but could be viewed and heard on Youtube and will be recorded and later transcribed; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law, the rules, by-laws and regulations of this Board, and the provisions of this resolution.

6.05 APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING

RESOLVED, That the Niagara Falls Board of Education will hold the Statutory Meeting, as required by law, on Wednesday, June 10, 2020, at 8:00 P.M., E.D.S.T., to officially examine and announce the results of the rescheduled Annual School Election/Budget Vote held on Tuesday, June 9, 2020.

6.06 APPROVAL OF SELECTION OF TWO MEMBERS OF THE BOARD OF REGISTRATION, TO MEET AN PREPARE THE REGISTER, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, FOR THE RESCHEDULED ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS TO BE HELD ON TUESDAY, June 9, 2020

RESOLVED, That Mrs. Betty Larratta (R)1018 Angelo Ct., Apt 2 (03) and Mrs.Patricia Marra (D) Westwood Drive (05) two members of the Board of Registration appointed in January 2020 , and chosen randomly be and hereby are selected to serve as the Modified Board of Registration and are authorized to meet on a date, time and place as herein provided to prepare the Register for the rescheduled Election of June 9, 2020; and be it further

RESOLVED, That the Board of Education hereby designates Tuesday, May 26, 2020, between the hours of 10 a.m. and 5 p.m., as Registration Day for the rescheduled Election of June 9, 2020 and that said members of the Modified Board of Registration, herein above selected , shall meet on the designated Registration Day at the Niagara Falls School District's Central Administration Building, 630 66th Street, Niagara Falls, New York, which is hereby designated as the place for registration, for the purpose of registering any eligible voter requesting to be registered and then preparing the a register for the annual school election/budget vote to be held remotely on Tuesday, June 9, 2020 by Absentee Ballot only; and be it further

RESOLVED The register prepared will be filed in the office of the Clerk of the District and will be open for inspection by any qualified voter of the District during the hours of 9:00 a.m. to 4:00 p.m. on Monday through Friday, beginning Wednesday, May 27, 2020 until the day of election, June 9, 2020; and further

RESOLVED, that a further Notice of the Date Time and Place of Registration, and the filing of the Register be given and published on or before the date set for Registration, in addition to the Notice of Registration given in the Meeting Notice published twice as required by 202.26, and that social distancing and other Emergency Heath Declarations will be strictly observed at both the Registration and the inspection of the Register in the District Clerk's Office.

6.07 APPROVAL OF SELECTION OF SIX ELECTION INSPECTORS PREVIOUSLY APPOINTED TO SERVE AS ELECTION INSPECTORS FOR THE RESCHEDULED ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS TO BE HELD ON TUESDAY, JUNE 9, 2020

RESOLVED, That the following election inspectors randomly selected from those previously appointed by the Board, are hereby selected and approved to serve as election inspectors for

the Rescheduled Annual Election/Budget Vote to be held June 9, 2020 remotely by Absentee Ballots, and to perform all duties in the counting and canvassing of votes cast by Absentee Ballots, preparing a statement of canvass and delivering it to the Clerk of the Board of Education and perform all other duties in connection with canvassing of the ballots at said school election/budget vote pursuant to 2610 of the Education Law; and

RESOLVED, That each inspector previously appointed and hereby selected, listed below, be compensated in the amount of \$115.00 for the day's work, and

RESOLVED, That the Clerk of the Board of Education is hereby directed to give written notification of such appointment and their selection to each appointee, and

BE IT FURTHER RESOLVED, That inspector elected as Chairpersons will be compensated an additional \$20.00.

RESCHEDULED ANNUAL SCHOOL ELECTION

June 9, 2020

Selected and Approved Election Inspectors

Saladin Allah (D)

Jean Kennedy (D)

Patricia Marra (D)

Barbara Joyce (R)

Patricia Swift (R)

Olivia Winkfield (R)

Item 6.08 approved on a motion by Paul Kudela, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

Item 6.08 was approved on a m

6.08 APPROVAL OF APPOINTMENT OF JO ANN SILVAROLI, DNP, FNP, RN AS DIRECTOR OF SCHOOL HEALTH SERVICES—05/01/20-06/30/20

RESOLVED, That pursuant to New York State Education Law, Article 19 Section 902 (2) (a), Dr. Jo Ann Silvaroli be and hereby is appointed as the Director of School Health Services responsible for such duties and responsibilities as outlined in Schedule A attached hereto; and be it further

RESOLVED, That Dr. Jo Ann Silvaroli shall in all respects be and continue as an employee of the District in performing the duties, responsibilities and functions of a statutory officer of the school district, to wit, its Director of School Health Services, responsible only for the due performance of the duties of that office under the requirements of the applicable laws and statutes and proper and ethical medical practice; and be it further

RESOLVED, That remuneration for Dr. Silvaroli's services shall continue to be provided pursuant to the contractual salary and benefit terms of the NIAS collective Bargaining agreement, Such salary and benefits including the right to continued membership in the New York State and Local Retirement System and be it further

RESOLVED, That Dr. Silvaroli shall be covered by and maintain professional liability insurance issued by a company acceptable to the District same being an occurrence type policy with monetary limits of One Million Dollars (\$1,000,000.00) to Three Million Dollars (\$3,000,000.00). Copy of insurance policy shall be made available to and kept on file in the District's Business SCHEDULE "A"

The Director of Health Services works closely with school administration and school administration and nursing personnel in planning, developing, and implementing a sound, comprehensive school health program which provides services and facilities to promote health and wellness. He/she cooperates with members of Health, Physical Education and Health Services Staff in health promotion, coordination of efforts and utilization of health information available to the schools.

