

DATE: September 11, 2025
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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi (entered 5:49), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
Excused: Mr. McLeod

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

Mr. Laurie began the meeting with a remembrance of September 11, 2001.

Opening of Schools and Audit Committee Review – The external audit will begin this week.

The Internal claims auditor reviewed \$39,743,366 and found one finding in six months for \$2200. The expectation is zero confirmatories or findings this year.

Mr. Laurie will recommend a new internal auditor, Traconi and Segara.

Mr. Laurie further reported on opening of schools. He has been in contact with all administrators. The opening of schools was very strong.

Highlights include:

Parents are happy that all schools have safety officers.

The Open Houses were well attended and schools are well-staffed. All resources and materials were in place for day one.

The professional development done this summer is already being put into action.

There are 45 students taking classes in the construction trades.

Student attendance very strong for first six days. Those not in attendance are being sought out.

The patience of parents with transportation is appreciated.

The smart device ban has been going very well.

Challenges include: transportation, due to there being too few drivers.

Parents with students in multiple schools have difficulty getting to multiple open houses that take place concurrently.

Nuisance alarms are new; some students who were dismissed out of doors that are now alarmed have to adjust. Safety is not always convenient but must be the first priority.

There still are some students without immunizations; after September 17th 2025, those students must be excluded from schools.

Mr. Laurrie thanked parents and students for cooperating with the smart device ban. The District is tracking reminders – the first step in reminding students to comply with the policy. He noted that the noise level in the schools is higher because students are interacting, which is nice. He gave credit to administrators, teachers, and students for adjusting. At 10 weeks, the District will administer a survey to see how it is going.

He asked Miss Kaur to give her perspective on the smart device ban. She remarked that students are discussing studies and assignments because they are interacting on a personal level instead of scrolling their phones. She had not seen anyone using a phone since the school year began. Miss Kaur noted that teachers are complying with the smart device policy and are setting a good example for students.

She also offered thoughts on the nuisance alarms: she set one off herself and thought it was a good thing that there are in place.

Mr. Laurrie noted that Mr. DalPorto will assist schools with fine-tuning the system of nuisance alarms.

Mr. Zimmerman noted that Gaskill has only two “no-shows.” This is a significant reduction over the last two or three years.

Transportation: Mr. Laurrie shared that busing is starting to improve, but there are a few issues. Lack of drivers is the main issue. The District also has two auxiliary buses for students who are prone to seizures. There is an increased number of students who need curb-to-curb service. Three new drivers are being trained. Sports also require buses. LPS, NFHS, and HFA are the biggest busing schools. Sick calls by drivers also exacerbate the situation.

General education students at NFHS are not on the bus application. This decision was made because 40 or 50 students need one-day passes and also because the thinking was that these students are mature enough to board the correct bus. This decision can be revisited. However, once students are routed, they must use the assigned bus only.

Demonstration of Bus Application – Ms. Dixon led an explanation and demonstration of the “My Ride” bus application, which parents can use to track the precise location of the bus on which their child(ren) are riding and stay informed about their school transportation schedules. Parents can be notified when a bus is running late. An update to the application is forthcoming.

She demonstrated how parents can sign up, add their children, and begin using the application. Other information on the application includes the driver’s name and the school the child attends. Maps also are available, showing precisely where the bus currently is.

Ms. Dixon also can “push” a message users. Students’ families can choose to opt out for a period if the student will be out of school for three or more days.

Ms. Dixon pointed out that that from time to time users must refresh thye application in order to get accurate information. Mrs. Dunn felt that parents needed more time to get used to the application. Mr. Bilson asked questions about data security and received assurances. Additional features are forthcoming.

A review of the agenda for September 25, 2025, was held. There will be nine August graduates and two perfect scores.

Regarding short term contracts, two Buffalo schools and a North Tonawanda school are joining the District in boxing to work out together. Other short term contracts provide vans when a bus is not needed for certain events. The District will use space at, and students will do tradeswork at, the Niagara Arts and Cultural Center.

Mr. Vilardo suggested students might learn landscaping, pesticide use, etc. by taking care of the unused section of the golf course. Mr. Laurrie likes the idea. Mr. Bilson built on the idea by suggesting students could then learn to golf, especially those who may not have access to equipment or courses. Mr. Paretto would like to see an addition to NFHS to provide space for the trades, a nursing program, and other vocations.

Mr. Ventry offered that Big Picture students also can participate in the trades programs at NFHS.

Items 6.01 -6.12 are all grant-funded.

Items 6.13 – 6.18 are instructional programs and professional development.

Items 6.19 is a transportation contract, for small vans, as needed.

Items 6.20 – 6.26 are payments for the capital projects.

Items 6.27- 6.29 are change orders, which will yield credits.

An additional resolution and an additional short term contract may be added.

Remarks:

Mr. Laurrie shared that teachers of exceptional students now have common planning time.

A parent of an autistic child complimented the CPSE and Ms. Contento, noting her son is blossoming.

On September 24, 2025 at the greenhouse at Bond Primary, a press conference will take place regarding the partnership with Sleep in Heavenly Peace.

SUNY at Buffalo School of Dentistry donated toothbrushes and toothpaste to all students.

Tomorrow there will be a Zero Eyes calibration exercise outside all schools. It is a drill – no cause for concern.

Dr. Savageau and Mrs. Duncan changed the sports physical process and the District now accepts physicals from a student's Primary Care Physician. Most students opted to see their own doctor.

Additional speed humps were installed at NFHS. Thanks to Mr. Macri for getting those installed.

Thanks to all for great start to school year.

Mr. Laurrie asked the Board what its preference is regarding the NYSSBA virtual business meeting. The Board decided to forego the meeting.

