

**DATE:** September 12, 2024

**KIND OF MEETING:** BRS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

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

**MEMBERS ABSENT:** Mr. Bass, Mr. Capizzi, Mr. Vilardo (excused)

**Other staff in attendance:** Ms. Massaro, Mrs. Holody, Mr. Schwertfager, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

Retired NFHS Principal Robert “Bobby D.” DiFrancesco passed away yesterday. He was a mentor to the Head Start program when the District received the grant, was a mentor to countless students and teachers, and served the community in various capacities during his life. He was the last Principal at the Pine Ave. NFHS. We remember him fondly and respectfully, and offer his family our support.

Mrs. Holody led a review of New York State School Boards proposed resolutions, to be voted on virtually on October 10, 2024 at 4:00 p.m.

A review of the agenda was held.

The opening of school is off to a great start, with some transportation issues remaining. The buildings look great and students are learning rituals and routines. The new vestibules look great.

Mr. Laurie congratulated NFHS football coach Don Bass on being named a Coach of the Week by the Buffalo Bills. The football program will receive \$1,000.

Congratulate Ms. Manella on an article in Niagara Gazette praising her in her capacity as Principal of Cataract School.

The District met with Sleep in Heavenly Peace, a 501©3 organization which teaches volunteers to make beds to for children to 17 years of age. The District will found a chapter through our Family Support Center. The District will meet with the Buffalo Chapter to see their work.

Yesterday marked the 23<sup>rd</sup> anniversary of 9/11; we remember and teach about this tragedy.

**DATE:** September 12, 2024

**KIND OF MEETING:** **Special**

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Special Meeting, a Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 7 p.m.

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

1. Call to Order

1.01 Pledge of Allegiance

1.02 Prayer

1.03 Roll Call

2. New Business

2.01 Approval of Special Meeting (September 25, 2025) of the Board of Education (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 5:30 p.m., on Wednesday, September 25, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

### 3. Adjournment

#### 3.01 Meeting Adjourned

#### **MEMBERS ABSENT: (excused)**

**DATE:** September 25, 2024

**KIND OF MEETING:** ARS

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** A Board Review Session was held at 5:30 p.m.

**CALL TO ORDER:** The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

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

**MEMBERS ABSENT:** Mr. (excused)

### **1. Agenda Review Session**

#### **1.01 Topics**

The Board received new laptops; a new projector has been installed in the Board room, as well as at the PAC and in both NFHS amphitheaters as well as at Bloneva Bond Primary School. The Superintendent recognized Nick Fagiani, Wes Slusser and Ray Granieri for their work on this.

Capital Projects Update – Mr. Lowe and Mr. Smeal, Lauren Glass (CPL) Chris Dowling (BCC) reported on the capital projects (ABOFA).

Thanks to CIR, JCI, DVB for their on-time work.

The most important part of this project – keeping the kids safe:

Security Enhancements include, but not limited to:

Cameras – 309 new added

New cameras and some location changes to optimize coverage

Additional storage servers included for video capture

Proxy card upgrade from Continuum to Security Expert

Precursor to video expert integration including intrusion

The construction of four different vestibules are in progress. All vestibules add a secured area to verify visitor identification for entry prior to admitting to the building. The window film portion of the project is 99% complete, with only a small bit of caulking remaining. We (BCC & CPL & the contractor) will be walking the entire project over the next two weeks to review the punch list and make sure all applications of film meet the project quality criteria. This window film work consists of 3,378 windows and 269 doors district wide.

Removal of the existing fire shutters and installed fire door systems on the first and second floors of the high school is taking place; this is a needed safety upgrade for the high school.

Work is continuing on the greenhouse at Bloneva Bond. Footer and concrete walls are in, work continues on the under-slab ventilation system. Delivery of the greenhouse is scheduled for November 2, 2024, with the assembly scheduled to start on November fourth.

Gaskill Prep HVAC Upgrades: the team is replacing condensing units and the chiller pad. (Chiller due to arrive end of December). These meet the ventilation rates required.

LaSalle Prep: HVAC, AHUs work is completed, steam valves have all been upgraded from pneumatic to DDC in order to better control the steam heating with the integration of the VRF system coming on line. The transformer pad for new electric service upgrade, RTU for gymnasiums, and whirlybirds have been replaced with new energy efficient exhaust fans.

New boilers were added at Cataract Elementary.

Panels for the Walk of Fame are coming along; a team, including the Superintendent, visited Lakeland Concrete in Lima NY last Friday. Mr. Laurie wanted to see the quality of the work. On October 4<sup>th</sup> there will be the final inspection by Brian Trott – CPL. A crane was reserved by Scrufari (Cerrone) for October 8 to set the wall panels on site.

The projector work continues in the district, in the PAC at NFHS as well as the North and South Amphitheaters, here at the Administration Building and at Bloneva Bond.

New High efficiency boilers have been installed to replace some old iron. Boiler plant is complete and fully operational.

Anytime you have a project of this size, retrofitting new systems into old buildings, change is inevitable. These are the change-orders processed so far:

BBPS Greenhouse foundation changes. We went from a pier system to a full foundation due to unforeseen underground conditions.

Oil Tank removals – These were bid as an alternate and once the bids were in and awarded, the district decided there was enough in the budget to opt for the alternates. Because we delayed award, that's why you see them listed as a change order.

Steam pipe abatement: found in an area of work, missed on a previous survey. abatement was required and the work done.

BBPS Greenhouse ADA modification – west end entrance “porch” changed to ADA accessible ramp – owner requested change.

BBPS Greenhouse foundation exhaust – unforeseen need required this.