Duties & Responsibilities:

1. Deliverer of Health Services

- a. Provides collaboration with the Nurse Practitioners and/or other medical personnel who complete the physical examination in accordance with Educational Law and school district
- For children who do not present a certificate from their family physician upon entering school in grades 1, 3, 5, 7, 9 and 11. New Enterers and Special Education Students.

- For children as may be indicated after referrals by school personnel. • As a member of the Committee on Special education, to conduct such special examination as indicated or special class placement or other instruction of the physically handicapped, mentally retarded, and the emotionally disturbed child, or prior to their return to a regular class program.
- Responsible for all students participating in interscholastic activities.
- Responsible for applicants for employment certificates.
- Responsible for candidates for district employment and periodically for food service personnel in accordance with school district policy.

2. Manager of Health Care

- a. Collaborates with school nursing personnel to establish policies governing procedures to be followed in the event of injury or emergency illness of child or employee. Written protocols governing first aid should be reviewed and signed annually by the school physician.
- b. Collaborates with school nursing personnel in interpreting Public Health Laws governing control of communicable diseases and establishing policies and procedures governing the exclusion and readmission of pupils in connection with infectious/contagious disease.

3. Consultant for Health Concerns

- a. Serves as a member of the Committee on Special Education and participates with the psychologist, special education teacher, school nursing personnel and other school personnel in case conferences when such are indicated.
- b. Assists school nursing personnel in follow-through efforts to secure remedial care for children found to have physical or mental defects.
- c. Collaborates with school personnel to recommend adjustments of the educational program in accordance with individual pupil's health needs and consults with parents, teachers, and pupils concerning the same.
- d. Acts as a consultant to school administrators and school health personnel on medical problems or practices that are in conflict with the health and safety needs of the total student population.
- e. Acts as a liaison agent between school and local physicians and interprets school health policies and practices to local area medical community and community at large.
- f. At request of school personnel, provides in-service training on matters such as critical health issues and new developments in health care.

- g. Provides health information individually and in groups to pupils, teachers, school nursing personnel, and school administrators.

In cooperation with the health education curriculum committee, reviews the health literature, instructional materials and course content used in the school for accuracy and relevance and recommends changes to the school administration.

4. Promoter of Sound Health Care Practices

- a. Collaborates with committee on the buildings and grounds to detect possible health or safety hazards.
- b. Collaborates with school staff reviewing all reports of accidents, reviews excuses from physical activities, and interprets medical certificates.
- c. Works with school administrators and school nursing personnel to develop a public information program promoting school health.

Items 6.09 – 6.15 were approved on a motion by motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

6.09 APPROVAL OF PAYMENT No. 2 TO Scrufari Construction Co, LLC. FOR GENERAL CONTRACTOR WORK, CONTRACT #106, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$492,459.28 to Scrufari Construction Co LLC, 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #2; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.10 APPROVAL OF PAYMENT No. 3 TO John W. Danforth Company. FOR PLUMBING WORK, CONTRACT #107, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$129,836.00 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #3; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.11 APPROVAL OF PAYMENT No. 3 TO John W. Danforth Company FOR MECHANICAL / HVAC WORK, CONTRACT #108/109, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$2,788,446.50 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #3; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.12 APPROVAL OF PAYMENT No. 03 TO CIR Electric Co. FOR ELECTRICAL WORK, CONTRACT #110, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$675,037.45 to CIR Electric Co. 400 Ingham Avenue Buffalo, NY 14218 in accordance with the Application and Certificate for Payment #3; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.13 APPROVAL OF PAYMENT No. 02 TO Johnson Controls Inc. FOR TEMPERATURE CONTROL WORK, CONTRACT #111, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$402,297.00 to Johnson Controls Inc. 130 John Muir Drive, Suite 100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #2; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.14 APPROVAL OF PAYMENT No. 13 TO Manning Squires Henning FOR GENERAL CONTRACTOR WORK, CONTRACT #101, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$312,091.00 to Manning Squires Hennig, 8426 Seven Springs Rd Batavia, NY 14020 in accordance with the Application and Certificate for Payment #13; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.15 APPROVAL OF CHANGE ORDER NO. 101-018 FOR MANNING SQUIRES HENNIG FOR GENERAL CONSTRUCTION WORK ON THE STEWARDSHIP CAPITAL PROJECTS – DISTRICT-WIDE RECONSTRUCTION

RESOLVED, That the Board of Education hereby approves Change Order No. 101-018 consisting of CCD 0010 and CCD 0022 for -\$32,957.00 to Manning Squires Hennig, 8426 Seven Springs Rd Batavia, NY 14020; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

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

7. Proposed Policy(ies)

8.01 None

8. Information and Reports

9.01 Superintendent's Report

The Superintendent thanked the Board for its support of the resolutions, and support and leadership during COVID 19. The Board is exemplary in fulfilling its appropriate role during these times.