Executive Session

The Board entered Executive Session at 7:01 p.m. on a motion by Mr. Vilardo seconded by Mr. Bilson for the purpose of discussing three items, having to do with the possible personnel matters which may lead to:

The appointment, employment, or promotion of a person or persons; and current litigation related to District and multiple Child Victims Act cases.

All in favor.

The Board exited executive session at 8:30 p.m. on a motion by Mr. Petrozzi seconded by Mr. Paretto. All in favor.

DATE: September 25, 2025

KIND OF MEETING: ARS

PLACE: Board of Education Board Room

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

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

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

Excused:

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

Capital Projects Mr. Laurrie, Buffalo Construction Consultants, CPL Mr. Mannarino, Mr. Dowling Mr. Trott

Mr. Lowe reported that:

The ABOFA Project is done, with some punch list items remaining, on time and well within budget.

All of the secured vestibule work is complete.

Every vestibule is unique, but carries the same baseline design for security and protection. During the installation process of the storefronts and millwork at the various vestibules, color match upgrades and counter adjustments and various field changes were made at the request of the district to create a cleaner product. They were kept in a change and will be submitted next month.

Hyde Park was a very intense rework, as we had to relocate an entire historic storefront and make it look like it was always there. The finish carpenter from Scrufari is a true craftsman, matching every detail perfectly.

Some of the schools used existing doors with upgraded hardware and enhancements.

Abate had some additional work done to the front bus loop. Repaved and striped. Some schools got completely new storefronts in order to complete the secure needs of that location.

Niagara Falls High School is the largest vestibule and the busiest in the District. During the build-out, new millwork was added to the office as a result of an Administrator and staff member's question about the flow of students and visitors through the space. CPL was notified, came out to site and redrew the counter and millwork tie-in, and a change was made (which will be presented for approval next month).

Greenhouse construction at Bloneva Bond is complete. As we were finalizing the greenhouse construction, we had a meeting with Mr. Laurie, CPL, and Mr. Dalporto and saw there was a potential gap in security at the new connecting vestibule. A change was initiated immediately and the work is completed. Shades are due in next week. Security Upgrades will be up for approval next month.

Gaskill Prep HVAC Upgrades: All VRF systems are running, a couple warranty items are being addressed by our contractors. The chillers are running and the control sequences are being adjusted finalized.

We are also adding some additional fire alarm devices on the air handlers at both Gaskill and LaSalle for enhanced building protection. The Board will see the change order for that next month.

All power outages went very smoothly at both prep schools. The panels for the Walk of Fame will be complete in the coming weeks. One panel was reconstructed due to a materials failure in the original casting. Plaques are being finalized for content with CPL and the superintendent.

At the beginning of the summer, one of the Administration Building boilers was replaced. Although this was a General Fund project, BCC was involved in the management of the work.

A review of the evening's agenda items was held. The addition of the last resolution was explained. A discussion was held regarding moving the October 16 meeting to October 15. The Board opted to move the meeting.

The Board entered into Executive Session at 6:15 p.m. on a motion by Mr. Vilardo seconded by Mr. Bilson for the purpose of discussing the possible appointment, employment or promotion of an individual. All in favor.

The Board exited Executive Session at 6:53 p.m. on a motion by Mr. McLeod seconded by Mr. Vilardo. All in favor.

REGULAR MEETING CALL TO ORDER at 7 p.m.

Pledge of Allegiance

A reflection was offered by Mrs. Dunn.

Roll Call

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

Excused: Mr. McLeod

Letters and Communications

Special Presentations:

The following students completed graduation requirements and joined the Class of 2025: Arlety Arrigo, Giavanna Ferguson, Brandon Jansma, Shawnasia Johnson, Steven Preisch, Ja-niya Riley, Elandia Saunders, Alexis Shimmel, Aaron Woolcot-Butry. They were congratulated for their determination.

The following students were recognized for these achievements:

Perfect Score, Grade 8 ELA, Gaskill Prep: Jade Huang

Perfect Score, Grade 6 New York State Math assessment at H. F. Abate:

Essie Joyce

Oral Communications - Public Comment on Agenda Items - None.

Written Communications – None.

Recommended Actions from the Superintendent of Schools - Routine Matters

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

Minutes –August 28, 2025 Meetings [\(SG 4\)](#)

Final Resolution: Motion Carries

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

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

Approval of Budget Transfer - # 2 [\(SG 3\)](#)

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 5,049,773.94 among the following fund, function, object, and location codes:

General Fund:	\$	4,790,384.80
Cafeteria Fund:	\$	54,100.00
Special Aid Fund:	\$	187,789.74
Capital Projects Fund:	\$	17,499.40

Final Resolution: Motion Carries

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

The following were received and filed.

Treasurer's Report –August 2025 (SG 3)

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 5,049,773.94 among the following fund, function, object, and location codes:

General Fund:	\$	4,790,384.80
Cafeteria Fund:	\$	54,100.00
Special Aid Fund:	\$	187,789.74
Capital Projects Fund:	\$	17,499.40

Budget Status Report – August 2025 (SG 3)

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

Personnel Report – Certificated (SG 1, 2)

Final Resolution: Motion Carries

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

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

Personnel Report - Classified (SG 1, 2)

Final Resolution: Motion Carries

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

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

Report from Committee on Special Education (SG 1)

The Committee on Special Education met on September 4, 12, 16, 17, 2025 to review Annual Reviews, and May 7, 2025; and June 23, 2025; and August 12, 20, 21, 25, 27, 29, 2025; and September 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 26, 2025 to review and initiate the placement of students with disabilities; and

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

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

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education for the 2025-2026 school year.

Final Resolution: Motion Carries

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

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

Report from Committee on Preschool Special Education (SG 1)

The Committee on Pre-School Special Education met on August 5, 14, and 19, 2025; and September 5, 11, and 16, 2025; to review and initiate the placement of preschool students with disabilities, and

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

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

RESOLVED, That the Board of Education approve the recommendations made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2025-2026 school year.