BBPS Greenhouse louver and controller is an owner-requested change; it operates in conjunction with exhaust system for ventilation – humidity and heat control.

Mr. Laurrie recapped that three change orders on the agenda tonight relate to the greenhouse. (Two others relate to abatement, which became required once asbestos was disturbed. Another at -Cataract- has to do with missing ductwork to run air to fourth floor. The final change order has to do with piping; the original configuration did not work and had to be adjusted.) The greenhouse will be accessible to all young students not only those at Bond School. Lessons there will be tied to NYS standards.

Cataract Reconfiguration of glycol piping. Reverse return piping modification was required for the higher efficient boiler, also, regarding glycol removed, it was disposed of and new glycol installed, and workers also added isolation valves to isolate plant from school.

Ties into ventilation system were needed to be added to fourth floor drawing and installed in the Gaskill fourth floor duct work.

Mr. Laurrie noted that work is being done while being considerate of the neighbors. He appreciates the work of Town of Niagara business Greater Niagara Mechanical.

A team traveled to Lima NY to see a Walk of Fame there, and see what the District can expect from its own project with regard to this.

The new chiller at the high school showed a 22% decrease in energy consumption over July 2023.

JCI will train all pipe staff on the new boiler systems.

The vestibule work continues.

All work must be done by next August so the District gets the aid from the work.

Mr. Paretto commented that in his tenure on the Board there has been a great deal of work done on physical plant. The Board should be proud of its maintenance of historic buildings using local labor. The work is cutting edge.

A review of the agenda was held. The District is seeing an uptick in students who do not speak English; an additional ENL teacher may need to be hired. The District needs the federal government to approve opening more spaces in the Early Head Start program, which would be helpful. Mr. Bass encourages the District to talk with the Cheektowaga Schools, who are also welcoming non-English-speaking students in higher numbers. Here, many families are coming from Pakistan, Bangladesh and Venezuela.

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Prayer was offered by Mrs. Dunn.

**2.03** Roll Call

## **3. Letters and Communications** *(SG4)*

**3.01** Special Presentations –August Graduates Members of NFHS administration were in attendance, including Mrs. Vilardo, Mr. Ruffolo, Mr. Rotella, Mrs. Zafuto-Rotella, Mr. Ventry.

The following have met the graduation requirements were recognized as members of the graduating class of 2024:

Ariyanna M. Beasley, Zy'eir D. Isom, Dashawn Mathis, Dashawn Mathis, Mahin Rahemanwala, Gianna M. Ricotta, Damarion Lamar James Riley, Michael Rios, Edrika S. Roberts, Dayojah A. Robinson.

Mr. Laurrie conferred graduation upon them and congratulated them for their persistence in completing their requirements.

**3.02 Oral Communications - Public Comment on Agenda Items** [\(SG4\)](#)

**3.03 Written Communications** [\(SG4\)](#)

#### **4. Recommended Actions from the Superintendent of Schools - Routine Matters**

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

**4.01 Minutes – August 24, 2024**

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.02 Approval of Budget Transfer - #2, #13**[\(SG3\)](#)

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.03 Approval of the following Bids:** [\(SG3\)](#)

1. Bid No. 9 Facility Paint Supplies

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

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 9 – Facility Paint Supplies; and

WHEREAS, Legal notice was published August 27, 2024 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bids were publicly opened and read on September 10, 2024 and one properly executed bid was received; and

WHEREAS, Bids were analyzed by Mr. Earl Smeal, Director of Facilities III, Ms. Ann Schiro, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

Award No. Vendor Discount Percentage

9A Sherwin

Williams 66%

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

The following was received and filed.

**4.04** Treasurer's Report – August [\(SG3\)](#)

The following was received and filed.

**4.05** Budget Status Report – June, August [\(SG3\)](#)

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

**4.06** Personnel Report - Certificated [\(SG2\)](#)

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.07** Personnel Report - Classified [\(SG2\)](#)

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.08 Report from Committee on Special Education (SG1)**

The Committee on Special Education met on November 28, 2023; and May 20, 2024; and August 14, 26, 2024; and September 4, 12, 13, 16, 18, 24, 2024, to review Annual Reviews, and February 7, 2024; April 19, 2024; and May 28, 2024; and June 18, 27, 2024; and July 30, 2024; and August 12, 15, 26, 28, 29, 30, 2024; and September 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 2024, to review and initiate the placement of students with disabilities; and

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

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

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.09 Report from Committee on Preschool Special Education (SG1)**

The Committee on Special Education met on November 28, 2023; and May 20, 2024; and August 14, 26, 2024; and September 4, 12, 13, 16, 18, 24, 2024, to review Annual Reviews, and February 7, 2024; April 19, 2024; and May 28, 2024; and June 18, 27, 2024; and July 30, 2024; and August 12, 15, 26, 28, 29, 30, 2024; and September 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 2024, to review and initiate the placement of students with disabilities; and

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



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

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education for the 2024-2025 school year.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.10 Short-Term Contracts** *(SG 1,3)*