9.02 Board Members Report and Comments

Mr. Bass: Thanked the superintendent, staff, and district leaders as well as students for its cooperation in navigating the unusual challenges wrought by the pandemic.

Mr. Kudela: Echoed Mr. Bass' sentiments, expressed that the budget is what it needs to be at this time, but it is unfortunate that is so. Graduation plans are exciting, and hopefully the community will take part.

Mrs. Dunn: Thanked Mr. Laurie and fellow Board members for their leadership.

Mr. Petrozzi: Having been on the Board a long time, Mr. Petrozzi recalls when there were no reserve funds on which the Board could draw to balance a budget. He congratulates

staff for taking a better direction in its commitment to save what funds it can so a reserve fund it possible. Without reserves, there would be massive cuts in the upcoming year's budget. Also, Mr. Petrozzi praised staff for coming together and doing what needs to be done to handle the pandemic in the best manner for students and the community. This is emblematic of Western New York's character, rising to a challenge to take care of each other.

Mr. Vilardo: Thanks staff for its outstanding work on the budget and expressed concern for students and staff working hard to adapt to the current conditions relating to COVID 19.

Dr. Barstys: Commends Mr. Smeal and Mr. Laurie on the excellent progress on the capital projects; Mr. Petrozzi is the fiscal watchdog of the District, reviewing change orders on capital projects and allowing the work to be coming in under budget. Also, with respect to the upcoming, unprecedented budget vote and Board of Education election, the District could not be in better hands than those of Mrs. Glaser and Mr. Massaro. Additionally, nowhere else in the State is there a district with budget of this size, an increase in spending appropriate to the CPI, and no tax increase to the taxpayer; this is due to Mr. Laurie's leadership. Lastly, Dr. Barstys congratulated his parents on the occasion of their 53rd wedding anniversary.

Bishop Dobbs: Echoes the previous remarks. COVID 19 has brought about a resiliency among people in the District; he is proud to be associated with it. Thanks to Mr. Laurie and Central Office staff who has continued to work, teachers who are adapting. We will deal with everything effectively. Thanks for a unified Board to serve students well. Dr. Barstys is correct, most districts with deficits raise taxes. The Niagara Falls Board does not.

Mr. Cancemi: Thanks the union leaders who have been great, as well as leadership and teachers. Congratulations to Dr. Barstys on earning his tenure with BOCES. Congratulations to Seniors for staying focused and handling the effects the pandemic has had on traditional graduation activities.

Mr. Paretto: Thanks to Mr. Laurie and staff; teachers are working hard to be on-line and provide instruction. Bless the Seniors; they are in our thoughts. Kudos to Mr. Petrozzi, Mr. Cancemi, Mr. Vilardo, and Bishop Dobbs, the longest serving members of the Board, who have provided guidance on the budget and challenging times. Their experience is valuable and appreciated.

Motion to adjourn in memory of Stewart Blinco, Tommaso Chiarella, and Ann Oliver.

Motion by Paul Kudela, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto,
Russell Petrozzi, Nicholas Vilardo, Paul Kudela, Clara Dunn

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: May 28, 2020

KIND OF MEETING: PUBLIC HEARING ON SAFETY

*Note: Because of the COVID 19 virus, the meeting is closed to the public. The meeting was streamed on Youtube.

Called to order at 6:32

PRESENT: Dr. Barstys (remotely), Mr. Bass (entered 6:37 p.m.), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, Mr. Cancemi.

EXCUSED: Mr. Kudela, Bishop Dobbs

Mr. Laurie thanked Mr. Granieri, Mr. Rotella, and Mr. Meranto for their work on audio/visual needs to stream the evening's hearings on Youtube.

Ms. Massaro presented the safety plans, with proposed amendments. *Note these amendments were made previous to the COVID 19 pandemic. Mr. Laurie pointed out that mental health supports are included, as are social/emotional needs of students, including Restorative Justice practices.

Test scores, attendance, number of suspensions will now be considered in ESSA reporting. Now, of course, that may look different vis-a-vis attendance, in light of COVID 19.

The public had the opportunity to call in comments or questions; none were received.

Adjourned at 6:32 on a motion made by Mr. Petrozzi, seconded by Mr. Vilardo. All in favor.

BUDGET HEARING

Called to Order at 7.05 p.m.

Roll Call: Dr. Barstys (remotely), Mr. Bass, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, Mr. Cancemi.

EXCUSED: Mr. Kudela, Bishop Dobbs

Mr. Laurie introduced Mr. Giarrizzo, who gave a comprehensive budget presentation.

Mr. Giarrizzo noted that the District is still awaiting any word on potential cuts to Foundation Aid from Albany, which could have a serious and negative impact on the budget for the duration of the 2020-2021 academic year.