Final Resolution: Motion Carries

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

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

Short-Term Contracts

1. Lift Enrichment Program, LLC (Fall 2025) Student Wellness through Culinary Workshops Abate/Hyde Park \$20,000.00 F2110 400-098-9625 Sept – Dec 2025
2. Fight Night Boxing Gabe Gonzalez Fundamentals of Boxing \$20,000.00 A 2110.400.045.2280 September 3, 2025-January 31 2026
3. Louise Ferretti, PHD Independent Neuro-Psychologist Evaluation NTE \$2,200.00 per evaluation F2250 404-098-0726 Sept. 2025 – June 2026
4. University at Buffalo Center for Assistive Technology Assistive Technology Training for students and staff NTE \$400.00 F2250 404-098-0726 Sept. 2025 – June 2026
5. University at Buffalo Center for Assistive Technology Assistive Technology Training for students and staff NTE \$360.00 F2250 404-098-0725 Sept. 2025 – June 2026
6. Transformation through Revitalization NFHS Students \$20,000.00 A 2110.400.045.2280 Sept. 2025 – January 31, 2026
7. Boys and Girls Club NFHS Students \$10,000.00 A 2330.400.007 Sept. 2025 – June 2026
8. Niagara Arts and Cultural Center NFHS Students \$6,000.00 A 2110.400.045.2280 Sept. 2025 – June 2026

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson. Head Start/ Early Head Start Reports – Attached.

Final Resolution: Motion Carries

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

5. Unfinished Business - None.

6. New Business

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

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 26, 2025 – JUNE 30, 2026) (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 26, 2025 through June 30, 2026 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 26, 2025 through June 30, 2026 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 25th day of September, 2025 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 according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

- 3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this 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, 2026 and June 30, 2026 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 26, 2025 through June 30, 2026, 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA UNIVERSITY FOR PREP LEVEL LITERACY PROGRAMMING (SEPTEMBER 26, 2025 – JUNE 30, 2026) (SG 1)

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

WHEREAS, The Administration proposes that the District continue to partner with the University for 2025-2026 for literacy programming at the Prep level; and

WHEREAS, Niagara University agrees to provide the services aligned with grant objectives servicing students at LaSalle and Gaskill Preparatory; 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, The proposed Contract is effective for a term of one (1) year, commencing September 26, 2025 and ending June 30, 2026 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 programming services for the 2025-2026 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 25th day of September 2025, 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 programming for the 2025/26 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 Grant:
 - a) After-school programming for Fall 2025 and Spring 2026 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

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, 2025 and June 30, 2026. 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 26, 2025 to June 30, 2026, 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL PROGRAMMING (SEPTEMBER 26, 2025 - AUGUST 31, 2026) (SG 1)

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

WHEREAS, The District wishes to again provide school year Early College advisory for academic and summer camp experience, for Early College High School Students, and to contract with Niagara University to provide services to continue such higher educational experiences for students enrolled in Early College High School; and

WHEREAS, The Administration negotiated a Contract with Niagara University for it to provide academic course offerings, on campus field trips and summer camp experiences tailored to the students rising into either 9th, 10th, 11th or 12th grade of the Niagara Falls High School - Early College High School for a not to exceed agreed upon fee of \$50,000 payable in two equal installments of \$25,000.

WHEREAS, The Agreement shall be effective for a term commencing September 26, 2025 and ending August 31, 2026; therefore be it

RESOLVED, That the Board of Education hereby approves the Attached Agreement between the City School District of the City of Niagara Falls and Niagara University for Early College High School programming for the 2025/26 School Year and Summer 2026; 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 25th day of September 2025, 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, P. O. 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 Early College High School Programming for the 2025/26 School Year and Summer 2026 for students rising into grades 9, 10, 11, or 12, 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 2025/26 Early College High School Program:

- a) College-credit bearing courses during the 2025/26 school offered by Niagara University staff for rising junior and senior high school students
- b) Two (2) full-day, on campus academic field trips in Fall 2025 including college readiness workshops and department-led activities
- c) Two (2) full-day, off-campus or regional career/college exposure trips in Spring 2026, including civic leadership, industry engagement, and workforce exploration
- d) A supervised Summer 2026 program coordinated by Niagara University in collaboration with school district administration. All rising 9th -12th grade students will engage in preparatory college-readiness experiences, academic enrichment, and hands-on leadership workshops. Students will also participate in mentoring, wellness, cultural exploration, and service learning.

All of the functions will be performed by the party of the University or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. The University and/or its subcontractor shall possess a thorough knowledge of language arts and mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

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 \$50,000 in two (2) equal installments of \$25,000, all payable to the order of the University on December 31, 2025 and August 31, 2026. 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 \$50,000. Payment checks payable to the order of the University in two (2) equal installments on December 31, 2025 and August 31, 2026.

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.

7. Term of Agreement. This contract shall be effective from September 26, 2025 to August 31, 2026, 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 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.