1. Bounce USA, LLC Michael Miller Student Celebration \$700.00  
F2210.540.098.1925 October 15, 2024
2. Jeffrey Warren Virtual School Counseling \$18,000.00 A2280.140.007 Monday – Thursday  
2024-2025 school year
3. Fight Night Boxing Gabe Gonzalez SEL Through Boxing \$20,000.00  
A2280.140.007 September 5, 2024-January 31, 2025
4. Iron Workers Local 9 Apprenticeship Fund Safety and Readiness Training for Career  
Pathways \$2,400.00 A2110.400.045.2280 September 4, 2024-June 30, 2025
5. Anne Kent – Kwasniewski Seminar: Reading Strategy Books \$1,800.00  
F2070.400.045.8125 October 2024 – December 2024
6. Niagara University Intro to Sociology – NU Fall 2024 \$24,200.00  
F2110.404.098.9324 Fall Semester 2024 30 days
7. Niagara University REACH Program – NU Fall 2024 \$4,000.00  
F2110.404.098.9324 Fall Semester 2024 30 days
8. Hope Club of Niagara Jessie M. Scott Working with students on Positive Attributes \$0.00  
2 days per week beginning October 4, 2024
9. Divine Line Dance & Fitness Student Celebration \$400 F2210.540.098.1925 October 15,  
2024
10. Curriculum Associates Ready Reading Teacher Training Grades 6-8 \$4,400.00  
F2110.404.098.0125 September 29, 2024

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**4.11 Report from Head Start/Early Head Start** *(SG1)*

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

## **5. Unfinished Business**

### **5.01 APPOINTMENT OF DELEGATE TO THE 2024 NEW YORK STATE SCHOOL BOARDS ASSOCIATION VIRTUAL BUSINESS MEETING (SG 4)**

WHEREAS, The New York State School Boards Association will conduct a virtual fall business meeting on October 10, 2024; and

WHEREAS, Voting on crucial issues coming up at this business meeting can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This delegate should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints Anthony Paretto as its delegate to the 2024 New York State School Boards Association Conference.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

## **6. New Business**

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

### **APPROVAL OF SPECIAL MEETING (JUNE 5, 2025) OF THE BOARD OF EDUCATION (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 5:30 p.m., on Thursday, June 5, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF SPECIAL MEETING (JUNE 12, 2025) OF THE BOARD OF EDUCATION (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

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

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, June 12, 2025, for the purpose of considering and/or acting upon the Superintendent's recommended budget and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT (SG 3)**

WHEREAS, District staff has met and formulated an application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$51,240.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2024/2026 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$51,240.00 be credited to Revenue Account F3289.220.25 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

Account	Description	Budget
F 2110.140-098-2225	24/25 MTIP - SCHEDULE B / PER DIEM	\$26,640.00
F 2110.149-098-2225	24/25 MTIP - SUBSTITUTES	\$20,400.00
F 2110.400-098-2225	24/25 MTIP - PRCHD SRVCS	\$4,000.00
F 2110.450-098-2225	24/25 MTIP - SPLS	\$200.00
		\$51,240.00

Revenue Code: F3289.220.25

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2024/2025 21ST CENTURY COMMUNITY LEARNING CENTERS PREP GRANT (SG 3)**

WHEREAS, The Niagara Falls City School District is a high-need public school district. The Prep 21st Century grant program is designed to provide academic and social- emotional support to specifically targeted youth; and

WHEREAS, The Prep-level program will run for two hours, four times per week for 30 weeks during the school year at both LaSalle and Gaskill Preparatory Schools; and

WHEREAS, official notice of the application and award in the amount of \$826,702.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the acceptance of 2024/2025 funds for 21<sup>st</sup> Century Community Learning Centers Prep Grant; and further

RESOLVED, That the grant award of \$826,702.00 be credited to 2024/2025 Revenue

Account code F4289.240.25; and further

RESOLVED, That the money be expended in the following function/object codes.

Account	Description	Budget
F 2110.132-098-2425	24/25 21ST C PREP - PER DIEM	\$27,000.00
F 2110.140-098-2425	24/25 21ST C PREP - SCHEDULE B	\$393,300.00
F 2110.150-014-2425	24/25 21ST C PREP - GRANT ADMIN	\$8,750.00
F 2110.151-098-2425	24/25 21ST C PREP - STIPENDS	\$61,000.00
F 2110.152-014-2425	24/25 21ST C PREP - PROGRAM DIRECTOR	\$30,000.00
F 2110.167-098-2425	24/25 21ST C PREP - CLSFD HRLY	\$4,620.00
F 2110.177-098-2425	24/25 21ST C PREP - CLASS ASSOC	\$20,000.00
F 2110.400-098-2425	24/25 21ST C PREP - PRCHD SRVCS	\$210,000.00
F 2110.409-098-2425	24/25 21ST C PREP - TRAVEL	\$18,200.00
F 2110.450-049-2425	24/25 21ST C PREP - SPLS - GPS	\$6,082.00
F 2110.450-050-2425	24/25 21ST C PREP - SPLS - LPS	\$6,083.00
F 2110.803-096-2425	24/25 21ST C PREP - FICA	\$41,667.00
	\$826,702.00	

Revenue Code: F4289.240.25

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC. (OCTOBER 1, 2024 - JUNE 30, 2025) [\(SG 1\)](#)**

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Niagara Alliance for Restorative Practices, Inc. to provide training on the use of restorative circles in classrooms; and

WHEREAS, The Niagara Alliance for Restorative Practices, Inc. has extensive experience in promoting positive school culture and peer mediation to resolve student conflicts; and

WHEREAS, The District wishes to again enter into Contract with the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings on Restorative Practices including Restorative Circles; and

WHEREAS, District Administration has negotiated a new Contract with the Niagara Alliance for Restorative Practices, Inc. for a cost not to exceed \$15,000 for period effective 10-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Alliance for Restorative Practices, Inc. to provide six (6) full day trainings at a sum not to exceed \$15,000 for the period October 1, 2024 through June 30, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and the Niagara Alliance for Restorative Practices, Inc., 5585 Mapleton Road, Lockport, NY 14094.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages the Niagara Alliance for Restorative Practices, Inc. as an independent contractor to render to the District professional services regarding implementation of the STOP School Violence Grant, Mental Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. The Niagara Alliance for Restorative Practices, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Niagara Alliance for Restorative Practices, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the STOP School Violence Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (October 1, 2024 to June 30, 2025), including:

- Six (6) full day trainings to staff members on Restorative Practices
- All instructional materials needed for implementation of Restorative circles
- Instructors for the trainings
- Trainings will be at elementary, prep, and high school level

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The Niagara Alliance for Restorative Practices, Inc. shall not be an employee of the District. The Niagara Alliance for Restorative Practices, Inc. is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The Niagara Alliance for Restorative Practices, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay the Niagara Alliance for Restorative Practices, Inc. for services hereunder a sum not to exceed \$15,000 for six (6) full day trainings to staff members on Restorative Practices. The District shall pay \$2,500 after completion of each full day training for a total sum not to exceed \$15,000 by June 30, 2025. Payment checks payable to the order of the Niagara Alliance for Restorative Practices, Inc. shall be deemed full payment to and acquittance by the Niagara Alliance for Restorative Practices, Inc.

5. Indemnification. To the fullest extent permitted by law, the Niagara Alliance for Restorative Practices, Inc. shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The Niagara Alliance for Restorative Practices, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Niagara Alliance for Restorative Practices, Inc. is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

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

8. Assignment: The services to be rendered by the Niagara Alliance for Restorative Practices, Inc. under this Agreement are unique and personal. Accordingly, the Niagara Alliance for Restorative Practices, Inc. shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

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

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

THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

**The vote was as follows:**

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

**Nays: None.**



**Carried.**

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MAKEEDA BROOKS (SEPTEMBER 27, 2024 - DECEMBER 31, 2024) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, For previous school years, the District has contracted with Makeeda Brooks to provide youth mentoring services under the scope of the School-Based Mental Health Services Grant; and

WHEREAS, Makeeda Brooks has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Makeeda Brooks to provide mentoring, social, and emotional support services for students participating in the “Just BE” program and the “Fit for Success” program; and

WHEREAS, District Administration has negotiated a new Contract with Makeeda Brooks to provide eight (8) weeks of programming at a cost not to exceed \$23,800 for period effective 9-27-2024 and to terminate 12-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Makeeda Brooks for youth mentoring services at a sum not to exceed \$23,800 for the period September 27, 2024 through December 31, 2024, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MAKEEDA BROOKS

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Makeeda Brooks, 2992 Grand Island Boulevard Apt. #6, Grand Island, New York 14072.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Makeeda Brooks as an independent contractor to render to the District professional services regarding implementation of the School-Based Mental Health Services Grant objectives and Makeeda Brooks hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Makeeda Brooks shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the School-Based Mental Health Services Grant for Fall 2024, including:

- Facilitation of "Just BE" (Girls Empowerment Program)
- Implementation of the "Fit for Success" Program
- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Presenting the programs of "Just BE" and "Fit for Success" for eight weeks at LaSalle Preparatory and Bloneva Bond Primary Schools

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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

is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Makeeda Brooks for services hereunder a sum not to exceed \$23,800 to be paid in two installments of \$11,900 on November 1, 2024 and December 31, 2024 for implementation of the "Just BE" and "Fit for Success" programs at LaSalle Preparatory and Bloneva Bond Primary. Payment checks payable to the order of Makeeda Brooks shall be deemed full payment to and acquittance by Makeeda Brooks.

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

6. Taxes and Insurances. Makeeda Brooks shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Makeeda Brooks is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 27, 2024 to December 31, 2024, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND GAME ON ENTERTAINMENT FOR THE 2024-2025 SCHOOL YEAR (OCTOBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Game on Entertainment teaches coding and the design of electronic gaming to students; and

WHEREAS, Game on Entertainment teaches important life skills such as team work and building self-esteem through gaming; and the organization is able to reach many students who face difficult life challenges and worked previously in the after-school program at LaSalle Preparatory and Gaskill Preparatory Schools; and

WHEREAS, The District wishes to enter into Contract with Game on Entertainment to provide youth mentoring to students and introduce them to E-Sports for the 2024-2025 School Year; and

WHEREAS, District Administration has negotiated a new Contract with Game on Entertainment to provide such services five (5) hours per week for thirty (30) weeks at a cost not to exceed \$15,000 for period effective 10-01-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Game on Entertainment for the 2024-2025 School Year through the 21st Century Preparatory Grant and Student Mental Health Supports Grant at a sum not to exceed \$15,000 for the period October 1, 2024 through June 30, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR

## GAME ON ENTERTAINMENT

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Game on Entertainment, 637 60th Street, Niagara Falls, NY 14304.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Game on Entertainment as an independent contractor to render to the District professional services regarding electronic gaming and Game on Entertainment hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Game on Entertainment shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring to improve confidence and social emotional well-being through computer programming
- Teaching of gaming and the use of coding to students
- Five (5) hours per week for 30 weeks at Harry F. Abate Elementary, Hyde Park Elementary, Bloneva Bond Primary, and LaSalle Preparatory School

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Game on Entertainment shall not be an employee of the District. Game on Entertainment is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Game on Entertainment is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Game on Entertainment for weekly services of five (5) hours per week at Harry F Abate Elementary, Hyde Park Elementary, Bloneva Bond Primary, and LaSalle Preparatory School hereunder a sum not to exceed \$15,000 paid in five (5) equal installments of \$3,000 on November 1, 2024, December 31, 2024, February 15, 2025,

April 30, 2025, and June 30, 2025. Payment checks payable to the order of Game on Entertainment shall be deemed full payment to and acquittance by Game on Entertainment.