The public had the opportunity to call in comments or questions; one was received:

From Nancy Joseph, 1513 100th Street
Niagara Falls, NY 14304

Question: Will COVID increase the budget presented?

Mr. Giarrizzo responded that COVID will impact the upcoming year's budget and likely the one after that. The immediate impact derives from increased costs for cleaning supplies, personal protect equipment (PPE), and technology. Also, the State has an up-to \$13 billion deficit, which may have a significantly deleterious effect most particularly on Small City School Districts.

Mr. Laurie added that the District will procure PPE through BOCES wherever possible. Also, the public should be advised that although the proposed budget utilizes reserves, the Board did not raise taxes and was supportive of using the reserves set aside for an eventuality such as this one. Every effort is made not to reduce programs or people. Capital projects will not be affected.

SUPERINTENDENT'S COMMENTS:

In 51 schools days, 265,681 meals have been delivered to the students in the community.

The next Board meeting is Wednesday, June 10; while Board members are able to access the building for the voting results, it is asked that groups not be brought in and that social distancing is observed. Ms. Massaro will have a significant personnel report for staffing next year.

Two principal positions need to be filled; recommendations will be made.

Headstart grant expires February 2021; an interim organization is running it to facilitate the transition to a the yet-to-be-named successful applicant. The federal government has asked for additional information from applicants; District will provide.

Class of 2020 events were reviewed; NFT and others delivered a gift to each graduate. Wonderful job. Cap and gown pick-up was today, featured social distancing, parents and staff were cheering, waving signs, and adding general glee. Nice job by Mrs. Barstys and Mrs. Chiarella. Students were given the appropriate medals and honors so they could be photographed with deserved accolades in evidence.

Tuesday evening will feature a virtual scholarship and award ceremony; June 9 will host a sports award night. June 10 in traffic circle, retirees will be honored. Class Day Motorcade will take place June 13 at 11:30 a.m. June 27 is the graduation procession. Students in cars will receive diplomas; the Falls will be lit blue and gold. The City has proclaimed June NFHS graduate month. Billboards are up including one from the Board of Education.

The budget vote is being managed ably by Mrs. Glaser; 26,557 ballots should be arriving to residents shortly.

Mr. Giarrizzo and Mr. Granieri facilitated the distribution of budget mailer postcards.

Mr. Laurie may be selected by the State Board of Regents to be the Superintendent Representative for area one or two to give input on reopening. Four Superintendents will be selected across the State.

The COVID Team, including union presidents, Ms. Massaro, Mr. Granieri, Mr. Giarrizzo, Mr. Smeal, Mr. Carella, Dr. Silvaroli, Mrs. Glaser, Ms. Doerr, Mr. Rotella, continue to meet and manage the crisis. Conversations are beginning relating to re-opening. A plan will be presented June 10.

Congratulations Dr. Barstys on achieving the NYSSBA Level III Board Member Mastery Certificate.

Meeting adjourned at 7:57 p.m. on a motion be Mr. Bass, seconded by Mr. Paretto.

CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT

BOARD OF EDUCATION

DATE: June 17, 2020

KIND OF MEETING: STATUTORY MEETING

LOCATION: Administration Central Office Board Room

630 66th Street
Niagara Falls, NY

*Note: Because of the COVID 19 virus pandemic, the meeting was closed to the public. The public could view the meeting on Youtube, on which it was live-streamed.

1. Call To Order at 8 p.m.

1.01 Roll Call

PRESENT: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Paul Kudela*, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo.

* Participating remotely.

EXCUSED: Mr. Bass

2. Purpose

2.01 Purpose of Statutory Meeting

In accordance with Section 2610 of the Education Law this Statutory Meeting is being held to examine and tabulate the statements of the result of the election/budget vote in the several school election districts and to officially declare the results of the canvass.

3. Tabulation of Results

3.01 Election/Budget Vote Results

4. Certification of Election/Budget Vote Results

4.01 Adoption of Resolution Certifying the School Election/Budget Vote Results

Adopted on a motion by Mr. Vilardo seconded by Bishop Dobbs. All in favor.

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the results of the Annual School Election/Budget Vote held in said City on the 9th day of June in the year two thousand twenty; namely:

That the number of votes tabulated pursuant to the recanvass conducted this date (June 17, 2020) resulted in the following candidates and proposition receiving the votes listed:

Robert F Bilson	2862
Clara Dunn	3717
Marcus Latham	1860
Russell Petrozzi	3949
Michael P. Tambroni	2566
Write-Ins	TBD

and,

RESOLVED, That at the Board of Education of the School District of the

City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the result of the Annual School Election/Budget Vote held in said City on the 9th day of June in the year two thousand and twenty; on Proposition Number One:

“Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2019-2020 budget in the total amount of \$153,168,496 and to levy the necessary tax?”