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

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

Final Resolution: Motion Carries

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

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

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 26, 2025 - JUNE 30, 2026) (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 two (2) equal installments of \$15,000; and

WHEREAS, The Agreement shall be effective for a term commencing September 26, 2025 and ending June 30, 2026; 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 2025/26 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 25th day of September 2025, 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 2025/26 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 2025/26 E-Sports Program:

- a) Academic course offerings during the 2025/26 school year that include three (3) college bearing credit courses total for Fall 2025 and Spring 2026, 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 Marketing, Introduction to Python, and Computer Science – Introduction to Gaming and AI Application

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified

in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

3. Relationship Between the Parties. The 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 two (2) installments of \$15,000 payable to the order of the University on December 31, 2025 and June 30, 2026. 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 two (2) equal installments of \$15,000 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 26, 2025 to June 30, 2026, 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND COMMUNITY MISSIONS, INC. (SEPTEMBER 26, 2025 – DECEMBER 31, 2025) (SG 1)

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

WHEREAS, The District has contracted with Community Missions, INC. in previous school years through mental health grants to provide youth mentoring to female students; and

WHEREAS, Community Missions, INC. provides various support services for students including “Girls Circles” offered at nine (9) schools; and

WHEREAS, The District wishes to again Contract with Community Missions, INC. to continue these services for Fall 2025; and

WHEREAS, District Administration has negotiated a Contract with Community Missions, INC. to provide said services at a cost not to exceed \$25,000 to be paid in two (2) equal installments of \$12,500 on November 15, 2025 and December 31, 2025, for period effective 9/26/2025 and to terminate 12/31/2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Community Missions, INC. to provide professional social and emotional services for students at a sum not to exceed \$25,000 for period September 26, 2025 – December 31, 2025 attached hereto, be and is hereby approved; and further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
COMMUNITY MISSIONS, INC.

THIS CONTRACT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter “District”) and COMMUNITY MISSIONS, INC., 1570 Buffalo Avenue, (hereinafter “CMI”) Niagara Falls New York 14303.

WITNESSETH:

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

1. Engagement of CMI. The District hereby engages the CMI as an independent contractor to render to the District professional services regarding implementation of the mental health grants and CMI hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of CMI: CMI shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- a) Fall 2025 Girls Circle program for 10 weeks that promotes positive self-development in young women
- b) Participation in Student Support Team meetings upon request to ensure appropriate referral or intervention services provided for individual students
- c) Parent/student workshops upon request by school administration

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

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

4. Compensation to CMI. Upon receipt of a payment invoice, the District shall pay to CMI for its services hereunder a sum not to exceed \$25,000 to be paid in two (2) equal installments of \$12,500 on November 15, 2025 and December 31, 2025 for providing twenty (20) hours of weekly social-emotional support services to the nine identified schools. Payment checks payable to the order of Community Missions Inc. shall be deemed full payment to and acquittance by CMI.

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

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

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 to December 31, 2025, provided however, that either party may at any given time terminate this Contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by CMI under this Contract are unique and personal. Accordingly, CMI party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract without the prior written consent of the District and any attempted such

transfer, assignment delegation and/or subcontracting without such written consent shall be void.

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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND LONG LIFE YOGA FOR FALL 2025 (SEPTEMBER 26, 2025 – DECEMBER 31, 2025) (SG 1)

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

WHEREAS, Long Life Yoga teaches about building self-esteem through the practice of Yoga and facilitated the program in District schools last school year; 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 for thirty (30) total hours for students at Cataract Elementary, Hyde Park Elementary, and Gaskill Preparatory effective 9-26-25 – 12-31-25; and

WHEREAS, District Administration has negotiated a Contract with Long Life Yoga to provide such services for thirty (30) total hours for a cost not to exceed \$6,200 for period effective September 26, 2025 and to terminate December 31, 2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Long Life Yoga for Fall 2025 at a sum not to exceed \$6,200 for the period September 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
LONG LIFE YOGA

THIS AGREEMENT, made this 25th day of September 2025, 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, Cataract Elementary, and Hyde Park Elementary to improve confidence and social emotional well-being
- Teaching the practice of yoga to students
- Thirty (30) total hours for the program

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 thirty (30) total hours hereunder a sum not to exceed \$6,200 to be paid in two (2) equal installments of \$3,100 on November 15, 2025 and December 31, 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 26, 2025 to December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND HORIZON HEALTH SERVICES, INC. (SEPTEMBER 26, 2025 – DECEMBER 31, 2025) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls is committed to providing social emotional support and mental health interventions to students; and

WHEREAS, Horizon Health Services, Inc. and the City School District of the City of Niagara Falls have agreed to establish clinical mental health services through a professional behavioral health services office at Gaskill Preparatory School; and

WHEREAS, Horizon Health Services, Inc. has extensive experience in providing screening, assessment, and treatment services to students suffering from mental health and/or substance use disorders; and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into Contract with Horizon Health Services, Inc. to provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School; and

WHEREAS, District Administration has negotiated a new Contract with Horizon Health Services, Inc. for a cost not to exceed \$20,000 for the period effective 9-26-2025 and to terminate 12-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Horizon Health Services, Inc. to provide mental health support and interventions to students and families in the school district at a sum not to exceed \$20,000 for the period September 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
HORIZON HEALTH SERVICES, INC.

THIS AGREEMENT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Horizon Health Services, Inc., 55 Dodge Road, Getzville, New York 14068.

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 Horizon Health Services, Inc. as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant. Horizon Health Services, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Horizon Health Services, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant for September 26, 2025 through December 31, 2025, including:

- Provide screening, assessment and treatment services to students suffering from mental health and or/substance use disorders
- Secure appropriate authorization forms and insurance billing information from each student/patient
- Provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School
- Collaborate with the school team at Gaskill Preparatory School to identify students in need of mental health services and promote the exchange of information related to the implementation of clinic treatment services on-site
- Attend meetings as needed with District Administration and school staff at Gaskill Preparatory School

All of the functions will be performed by Horizon Health Services, Inc. and shall be coordinated with the Program Director and/or District Administration. Horizon Health Services, Inc. possesses a thorough knowledge of mental health interventions as they relate to the implementation of the Student Mental Health Supports Grant and the School Based Mental Health Services Grant Objectives.