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

6. Taxes and Insurances. Game on Entertainment shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Game on Entertainment is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

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

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND NIAGARA FALLS BOYS & GIRLS CLUB FOR THE 716 UNITED MENTORING PROGRAM (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The District desires to retain the Niagara Falls Boys & Girls Club as an independent consultant to provide youth mentoring and enrichment activities; and

WHEREAS, A proposed Contract has been negotiated with the Niagara Falls and the Niagara Falls Boys & Girls Club providing for the services to be performed at both prep schools for the period of September 1, 2024 through June 30, 2025 at a cost not exceed \$45,000 to be billed in two (2) installments of \$22,500 therefore be it

RESOLVED, That the Contract for professional between the City School District of City of Niagara Falls and Niagara Falls Boys & Girls Club, Inc., at a sum not to exceed \$45,000 for period September 1, 2024 through June 30, 2025 attached hereto, be and is hereby approved; and be it further

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

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

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

**CONTRACT FOR INDEPENDENT SERVICES BY  
BY NIAGARA FALLS BOYS & GIRLS CLUB**

THIS AGREEMENT, made this 26th day of September, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Niagara Falls Boys & Girls Club, 725 17th Street, Niagara Falls, NY 14301, the second party.

WITNESSETH:

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

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

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

- a. Youth mentoring to LaSalle and Gaskill Preparatory students through the 716 United Mentoring program
- b. Social-emotional support to students
- c. Collaboration with the site coordinators of the 21st Century Preparatory Grant
- d. Attendance at the quarterly advisory meetings for 21st Century Preparatory Grant
- e. Appropriate record keeping and tracking of student attendance while participating in after school programming.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered a sum not to exceed \$45,000 for implementation of the 716 United Mentoring Program in two (2) installments of \$22,500 on January 31, 2025 and June 30, 2025 up to the invoice date for weekly social-emotional support services to students at both prep schools. Invoice shall be submitted by the Second Party quarterly on the dates herein stated. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, City School District of the City of Niagara Falls, as additional party insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from



and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

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

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA UNIVERSITY FOR LITERACY PROGRAMMING AT LASALLE PREPARATORY, GASKILL PREPARATORY, AND NIAGARA FALLS HIGH SCHOOL (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The District partnered with Niagara University in the previous school years to provide program services for the 21st Century Preparatory and Extended School Day Grants; and

WHEREAS, The Administration proposes that the District continue to partner with the University for 2024-2025 for literacy programming at the Prep and High School levels; and

WHEREAS, Niagara University agrees to provide the services aligned with grant objectives servicing students at LaSalle Preparatory, Gaskill Preparatory, and Niagara Falls High School; and

WHEREAS, At the Prep schools, targeted students will participate in after-school programming and virtual field trips to the Niagara University campus that will prepare them to enter the Early College High School Program; and

WHEREAS, At the high school level, students will have the opportunity to participate in multicultural literature to create a story based on culture; and

WHEREAS, The proposed Contract is effective for a term of one (1) year, commencing September 1, 2024 and ending June 30, 2025 for a total cost not to exceed \$20,000; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Niagara University for 21st Century Preparatory and Extended School Day Grant programming services for the 2024-2025 School Year; and further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA UNIVERSITY

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, PO Box 1936 (Controller's Office), Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

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

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory and Extended School Day Grant programming for the 2024/25 School Year, and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Preparatory and Extended School Day Grants:

a) After-school programming for Fall 2024 and Spring 2025 semesters for Gaskill Preparatory and LaSalle Preparatory students who are targeted for critical literacy interventions

b) All expenses paid virtual field trips to Niagara University for students in the Prep program

c) Authorship project at Niagara Falls High School focusing on multicultural literature

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of due invoice indicating duties performed, the District shall pay to the University for services rendered up to the invoice date, a sum not to exceed \$20,000 in two equal installments each of \$10,000 payable at the conclusion of each of the two semesters on December 31, 2024 and June 30, 2025. The University shall submit invoices for services rendered at the conclusion of each of the two semesters of programming. The District shall deem payment checks payable to the order of the second party full payment to, and acquittance.

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

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

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

7. Indemnification Clause: The University shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

8. Insurance Clause: The University shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR E-SPORTS PROGRAMMING (SEPTEMBER 1, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The E-Sports program has had a great impact on student engagement related to college and career readiness in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year E-Sports programming through Niagara University to Niagara Falls High School Students, and to

contract with Niagara University to provide three (3) college credit-bearing courses and enrichment experiences; and

WHEREAS, The Administration negotiated a Contract with Niagara University to provide academic course offerings, on campus field trips and enrichment experiences tailored to the students rising into 11th or 12th grade of Niagara Falls High School for a not to exceed agreed upon fee of \$30,000 payable in three equal installments of \$10,000; and

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

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for E-Sports programming for the 2024/25 School Year; and further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA UNIVERSITY

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, PO Box 1936 (Controller's Office), Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

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

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of E-Sports programming for the 2024/25 School Year and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 2024/25 E-Sports Program:

a) Academic course offerings during the 2024/25 school year that include three (3) college bearing credit courses total for Fall 2024 and Spring 2025, and advisory support services offered by Niagara University staff;

b) Classroom supplies including any needed online materials;

c) On-campus visits at Niagara University including courses being taught on campus if it is mutually agreed upon;

d) A minimum of four (4) field trips facilitated by Niagara University in collaboration with Niagara Falls High School staff

e) Courses are Introduction to Coding, Introduction to Gaming, and Introduction to Marketing

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of a payment invoice, the

District shall pay to the University for its services hereunder a sum not to exceed \$30,000 in three (3) installments of \$10,000 payable to the order of the University on November 30, 2024, March 31, 2025, and June 30, 2025. Invoices shall be submitted by the University on the dates herein stated. The University shall deem payment checks payable to the order of the University full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay to the University for its services hereunder a sum not to exceed \$30,000. Payment checks payable to the order of the University in three equal installments of \$10,000 the stated dates above.