The whole number of votes given for Proposition No. 1 was 5719
of which

Yes: Received 4338

No: Received 1381

and,

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certifies that the following is a correct statement of the result of the Annual School Election/Budget Vote held in said City on the 9th day of June in the year two thousand and twenty;

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, Russell Petrozzi, and Clara Dunn, the two candidates who received the largest number of votes, will each be entitled to serve a five-year term of office beginning on July 1, 2020, be it;

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, Rob Bilson, the candidate who received the third largest number of votes, will be entitled to serve a term of office, beginning immediately upon filing his oath of office on June 17, 2020 and expiring June 30, 2021, that being the remainder of the term formerly held by Robert Restaino, from which he resigned December 31, 2019, and that seat having been filled by Clara Dunn, appointment by until June 9, 2020;

FURTHER RESOLVED, That in accordance with Section 2610 of the Education Law, that Proposition No. 1 - General Budget, receiving 4338 votes cast in the affirmative be declared adopted.

5. Administration of Oath to Elected Board Member

5.01 Oath of Office (Newly Elected Board Member)

Mr. Bilson was sworn in as a Board member by Mrs. Glaser.

6. Recommended Action(s) From the Superintendent of Schools

6.01 None

Remarks by the Superintendent:

Updates:

The Superintendent welcomed Mr. Bilson.

The upcoming meeting of June 25 was briefly reviewed.

The cafeteria staff under the direction of Mr. Edwards has served 322,830 in 65 days meals; these will be fully reimbursed and will continue through September 1 at NFHS, Cataract, Kalfas, Niagara Street, Hyde Park and Abate schools.

Personal Protective Equipment will be ordered through BOCES

\$600,000 worth of COVID-related claims have been submitted for reimbursement through FEMA ; we hope to be successful in that application for funds.

Tomorrow the Superintendent and COVID Team meeting will meet with the six union presidents, and the Athletic Director to discuss scenarios for students returning in September. There has been no direct guidance from the State; multiple plans will be developed for a return to schools.

More staff can return July 6 if Phase 4 is achieved.

There will be a nurse at each location to check employees who return – taking temperatures, and performing basic evaluations through questions, checking for masks, etc..

The video team is developing a right to know video related to COVID.

No outside groups will be allowed to use District facilities until at least July 6.

Principals should be calling students to keep in touch.

Virtual summer school begins June 19 for students in grades 8-12.

Lessons will be both synchronous and asynchronous, with teachers having virtual office hours for support. To date, 286 prep and 257 high school students signed up to participate.

Friday report cards will be mailed; elementary students will receive promotion/non-promotion letters. Very few students will not be promoted. Most retentions are at the parents' request.

390 of 399 seniors are graduating.

NFHS administrators and senior advisors Amy Chiarella and Christine Barstys, as well as the 13 members of student leadership, have done a phenomenal job. The class day motorcade included 140 cars; the community was very supportive. Student leadership was mature, respectful, understanding.

Graduation procession will take place next Saturday at 10 a.m.

No change in budget.

Standard & Poors has retained the District's A- bond rating, even with the budget's reserve use. District reliance on state aid and the limited local economy are drawbacks, but out of District control.

To date, there is no change in the budget; the Governor has made no additional cuts so far.

There will be two change orders for capital projects will be presented for vote in July. The projects are going very well. Mr. Giarrizzo was called upon to explain a Revenue Anticipation Note, as well as a resolution regarding insurance, that will be presented to the Board June 25.

Mrs. Glaser did an outstanding job managing a difficult election, dealing with easily and proficiently with things out of her control and that would have been unnecessary in an ordinary election. Mrs. Glaser commented to thank the Central Office team who stepped in to assist throughout a challenging election, showing a team effort rare among districts.

7. Adjournment

7.01 The Statutory Meeting was adjourned on a motion made by Mr. Paretto seconded by Dr. Barstys. All in favor.

BOARD OF EDUCATION

DATE: JUNE 25, 2020

KIND OF MEETING: REGULAR MEETING

LOCATION: Administration Central Office Board Room
630 66th Street
Niagara Falls, NY

*Note: Because of the COVID 19 virus pandemic, the meeting was closed to the public. The public could view the meeting on Youtube and was live-streamed.

Pledge of Allegiance

Prayer

Call to Order at 7:22.

PRESENT: Ronald J Barstys, Earl F Bass*, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson.

* Participating remotely

Excused: Mr. Kudela

3. Letters and Communications: Mr. Joseph Giarrizzo, 8959 Griffon Avenue, speaking as a private citizen. Mr. Giarrizzo explained his long relationship with Bishop Dobbs, against whom he ran for the Board many years ago. Mr. Giarrizzo expressed his utmost respect and affection for the Bishop and wished him well.

4. Recommended Actions - Routine Items

Action: 4.01 Minutes - May 2020

Motion to approve minutes - March 2020

Motion by Anthony F Paretto, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

Action, Information: 4.02 Budget Transfer #11

Approval of Budget Transfer - #9

Motion by Nicholas Vilardo, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

Action, Information: 4.03 Bids - None

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report -May 2020 Received and filed.

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - June 2020. Received and filed.