Confidentiality

1. Horizon acknowledges and agrees that, in the course of providing services to the GPS, they may obtain confidential information and records about the GPS, including, but not limited to information about students, employees, GPS practices and procedures and financial information. Horizon agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). Horizon further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

2. GPS students who become patients of Horizon will become protected under state and federal privacy laws. Disclosure of any protected health information by Horizon to GPS or anyone other than the patient may be done only after the patient signs appropriate written authorization allowing the disclosure.

3. Relationship Between the Parties. Horizon Health Services, Inc. shall not be an employee of the District. Horizon Health Services, 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. Horizon Health Services, 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 Horizon Health Services, Inc. for services hereunder a sum not to exceed \$20,000 for six (6) hours per week of services at a rate of \$300 per hour for September 26, 2025 through December 31, 2025. The District shall pay \$20,000 after completion of service on December 31, 2025. Payment checks payable to the order of Horizon Health Services, Inc. shall be deemed full payment to and acquittance by Horizon Health Services, Inc.

5. Indemnification. To the fullest extent permitted by law, Horizon Health Services, 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. Horizon Health Services, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Horizon Health Services, Inc. is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 through December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Horizon Health Services, Inc. under this Agreement are unique and personal. Accordingly, Horizon Health Services, 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MAKEEDA BROOKS (SEPTEMBER 26, 2025 – DECEMBER 31, 2025) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls is committed to providing social emotional support and mental health interventions to students; and

WHEREAS, Horizon Health Services, Inc. and the City School District of the City of Niagara Falls have agreed to establish clinical mental health services through a professional behavioral health services office at Gaskill Preparatory School; and

WHEREAS, Horizon Health Services, Inc. has extensive experience in providing screening, assessment, and treatment services to students suffering from mental health and/or substance use disorders; and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into Contract with Horizon Health Services, Inc. to provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School; and

WHEREAS, District Administration has negotiated a new Contract with Horizon Health Services, Inc. for a cost not to exceed \$20,000 for the period effective 9-26-2025 and to terminate 12-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Horizon Health Services, Inc. to provide mental health support and interventions to students and families in the school district at a sum not to exceed \$20,000 for the period September 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

**CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
HORIZON HEALTH SERVICES, INC.**

THIS AGREEMENT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Horizon Health Services, Inc., 55 Dodge Road, Getzville, New York 14068.

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 Horizon Health Services, Inc. as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant. Horizon Health Services, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Horizon Health Services, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant for September 26, 2025 through December 31, 2025, including:

- Provide screening, assessment and treatment services to students suffering from mental health and or/substance use disorders
- Secure appropriate authorization forms and insurance billing information from each student/patient
- Provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School
- Collaborate with the school team at Gaskill Preparatory School to identify students in need of mental health services and promote the exchange of information related to the implementation of clinic treatment services on-site
- Attend meetings as needed with District Administration and school staff at Gaskill Preparatory School

All of the functions will be performed by Horizon Health Services, Inc. and shall be coordinated with the Program Director and/or District Administration. Horizon Health Services, Inc. possesses a thorough knowledge of mental health interventions as they relate to the implementation of the Student Mental Health Supports Grant and the School Based Mental Health Services Grant Objectives.

Confidentiality

1. Horizon acknowledges and agrees that, in the course of providing services to the GPS, they may obtain confidential information and records about the GPS, including, but not limited to information about students, employees, GPS practices and procedures and financial information. Horizon agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). Horizon further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

2. GPS students who become patients of Horizon will become protected under state and federal privacy laws. Disclosure of any protected health information by Horizon to GPS or anyone other than the patient may be done only after the patient signs appropriate written authorization allowing the disclosure.

3. Relationship Between the Parties. Horizon Health Services, Inc. shall not be an employee of the District. Horizon Health Services, 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. Horizon Health Services, 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 Horizon Health Services, Inc. for services hereunder a sum not to exceed \$20,000 for six (6) hours per week of services at a rate of \$300 per hour for September 26, 2025 through December 31, 2025. The District shall pay \$20,000 after completion of service on December 31, 2025. Payment checks payable to the order of Horizon Health Services, Inc. shall be deemed full payment to and acquittance by Horizon Health Services, Inc.

5. Indemnification. To the fullest extent permitted by law, Horizon Health Services, 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. Horizon Health Services, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Horizon Health Services, Inc. is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 through December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Horizon Health Services, Inc. under this Agreement are unique and personal. Accordingly, Horizon Health Services, 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MAKEEDA BROOKS (SEPTEMBER 26, 2025 – DECEMBER 31, 2025)

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

WHEREAS, For previous school years, the District has contracted with Makeeda Brooks to provide youth mentoring services; 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 LaSalle Preparatory and nine (9) weeks of programming at Bloneva Bond Primary School a cost not to exceed \$23,800 for period effective 9-26-2025 and to terminate 12-31-2025; 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 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
MAKEEDA BROOKS

THIS AGREEMENT, made this 25th day of September 2025, 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 mental health 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 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" 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 15, 2025 and December 31, 2025 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 26, 2025 to December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PROJECT L.E.E. INC. FOR STUDENT SUPPORT SERVICES (SEPTEMBER 26, 2025 – DECEMBER 31, 2025) (SG 1)

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

WHEREAS, In past school years, the District contracted with Project L.E.E. Inc. at LaSalle and Gaskill Preparatory Schools to provide student mentorship; and

WHEREAS, Project L.E.E. Inc. has extensive experience in mentoring youth and using motivational workshops to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Project L.E.E. Inc., to provide youth mentoring and social-emotional support services for students at Abate Elementary, Cataract Elementary, Hyde Park Elementary, LaSalle Preparatory, and Gaskill Preparatory School; and

WHEREAS, District Administration has negotiated a new Contract with Project L.E.E. Inc., to provide such services for five (5) schools at a cost not to exceed \$52,500 for the period 9-26-2025 -12-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Project L.E.E. Inc for weekly social-emotional student support services at a sum not to exceed \$52,500 for the period September 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT L.E.E., INC.