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

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name

the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

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

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

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

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

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND LONG LIFE YOGA FOR THE 2024-2025 SCHOOL YEAR (SEPTEMBER 27, 2024 - JUNE 30, 2025) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Long Life Yoga teaches about building self-esteem through the practice of Yoga; and

WHEREAS, Long Life Yoga teaches important life skills such as team work and leadership through Yoga; and the organization has previous experience in many school districts to reach students who face difficult life challenges; and

WHEREAS, The District wishes to enter into Contract with Long Life Yoga to provide youth mentoring four (4) hours per week for students before or after school for the 2024-2025 School Year; and

WHEREAS, District Administration has negotiated a Contract with Long Life Yoga to provide such services for four (4) hours per week for a cost not to exceed

\$24,000 for period effective September 27, 2024 and to terminate June 30, 2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Long Life Yoga for the 2024-2025 School Year through the 21st Century Preparatory and School-Based Mental Health Services Grants at a sum not to exceed \$24,000 for the period September 27, 2024 through June 30, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
LONG LIFE YOGA

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Long Life Yoga, 286 Victoria Boulevard, Kenmore, NY 14217.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Long Life Yoga as an independent contractor to render to the District professional services regarding Yoga and Long Life Yoga hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Long Life Yoga shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring at Gaskill Preparatory School and four (4) elementary schools: Cataract, Kalfas, Bloneva Bond, and Hyde Park before or after-school to improve confidence and social emotional well-being
- Teaching the practice of Yoga to students
- Four (4) hours per week before or after-school for the school year



All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Long Life Yoga shall not be an employee of the District. Long Life Yoga is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Long Life Yoga is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Long Life Yoga for services of four (4) hours per week hereunder a sum not to exceed \$24,000 to be paid in four (4) equal installments of \$6,000 on November 30, 2024, January 31, 2025, March 31, 2025, and a final payment upon completion of the program by June 30, 2025. Payment checks payable to the order of Long Life Yoga shall be deemed full payment to and acquittance by Long Life Yoga.

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

6. Taxes and Insurances. Long Life Yoga shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Long Life Yoga is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 27, 2024 to June 30, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARSHA MCWILSON FOR SOCIAL-EMOTIONAL SUPPORT SERVICES (SEPTEMBER 1, 2024 - DECEMBER 31, 2024) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Marsha McWilson to provide weekly youth mentoring services under the scope of the Student Mental Health Supports Grant; and

WHEREAS, Marsha McWilson has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and

WHEREAS, The District wishes to again enter into Contract with Marsha McWilson to provide weekly mentoring and social-emotional support services for students at four (4) elementary schools for a minimum of fifteen (15) hours per week; and

WHEREAS, District Administration has negotiated a new Contract with Marsha McWilson to provide such services for a minimum of fifteen (15) hours per week at a total cost not to exceed \$20,000 to be paid in monthly installments of \$5,000 on the last day of each month for the period effective 9-1-2024 and to terminate 12-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Marsha McWilson for youth mentoring services at a sum not to exceed \$20,000 for the period September 1, 2024 through December 31, 2024, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MARSHA MCWILSON

THIS AGREEMENT, made this 26th day of September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Marsha McWilson, 1137 South Avenue, Niagara Falls, NY 14305.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Marsha McWilson as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant objectives and Marsha McWilson hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Marsha McWilson shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant at four (4) elementary schools: Harry F. Abate, Henry J. Kalfas, Bloneva Bond, and Hyde Park Elementary, including:

- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Fifteen (15) hours per week of student support services at the assigned elementary schools

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. Marsha McWilson shall not be an employee of the District. Marsha McWilson is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. Marsha McWilson is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Marsha McWilson for services hereunder a sum not to exceed \$20,000 to be paid in monthly installments of \$5,000 on the last day of each month (September 2024 – December 2024) for completion of a minimum of fifteen (15) hours of weekly support services to students. Payment checks payable to the order of Marsha McWilson shall be deemed full payment to and acquittance by Marsha McWilson.

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

6. Taxes and Insurances. Marsha McWilson shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Marsha McWilson is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 1, 2024 to December 31, 2024, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CONTRACT BETWEEN SAY YES BUFFALO AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SG 4)**

WHEREAS, The District wishes to engage Say Yes Buffalo to effectively plan and strategically roll out four collaborative programs; Saturday Academy, the Breaking Barriers Youth Leadership Development Program, the Modern Youth Apprenticeship program, and a tuition-free college promise for Niagara Falls public school students; and

WHEREAS, The opportunities will allow for not only academic growth, but personal and social growth through these expanded opportunities.