Action: 4.06 Personnel Report Certificated: taken in two votes: I: excluding items XI and XIII, from which Dr. Barstys abstained; II: items XI & XIII, Mssrs. Vilardo and Petrozzi abstained on all items related to family members.

Vote # 1: Motion to approve Certificated Report excluding items XI, XII made by Mr. Petrozzi; second by Bishop Dobbs. All in favor with noted exceptions.

Vote # 2: Motion to approve Certificated Report items XI, XII made by Mr. Paretto, second by Dr. Barstys. All in favor except Dr. Barstys, who abstained.

Action: 4.07 Personnel Report - Classified Items

Motion to approve the Personnel Report for Classified Staff

Motion by Anthony F Paretto, second by Ronald J Barstys.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

Action: 4.08 Committee on Special Education Reports, May and June

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

Action: 4.09 Committee on Pre-School Special Education Reports, May and June

Motion by Ronald J Barstys, second by Russell Petrozzi.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

Action: 4.10 Short-Term Contract(s)

Approval of Short-Term Contracts - 1. Booker College Planning four weeks; ECHS students; Career & College Guidance; \$2,000; F2110.404.098.6621

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

5.0 Unfinished Business – None.

6.0 NEW BUSINESS

Item 6.01 was approved on a motion by Motion by Kevin Dobbs, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.01 APPROVAL OF THE 2020-2023 PROFESSIONAL DEVELOPMENT PLAN BACKGROUND

RESOLVED, The Board of Education hereby approves the 2020-2023 Professional Development Plan a copy of which is on file in the Human Resource Office (also, plan can be viewed on BoardDocs); and be it further

RESOLVED, That the Professional Development Plan, as approved, be implemented by the Superintendent and be used as a guide for future professional development activities.

Items 6.02 and 6.03 were approved on a motion by Russell Petrozzi, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.02 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PLAYWORKS EDUCATION ORGANIZED TO CONDUCT A SOCIAL EMOTIONAL SKILL DEVELOPMENT PROGRAM AND RATIFICATION OF PAYMENT FOR SERVICES 1-30-20 – 2-29-20.

RESOLVED, that the Board hereby approves the Contract between the City School District and Playworks Education Organized dated January 23, 2020, a copy of which is attached, and further approves and ratifies payment of the amount of \$13,500.00 for the services that have been satisfactorily performed during period January 30, 2020 and February 29, 2020; and further

RESOLVED, that the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and be it further

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

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

6.03 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE MENTAL HEALTH ADVOCATES OF WNY, INC. FOR THE 2019-20 TOO GOOD FOR VIOLENCE PROGRAM

RESOLVED, that the Board hereby approves the Agreement between the District and the Mental Health Association of WNY, Inc. for the Too Good for Violence Program, a copy of which is attached; and be it further

RESOLVED, that the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and be it further

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

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

Item 6.04 was approved on a motion by Motion by Kevin Dobbs, second by Anthony F Paretto.

6.04 RESOLUTION IN SUPPORT OF STATE AND FEDERAL SUPPORT FOR PUBLIC SCHOOLS TO PREVENT THE COVID-19 SHUTDOWN FROM DAMAGING EDUCATION IN NEW YORK STATE

RESOLVED FURTHER that the Niagara Falls City school district urges the State Legislature to act and immediately pass legislation that will increase revenue before the end of this legislative session;

RESOLVED FURTHER that we request the federal government to provide additional support to public education to assist states that have had revenue losses due to the COVID-19 crisis.

Item 6.05 was approved on a motion by Motion by Rob Bilson, second by Kevin Dobbs.

6.05 A RESOLUTION DELEGATING TO THE PRESIDENT OF THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, THE POWER TO AUTHORIZE, FROM TIME TO TIME AND YEAR TO YEAR, THE ISSUANCE AND SALE OF REVENUE ANTICIPATION NOTES OF SAID SCHOOL DISTRICT IN ANTICIPATION OF THE COLLECTION OF REVENUES TO BE RECEIVED AS STATE AID BY SAID SCHOOL DISTRICT FROM THE STATE OF NEW YORK

BE IT RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. The power to authorize, from time to time and year to year, the issuance and sale of revenue anticipation notes of the City School District of the City of Niagara Falls, Niagara County, New York, including renewals thereof, in anticipation of revenues to be received by said School District as State aid from the State of New York during the fiscal year of said School District in which such notes shall be issued; provided, however, that such power shall also apply to notes issued during the two weeks prior to the commencement of any such fiscal year; is hereby delegated to the President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents as may be determined by said President of the Board of Education, pursuant to the Local Finance Law.

Section 2. The School District Treasurer of said School District is hereby authorized to execute such notes in the place of the chief fiscal officer of said School District, if such officer shall so direct.

Section 3. It is the intent of this Board of Education that this resolution shall be of ten years duration which will self-repeal ten years from the date hereof, until otherwise modified, amended, revoked, rescinded or repealed.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____

The resolution was thereupon declared duly adopted.