THIS AGREEMENT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Project L.E.E. Inc., PO Box 392, Buffalo, New York 14205.

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 Project L.E.E. Inc. as an independent contractor to render to the District professional services regarding implementation of a student mentor program and Project L.E.E. Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Project L.E.E. Inc shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the student mentor program objectives for September 26, 2025 – December 31, 2025 including:

- Student mentoring at five (5) schools: Abate Elementary, Cataract Elementary, Hyde Park Elementary, Gaskill Preparatory, and LaSalle Preparatory schools
- Motivational workshops for at-risk students
- The program will run weekly with program implementation at one school each day for a total of five schools each week.
- Social emotional learning (SEL) support to students

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

3. Relationship Between the Parties Project L.E.E. Inc. shall not be an employee of the District. Project L.E.E. 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. Project L.E.E. 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 Project L.E.E. Inc. for services hereunder a sum not to exceed \$52,500 to be paid in three (3) monthly installments of \$17,500 on October 31, 2025, November 30, 2025, and December 31, 2025 for five (5) schools per week of student support services. Payment checks payable to the order of Project L.E.E. Inc. shall be deemed full payment to and acquittance by Project L.E.E. Inc.

5. Indemnification. To the fullest extent permitted by law, Project L.E.E. 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. Project L.E.E. Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Project L.E.E. Inc. is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 to December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Project L.E.E. Inc. under this Agreement are unique and personal. Accordingly, Project L.E.E. 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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MELINDA A. SCIME, PSYCHOLOGIST, PLLC. FOR PROFESSIONAL MENTAL HEALTH SERVICES (SEPTEMBER 1, 2025 - DECEMBER 30, 2025) (SG 1)

WHEREAS, The District proposes to hire a mental health services company to render professional services in the area of mental health counseling to fulfill grant objectives for individual student counseling and family counseling; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 9/1/25 – 12/31/25 at a fee not to exceed \$64,000 to be billed in four monthly installments of \$16,000 on the last day of each month; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be and is hereby approved; and be it further

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

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

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

CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY
INDEPENDENT CONSULTANT
MELINDA A. SCIME, PSYCHOLOGIST, PLLC

THIS AGREEMENT, made this 25th of September 2025 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC, 779 Cayuga Street, Suite D, Lewiston, NY 14092, the second party.

WITNESSETH:

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

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

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

a. Forty-one (41) hours of individual mental health counseling services (Tier 2 and Tier 3 social/emotional interventions) per week based on school referral and screening by the first party and the second party pursuant to goals and objectives of the School-Based Mental Health Services and Student Mental Health Supports Grants at District-wide schools.

b. Each school will receive direct support services and programming including family and individual student counseling

c. Participation in school-based S.T.A.R.T. teams for appropriate individualized behavioral intervention services as needed.

d. Participation in advisory meetings.

e. Family counseling offered at all schools.

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

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

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date, a sum not to exceed \$64,000 in four monthly installments of \$16,000. Invoices shall be submitted on the last day of each month for the provided service of forty-one (41) hours of counseling per week. The second party shall submit invoices for services rendered monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.

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

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

8. Term of Contract: This contract shall be effective from September 1, 2025 through December 31, 2025, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BECAUSE I TRIED ENTERPRISES, INC. FOR STUDENT SUPPORT SERVICES (SEPTEMBER 26, 2025 – DECEMBER 31, 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 and social emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Maurice Cox's company, "Because I Tried Enterprises, Inc.", to provide youth mentoring services at the elementary, prep, and high school level; and

WHEREAS, Mr. Cox has extensive experience in mentoring and teaching youth and he is a captivating motivational speaker who is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Mr. Cox's company, Because I Tried Enterprises, Inc., to provide mentoring, social, and emotional support services for students participating in the "Winning Because I Tried" Mentoring Program; and

WHEREAS, District Administration has negotiated a new Contract with Because I Tried Enterprises, Inc., to provide weekly mentoring services at six (6) schools: LaSalle Preparatory, Gaskill Preparatory, Niagara Falls High School, Maple Avenue, Hyde Park Elementary, and Harry F. Abate Elementary for a cost not to exceed \$39,000 to be paid in two (2) installments of \$19,500 for period effective 9-26-2025 and to terminate 12-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Because I Tried Enterprises, Inc. for Student Support Services at a sum not to exceed \$39,000 for the period September 26, 2025 through December 31, 2025, attached hereto, be hereby approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
BECAUSE I TRIED ENTERPRISES, INC.

THIS AGREEMENT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Because I Tried Enterprises, Inc., PO Box 1278, Buffalo, NY, 14214.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Because I Tried Enterprises, Inc. as an independent contractor to render to the District professional services regarding implementation of youth mentoring classes and Because I Tried Enterprises, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Because I Tried Enterprises, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the weekly mentoring sessions for Fall 2025 (9-26-25 to 12-31-25), including:

- Maximum of 10-15 students per class
- Fall mentoring class at six (6) schools: LaSalle Preparatory, Gaskill Preparatory, Niagara Falls High School, Maple Avenue, Hyde Park Elementary, and Harry F. Abate Elementary
- Programs may be offered both before and after school
- Program dates to run from September 2025 through December 2025
- Program graduation including party, certificates, awards and gifts

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure

that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Because I Tried Enterprises, Inc. for services hereunder a sum not to exceed \$39,000 to be paid in two (2) installments of \$19,500 on November 15, 2025 and December 31, 2025. Payment checks payable to the order of Because I Tried Enterprises, Inc. shall be deemed full payment to and acquittance by Because I Tried Enterprises, Inc.