WHEREAS, The attached contract has been negotiated by the administration with Say Yes Buffalo to provide such services at a cost not to exceed \$250,000 for period effective July 1st, 2024 through June 30th, 2025, therefore be it

RESOLVED, That the attached Contract between the City School District of the City of Niagara Falls and Say Yes Buffalo to strategically plan the rollout of identified programs for students and families not to exceed \$250,000 for the period of July 1st, 2024 through June 30th, 2025. Attached hereto be and is hereby approved; and further

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

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

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

**CONTRACT FOR COLLABORATIVE PARTNERSHIP AND STRATEGIC PLANNING  
BETWEEN SAY YES BUFFALO AND THE CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS**

THIS AGREEMENT, made this 26th September 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York

14304, (hereinafter "District") and SAY YES BUFFALO, 1166 Jefferson Ave Ste A, Buffalo, NY 14208

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE that Say Yes Buffalo agrees to undertake the following responsibilities during the planning year; as follows:

1. Lead the strategic process for the rollout of Saturday Academy within the City School District of the City of Niagara Falls. This includes assessing community needs, identifying resources, and developing implementation plans.
2. Facilitate the planning for the establishment and implementation of the Breaking Barriers Youth Leadership Development Program in collaboration with the City School District of the City of Niagara Falls. This program aims to empower young men of color through leadership development initiatives.
3. Plan and collaborate with the School District to make available and expand the Say Yes Modern Youth Apprenticeship program and workforce portfolio, providing students with hands-on learning experiences and pathways to career readiness.
4. Collaboratively fundraise with the goal of an endowed post-secondary scholarship promise program for Niagara Falls students and graduates, ensuring access to postsecondary opportunities.
5. Advise and support the establishment of an Operating Committee of key stakeholders.
6. Develop marketing materials and collateral to support fundraising and start-up efforts.
7. Provide necessary data, information, and resources to support the planning efforts.

3. Relationship Between the Parties. SAY YES Buffalo is engaged by the District only for the purposes and to the extent set forth in this Agreement. All information shared between the Parties during the course of this Agreement shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing Party.

4. Compensation to Say Yes Buffalo. Upon receipt of a payment invoice, the District shall pay to SAY Yes Buffalo for its services hereunder a sum not to exceed \$250,000.00 to be paid in in four (4) installment as follows: November 15th, 2024, February 15th, 2025, May 15th, 2025 and July 15th, 2025.

5. Indemnification. To the fullest extent permitted by law, Say Yes Buffalo shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its

services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. Say Yes Buffalo shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured.

-Commercial General Liability insurance in limits of:

- a) \$4,000,000 General Aggregate
- \$4,000,000 Completed Operations Aggregate
- \$2,000,000 Personal Injury
- \$2,000,000 Each Occurrence

-Sexual Abuse/Molestation Coverage-\$1,000,000 per occurrence.

-Hired and Non-owned Auto-\$1,000,000

-Umbrella Liability insurance in limits of

- a) \$5,000,000 Each occurrence
- \$5,000,000 Completed Operations Aggregate
- \$5,000,000 General Aggregate

-Workers Compensation-subject to the laws of the state in which the work is performed and Employer's Liability coverage with a limit of \$1,000,000 Bodily injury by accident/\$1,000,000 Bodily injury by disease policy limit/\$1,000,000 Bodily injury by disease each employee.

Niagara Falls School District, Inc. will be added as additional insured on a primary and non-contributing basis. A copy of the endorsement or endorsement request will be sent to the City School District of the city of Niagara Falls prior to services being performed.

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

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

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

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

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 6 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$897,356.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$44,867.82; and



WHEREAS, The amount of payment the District will issue shall be \$597,356.40 less the required 5% retainage (\$44,867.82) as outlined in the contract, \$852,488.58; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$852,488.58 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 2 TO MKS PLUMBING CO. INC. FOR PLUMBING CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with MKS Plumbing for Plumbing work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, MKS Plumbing Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$7,600.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$380.00; and

WHEREAS, The amount of payment the District will issue shall be \$7,600.00 less the required 5% retainage (\$380.00) as outlined in the contract, \$7,220.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$7,220.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 6 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation

for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$629,845.75; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$31,492.29; and

WHEREAS, The amount of payment the District will issue shall be \$629,845.75 less the required 5% retainage (\$31,492.29) as outlined in the contract, \$598,353.46; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$598,353.46 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 6 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$1,088,075.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$54,403.75; and

WHEREAS, The amount of payment the District will issue shall be \$1,088,075.00 less the required 5% retainage (\$54,403.75) as outlined in the contract, \$1,033,671.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,033,671.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 6 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$1,117,615.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$55,880.75; and

WHEREAS, The amount of payment the District will issue shall be \$1,117,615.00 less the required 5% retainage (\$55,880.75) as outlined in the contract, \$1,061,734.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,061,734.25 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 5 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls Contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$195,707.80; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$9,785.39; and

WHEREAS, The amount of payment the District will issue shall be \$195,707.80 less the required 5% retainage (\$9,785.39) as outlined in the contract, \$185,922.41; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$185,922.41 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF PAYMENT NO. 6 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) [\(SG 3\)](#)**

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$4,991.50; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$249.58; and

WHEREAS, The amount of payment the District will issue shall be \$4,991.50 less the required 5% retainage (\$249.58) as outlined in the contract, \$4,741.92; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$4,741.92 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. SCC-04 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-04 for \$6,895.00 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

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



**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. SCC-05 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract;  
and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-05 for \$22,843.64 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. SCC-06 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract;  
and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-06 for \$9,654.75 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. SCC-07 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. SCC-07 for \$11,389.80 to Scrufari Construction Company 3295 Hyde Park Blvd Niagara Falls, NY 14305

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. JWD-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. JWD-01 for \$12,278.20 to John W Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

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

**APPROVAL OF CHANGE ORDER NO. GN-01 FOR THE A BREATH OF FRESH AIR CAPITAL IMPROVEMENT PROJECT (SG 3)**

**WHEREAS, This change order is needed to amend the original contract; and**

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. GN-01 for \$32,551.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

**7. Review of the Proposed Policy**

**7.01** None.

**8. Information and Reports**

**8.01** Public Comment on Non-Agenda Items

Laura Walk 4600 Hyde Park Blvd Apt 159: Spoke on dismissal times for special education students. She finds it upsetting that her son is dismissed 40 minutes earlier than other students.