Item 6.06 was approved on a motion by Motion by Anthony F. Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.06 6.06 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE, CYBER AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$527,022; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$3,984; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE ARCH INSURANCE COMPANY THROUGH USI AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$134,963 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021

RESOLVED, The Board of Education approves binding property and equipment, general liability, automobile, umbrella, inland marine, cyber and crime insurance with NYSIR, as proposed for the dollar amount of \$527,022; to bind crime insurance through Travelers Casualty and Surety Company of America, as proposed for the dollar amount of \$3,984; binding excess workers compensation insurance with the Arch Insurance Company through USI as broker, as proposed for the dollar amount \$134,963 and binding student accident insurance with Pupil Benefits, as proposed for the dollar amount of \$13,500, for the period July 1, 2020 to June 30, 2021; and be it further

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

Superintendent Comments: – Graduating seniors have been really wonderful and cooperative, fully understanding of the health crisis' impact on their Senior year activities.

Items 6.07 and 6.08 were approved on a motion by Motion Ronald J Barstys, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson.

6.07 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK on behalf of the UNIVERSITY AT BUFFALO, FOR PROFESSIONAL CONSULTANT SERVICES FOR STAFF TRAININGS THROUGH THE MENTAL HEALTH SERVICES PROFESSIONAL DEMONSTRATION GRANT (7-1-2020 – 6-30-21)

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and the Research Foundation of the State University of New York at Buffalo through the Institute on Trauma and Trauma Informed Care for it to provide the consultation services, trainings, and classroom-based coaching for a not to exceed agreed upon fee of \$60,000.00; and further

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

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

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

6.08 APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MELINDA A. SCIME, PSYCHOLOGIST, PLLC FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES FOR THE MENTAL HEALTH SERVICES PROFESSIONAL DEMONSTRATION GRANT PROGRAMMING 7/1/2020—8/31/2020

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be and is hereby approved; and be it further

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

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

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

CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 25th of June, 2020 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC, 1517 Main Street, Niagara Falls, NY 14305, the second party.

WITNESSETH:

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

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional mental health counseling and consultation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional mental health counseling and consultation which services shall include but not be limited to the following:
 - a. Individual mental health counseling services (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Mental Health Services Demonstration Grant at District-wide schools.
 - b. Each school will receive direct support services and programming will run for throughout the summer.
 - c. Participation in school based S.T.A.R.T teams for appropriate individualized behavioral intervention services as needed.
 - d. Participation in advisory meetings.

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of mental health counseling and consultation services and practices.

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date, a sum not to exceed \$12,000, in monthly installments of \$6,000 commencing July 31, 2020 and

ending on August 31, 2020, when the last installment shall be due. The second party shall submit invoices for services rendered monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

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

8. Term of Contract: This contract shall be effective from July 1, 2020 through August 31, 2020, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Melinda A. Scime, Ph.D.

Board President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this ____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this ____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

Item 6.09 approved on a motion by Kevin Dobbs, second by Ronald J. Barstys.

6.09 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 1, 2020 – JUNE 30, 2021

RESOLVED, That the Board hereby appoints Judith M. Glaser School District Clerk for the City School District of the City of Niagara Falls, effective July 1, 2020 and to continue through June 30, 2021, 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 July 1, 2020 and to continue through June 30, 2021, 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 25th day of June 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 2 day of July 2019 appoint Judith Glaser the School District Clerk of the City School District of the City of Niagara Falls, effective July 2, 2019 through June 30, 2020; 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, 2019 through June 30, 2020, 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 July 1, 2020 through June 30, 2021; 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 July 1, 2020 and to continue through June 30, 2021 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.

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

By _____
President

Judith M. Glaser

STATE OF NEW YORK)

ss:

COUNTY OF NIAGARA)

On this 25 day of June 2020, before me the undersigned a Notary Public in and for the State of New York, personally appeared James V. Cancemi, President of the Board of Education of the City school District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NIAGARA)

ss:

On this 25 day of June 2020, before me the undersigned a Notary Public in and for the State of New York, personally appeared Judith M. Glaser to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Items 6.10 and 6.11 were approved on a motion Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.10 APPROVAL OF AMENDMENT #3 TO THE CONTRACT FOR PHASE II OF THE STEWARDSHIP CAPITAL IMPROVEMENT PROJECT ARCHITECTURAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND CLARK PATTERSON ENGINEERS, SURVEYOR, ARCHITECTS AND LANDSCAPE ARCHITECTS, DPC, DBA CLARK PATTERSON LEE

RESOLVED, that The Board hereby approves Amendment #3 to the Contract for Architectural Services between the City School District of the City of Niagara Falls and CPL; and be it further

RESOLVED, that the Amendment is subject to such modifications that the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board 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 of the Niagara Falls Board of Education

6.11 APPROVAL OF AMENDMENT #4 TO THE CONTRACT FOR PHASE II OF THE STEWARDSHIP CAPITAL IMPROVEMENT PROJECT ARCHITECTURAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND CLARK PATTERSON ENGINEERS, SURVEYOR, ARCHITECTS AND LANDSCAPE ARCHITECTS, DPC, DBA CLARK PATTERSON LEE

RESOLVED, that The Board hereby approves Amendment #4 to the Contract for Architectural Services between the City School District of the City of Niagara Falls and CPL; and be it further

RESOLVED, that the Amendment is subject to such modifications that the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board 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 of the Niagara Falls Board of Education.