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

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

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 to December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

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

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NATIVE LANGUAGE SERVICES, LLC. FOR STUDENT SUPPORT SERVICES (SEPTEMBER 26, 2025 - DECEMBER 31, 2025) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to provide social-emotional support, advocacy and bilingual communications support services for students; and

WHEREAS, For the last school year, the District has contracted with Jose Garcia's company, "Native Language Services, LLC", to provide mentoring, advocacy, and bilingual communications support services; and

WHEREAS, Mr. Garcia has extensive experience in mentoring and bilingual interpersonal communications and who is able to reach many students who face difficult life challenges as native language speakers both in school and in the community; and

WHEREAS, The District wishes to again enter into Contract with Mr. Garcia's company, Native Language Services, LLC., to provide mentoring, advocacy and bilingual communications support services for students living and attending school in the Niagara Falls City School District community; and

WHEREAS, District Administration has negotiated a new Contract with Native Language Services, to provide mentoring, advocacy and bilingual communications services at GJ Mann Elementary School, Henry J. Kalfas Elementary School, LaSalle Preparatory School and Niagara Falls High School for a cost not to exceed \$20,000 for period effective 9-26-2025 and to terminate 12-31-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Native Language Services, LLC for Student Support Services for the school year at a sum not to exceed \$20,000 for the period September 26, 2025 through December 31, 2025, attached hereto, be and hereby is approved; and be it further

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

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

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

CONTRACT FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR
NATIVE LANGUAGE SERVICES, LLC.

THIS AGREEMENT, made this 25th day of September 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Native Language Services, LLC, 1858 East River Road, Grand Island, NY 14072.

WITNESSETH:

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

1. Engagement of Independent Contractor. The District hereby engages Native Language Services, LLC as an independent contractor to render to the District professional services regarding implementation of English Language Learner support to students and Native Language Services, LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Native Language Services, LLC shall provide and render to the District the usual and customary services of a contractor for professional services, (September 26, 2025 – December 31, 2025), including:

- Provide social emotional support to students who are learning English as a new language
- Establish relationships with students and families through open conversation in their preferred language
- Identify learner needs and develop resolution strategies in concert with teachers, counselors or administration – to include real or perceived bullying or other factors that impact the child’s academic or social emotional well being
- Support open conversation with a focus on social engagement to address the isolation that a language barrier can present
- Foster increased parent engagement through home visitation, in-person and virtual sessions as required to connect the parent with their child’s education and the development of home-school partnerships
- Conduct home visits to address issues related to school attendance or other purposes as indicated by Niagara Falls City School District Staff

All of the functions will be performed by Native Language Services, LLC and shall be coordinated with School Administration and/or District Administration Native Language Services, LLC. possesses a thorough knowledge of social support services in the area of support for English Language Learners.

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

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the Native Language Services, LLC for services hereunder a sum not to exceed \$20,000 to be paid in two (2) installments of \$10,000 on November 15, 2025 and December 31, 2025. This is for eight (80) hours of monthly student support services provided by Native Language Services, LLC to GJ Mann Elementary School, Henry J. Kalfas Elementary School, LaSalle Preparatory School and Niagara Falls High School. Payment checks payable to the order of Native Language Services, LLC shall be deemed full payment to and acquittance Native Language Services, LLC.

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

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

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

7. Term of Contract. This Contract shall be effective from September 26, 2025 to December 31, 2025, provided however, that either party may, at any given time, terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Native Language Services, LLC under this Agreement are unique and personal. Accordingly, Native Language Services, LLC shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District

and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND XANEDU PUBLISHING, INC. DBA EDUCATION ELEMENTS, FOR STRATEGIC SCEP IMPLEMENTATION AND PROFESSIONAL LEARNING, FROM OCTOBER 1, 2025 – JUNE 30, 2026 (SG 1)

WHEREAS, TSI schools may use School Improvement Grant Funds to engage consult services for professional learning and other school improvement activities; and

WHEREAS, The District wishes to retain XanEdu Publishing, Inc. DBA Education Elements, to provide said services to 79th Street Elementary and Harry F. Abate Elementary Schools; and

WHEREAS, The Contract will be for a term commencing October 01, 2025, and terminating June 30, 2026 for an amount not to exceed \$34,750.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with XanEdu Publishing, Inc. DBA Education Elements, a copy of which is hereto attached which provides, among other things, for a term commencing October 1, 2025 and terminating June 30, 2026 for an amount not to exceed \$34,750.00; and further

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

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE TRAINING CORPORATION, FOR WILSON READING SYSTEM LEVEL I CERTIFICATION, FROM OCTOBER 1, 2025 – JUNE 30, 2026 (SG 1)

WHEREAS, the District will retain the Wilson Language Training Corporation to train and certify its selected interventionists to deliver the WRS program to students; and

WHEREAS, the District will be for a term commencing October 1, 2025 and terminate June 30, 2026 for an amount not to exceed \$19,530.00; and

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

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

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

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AN INDEPENDENT CONTRACTOR

WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional training services hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Level 1 Certification in the Wilson Reading System, which services shall include, without limitation, the following:

a) Individual virtual observations and meetings resulting in Wilson Reading System Level 1 certification

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

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

4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to Wilson Language Training, a sum not to exceed \$19,530.00 provided the services have been completed, payable in quarterly installments each of \$4,882.50. Wilson Language Training shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: December 1, 2025, January 30, 2026, March 4, 2026 and June 30, 2026 or immediately after all billable service has been completed. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, Wilson Language Training.