Mr. Laurie responded that he appreciates her coming and waiting all evening to discuss it; he will meet with her after the meeting and rectify it.

**8.02** Superintendent's Report

The partnership with North Tonawanda and Niagara Wheatfield today students visited the went to UGRR. Our students greeted their peers; thanks to all the students and staff. Thanks also to Samika Sullivan who always attends and facilitates.

Construction trades students are working at Hyde Park building the gazebo for the city, surveying the land and so on. Students are very excited and they students are doing great. Thanks to Bishop Dobbs for allowing the use of his church's van for transportation for the students to the job site. Mr. Paretto offered that the Operating Engineer allows the students to work his machine. Next week he himself will help students learn electrical work.

Drescher & Malecki are in the district reviewing the accounting books will report October 17.

Mrs. Holody and Mr. Granieri are working on obtaining cyber insurance, which is hard for a school district to obtain. Thanks to Mr. Granieri for spearheading the District's cyber security, which positioned the District to be able to obtain this insurance.

Sadly, a heartbreaking tragedy occurred this week, as the District lost a student. We extend our sympathies to his family and friends. The students who knew the young man have had a difficult couple of days since then. With deep sadness, we send our support to the Nichols family and to his friends. We will support them in any way we can.

NFHS staff is offering services and supports. We are flying our Mourning Flag in the student's memory.

Mr. Laurie thanked the Board for its support and the staff for a superb start to school. Special kudos to high school staff, where they have had success in restraining the use of cell phones among students during school hours.

### **8.03 Board Members Report and Comments**

Mrs. Dunn thanked the NFHS staff for its support during this hard time for students. She also thanked also to Bobby Anderson; three students were working his food truck and handling themselves very well.

Mr. Capizzi thanked staff for its work, offered sympathy to the family who lost child and remembered Mr. DiFrancisco.

Mr. Bass echoed these sentiments and encouraged those dealing with mental health issues to reach out to someone.

Mr. Vilardo echoed these remarks and congratulated the August graduates.

Mr. Bilson congratulated the August graduates and expressed that he is deeply saddened by the loss the District is bearing in the loss of the student. We stand together as a District. Our students are never alone.

Mr. Cancemi offered kudos to staff as the District is in good order; the progress made on safety, comfort for students and staff is remarkable. We cannot rest calmly after losing a student. Deep sympathy to his family, we are here to give any aid they may need.

Mr. Paretto echoed like sentiments regarding the young man who has passed. God bless that family. The District I doing some great things for students; it is a source of pride to be a Board of Education member, even in difficult times.

Mr. Petrozzi congratulated the August graduates and offered condolences to the family who is bereaved.

**9. Advanced Planning**

**9.01 Future Agenda Items**

**9.02 Future Meeting Dates**

<b>BRS</b> <b>Thursday, Oct. 10, 2024</b>	<b>ARS/Regular Mtg.</b> <b>Thursday, Oct. 17, 2024</b>
1. Science of Reading	1. External Audit
	2. Autism Program
	3. Presentation by M. Stearns
2. Review of Board Meeting Agenda Items – Oct. 17 <sup>th</sup> Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>	3. Review of Board Meeting Agenda Items – Oct. 17 <sup>th</sup> Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>

**10. Adjournment**

**10.01 Meeting Adjourned in memory of:**

Albert J. ‘Skip’ Gazy, retired employee, father of LPS ELA teacher Monique Crossley, father of retired NYSUT Labor Relations Specialist Lou DalPorto.

Frank Kulbago, retired teacher, brother of Gene Kulbago.

Lenora Miller, sister of retiree Vito Mecca, father in law of retiree Angela Mecca.

Luke Nichols, student, NFHS.

Alfred D. Perri, grandfather of Luciana Perri

And in memory of Robert “Bobby D” DiFrancisco, 34-year educator in the District, retiring as Principal in 2003. Principal of Niagara Catholic HS, member of the NF Education Foundation, long time board member at Empower, past president and member Friends of the Library.

Mr. Petrozzi shared these words:

The last person I want to mention this evening is a very special person to me, and to thousands of others. When you hear there’s always a teacher in a student’s life who makes a difference, this is so very true.

Bob DiFrancisco, Mr. D, as he was known, was that person for me. I would not be sitting here today, if it were not for Bobby D.

He took a shy, lacking-in-self-confidence ninth grader, and made a significant difference in my life. Not only did he order me to go to college, he gave me the confidence to be sitting here today. It was his idea that I run for the Board of Education 25 years ago, not to mention how many untruths he told to save me over the years, keeping me out of trouble.

His students were always first. He was a very unique individual. He always wanted to make people be their best. He always reached out to the underdog. Bobby helped thousands of students get through school and also become successful in their later years. He touched the lives of over 250,000 students over the years. I, again, am one example of that.

On behalf of those quarter million students, we will be forever indebted. Thank you, Mr. D, we owe you one. May you rest in peace.

**The vote was as follows:**

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

**Nays: None.**

**Carried.**

**Respectfully submitted,**

**Judith Glaser, District Clerk**