Items 6.12 through 6.16 approved on a motion by Anthony F Paretto, second by Kevin Dobbs.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.12 APPROVAL OF PAYMENT No. 3 TO Scrufari Construction Co, LLC. FOR GENERAL CONTRACTOR WORK, CONTRACT #106, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$463,517.55 to Scrufari Construction Co LLC, 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #3; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.13 APPROVAL OF PAYMENT No. 4 TO John W. Danforth Company. FOR MECHANICAL / HVAC WORK, CONTRACT #108/109, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$2,628,711.00 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #4; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.14 APPROVAL OF PAYMENT No. 4 TO John W. Danforth Company FOR PLUMBING WORK, CONTRACT #107, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$299,406.50 to John W. Danforth Company, 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #4; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.15 APPROVAL OF PAYMENT NO. 04 TO CIR ELECTRIC CO. FOR ELECTRICAL WORK, CONTRACT #110, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$535,585.15 to CIR Electric Co. 400 Ingham Avenue Buffalo, NY 14218 in accordance with the Application and Certificate for Payment #4; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

6.16 APPROVAL OF PAYMENT No. 03 TO Johnson Controls Inc. FOR TEMPERATURE CONTROL WORK, CONTRACT #111, FOR THE STEWARDSHIP CAPITAL PROJECT

RESOLVED, That the Board of Education approves the payment of \$275,376.00 to Johnson Controls Inc. 130 John Muir Drive, Suite 100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #3; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Item 6.17 approved on a motion by by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Earl F Bass, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo, Rob Bilson

6.17 Resolution honoring the service of Bishop Kevin Dobbs

Whereas, throughout his tenure with the Board of Education, Bishop Dobbs has demonstrated an unwavering commitment to further the best interests of Niagara Falls Schools; and

Whereas, Bishop Dobbs has dedicated an immeasurable amount of time and energy working to lead the Niagara Falls City School District to achieve its place of excellence; and

Whereas, by this resolution, the Board of Education wishes to formally acknowledge its appreciation to Bishop Dobbs for his tireless service to the Niagara Falls school community, as a Board member and by serving as Board President;

Now, therefore, be it resolved, that the Board of Education hereby expresses its sincere gratitude to Bishop Kevin Dobbs for his contribution as a Board Member of the District; and

Be it further resolved, that the Board of Education extends its best wishes to Bishop Dobbs in his future pursuits and endeavors.

7. Review of Proposed Policy(ies) - None

8. Information and Reports

Information: 8.01 Superintendent's Report

Information: 8.02 Board Members Comments and Reports

Board Member Comments: All Board members, as well as the Superintendent, focused their comments on Bishop Kevin Dobbs, who leaves the Board June 30, 2020. The Bishop has been a man of integrity in all his dealings with the District over 24 years, and has educated his daughters in the District, who are fine teachers in the District today. The Bishop has been a role model to his colleagues, promoting unity, listening effectively to others, and keeping children as his only priority in his work as a Board member. The Bishop's presence will be keenly felt and his impact on the Board will be long-lasting.

The Bishop expressed his thankfulness for the kind sentiments, his gratitude for having been able to serve, and his recollections of the many Board members and Superintendents with whom he has worked. He expressed his sadness to be retiring from Board service, but is excited for his new direction taking on more work with his faith community.

9. Advanced Planning

Information: 9.01 Future Agenda Items July 7, 2020

Information: 9.02 Future Meeting Dates July 7, 2020; July 30, 2020

10. Adjournment

Action: 10.01 Executive Session for the purpose of discussing personnel which may result in the promotion of an individual.

The Board entered Executive session at 8:25

Motion by Ronald J Barstys, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Ronald J Barstys, Vincent Cancemi, Kevin Dobbs, Anthony F Paretto, Russell Petrozzi, Rob Bilson

No: Earl F Bass, Nicholas Vilardo

The Board exited Executive Session at 9:40 on a motion by Dr. Barstys, seconded by Mr. Paretto. All in favor.

Action: 10.02 Adjournment

Adjournment in memory of:

Barbara Ann Orr, retired teacher, mother of Teaching Assistant, Sharon Edwards, of 79th Street School.
Alan Thomas Argy, husband of Colleen Argy, Niagara Falls High School Annabelle Grana, mother of Karen Grana, PSA, 79th Street School, and Julie Grana, retired

Dollie Jessie , mother of Venessa Schulte (Accounts Payable Dept.)

Linda (Campbell) Mikolajek retired grade five teacher primarily working at Abate

John Toarmino, step-father of Monica Petrishin, NFHS.

Joleen Huffman, the daughter of Niagara Falls City School District nurse Brenda Wyrosdic

Helen Maines, mother of Hyde Park Pre-K Associate Shirley Fiocco Melissa Ann Dowd, wife of Michael Dowd, owner of Niagara Falls Coachlines

Bruce Burrridge, retired math teacher.