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

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

6. Term of Contract. This Contract shall be effective from 10/01/25 through 6/30/26, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHTOWN FOR ONSITE CLASSROOM COACHING, FROM OCTOBER 1, 2025 - JUNE 30, 2026 (SG 1)

WHEREAS, the District is committed to providing quality curriculum and instruction for its Exceptional Needs pupils; and

WHEREAS, The District will retain TEACHTOWN to provide said training and site coaching visits;

WHEREAS, The Contract will be for a term commencing October 1, 2025, and terminate June 30, 2026 for an amount not to exceed \$10,800 for services to be performed; therefore, be it;

RESOLVED, That the Board of Education hereby approves the Contract with TEACHTOWN, a copy of which is hereto attached which provides, among other things, for a term commencing October 1, 2025 and terminating June 30, 2026 for an amount not to exceed \$10,800; and further

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

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

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

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AN INDEPENDENT CONTRACTOR

This Contract, made this 25th day of September, 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and TEACHTOWN, 2

Constitution Way, Woburn, Massachusetts 01801, hereinafter called the "Second Party"); WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding on-site coaching support, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding training and professional development, which services shall include, without limitation, the following:

a) Four days of onsite classroom coaching

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

4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to TEACHTOWN, a sum not to exceed \$10,800.00 provided the services have been completed, payable immediately after each site visit. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, TEACHTOWN.

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

6. The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional party insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the

policies will not be canceled until at least thirty days prior written notice is given to the First Party.

7. Term of Contract. This Contract shall be effective from 10/01/25 through 6/30/26, 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 Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

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.

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CM LEARNING GROUP FOR ADMINISTRATIVE SUPPORT AND COACHING FROM OCTOBER 1, 2025 – JUNE 30, 2026 (SG 3)

WHEREAS, TSI school leaders require support and guidance for data gathering, supervision of instruction, and SCEP implementation and monitoring; and

WHEREAS, The District wishes to retain the CM Learning Group to provide professional learning and guidance to newly appointed school administrators; and

WHEREAS, The Contract will be for a term commencing October 1, 2025, and terminating June 30, 2026 for an amount not to exceed \$30,000.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with CM Learning Group, which provides, among other things, for a term commencing October 1, 2025 and terminating June 30, 2026 for an amount not to exceed \$30,000.00; and further

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

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

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

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This Contract, made this 25th day of September, 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and CM Learning Group 3079 Lake Road, Williamson, NY 14589. c/o Carolyn Tinsley, hereinafter called the "Second Party");

WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting

services regarding principal support, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding principal professional learning, which services shall include, without limitation, the following:

- a) Gathering achievement data to evaluate long and short-term improvement goals;
- b) Conducting effective classroom observations and delivery of impactful feedback to teachers;
- c) Building effective school leadership teams to monitor and adjust SCEP goals and strategies for maximum impact on student performance;
- d) Professional Development on high leverage instructional strategies for District instructional staff (The District Instructional Look-Fors);

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

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

4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to CM Learning Group, a sum not to exceed \$30,000.00 provided the services have been completed, payable in quarterly installments each of \$7,500.00. CM Learning Group shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: December 1, 2025, February 2, 2026, March 4, 2026, and June 30, 2026. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, CM Learning Group.

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

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

6. Term of Contract. This Contract shall be effective from 10/01/25 through 6/30/26, however, that any Party may, at any given time, terminate this Contract in all

respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CM LEARNING GROUP FOR PROFESSIONAL DEVELOPMENT FOR NFHS TEACHERS FROM OCTOBER 1, 2025 – JUNE 30, 2026 (SG 3)

WHEREAS, 1. Use of collaborative learning strategies and protocols in the classroom; 2. Turnkey training for lead teachers to demonstrate identified strategies for instructional colleagues; and 3. Engage in guided Learning Walks to observe teaching practices and facilitate discussion on trends, insights and ongoing instructional improvement.; and

WHEREAS, The District wishes to retain the CM Learning Group to provide professional learning and guidance to Niagara Falls High School teachers; and

WHEREAS, The Contract will be for a term commencing October 1, 2025, and terminating June 30, 2026 for an amount not to exceed \$30,000.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with CM Learning Group, which provides, among other things, for a term commencing October 1, 2025 and terminating June 30, 2026 for an amount not to exceed \$30,000.00; and further

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

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

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

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This Contract, made this 25th day of September, 2025, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and CM Learning Group, 3079 Lake road, Williamson, NY 14589 c/o Carolyn Tinsley, hereinafter called the "Second Party");

WITNESSETH:

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

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding teacher professional learning at Niagara Falls High School, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding principal professional learning, which services shall include, without limitation, the following:

- a) Facilitation of targeted professional learning for teachers;
- b) Training of lead teachers to turnkey learning objectives and content to their peers;
- c) Facilitation of Collaborative Learning Walks which feature structured reflection, action planning and follow-up cycles;

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

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

4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to CM Learning Group, a sum not to exceed \$30,000.00 provided the services have been completed, payable in quarterly installments each of \$7,500.00. CM Learning Group shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: December 1, 2025, February 2, 2026, March 4, 2026, and June 30, 2026. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, CM Learning Group.

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

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

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

6. Term of Contract. This Contract shall be effective from 10/01/25 through 6/30/26, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

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

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CONTRACT BETWEEN SAY YES BUFFALO AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (SG 1)

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; and

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, 2025 through January 1st, 2026; now therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Say Yes Buffalo for strategically planning the rollout of four identified programs for students and families at a cost not to exceed \$250,000, for the period of July 1, 2025 through December 31, 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 25th September 2025, 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, (hereinafter "Say Yes Buffalo")

WITNESSETH:

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

Say Yes Buffalo agrees to undertake the following responsibilities during the period of this of this Contract:

1. Lead the strategic process for the rollout of Saturday Academy Program within the City School District of the City of Niagara Falls which shall include 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 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 establishing 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 to be paid in in two (2) installments each of \$125,000.00, upon the filing of vouchers with and acceptable to the District on November 15, 2025 and December 31, 2025. Payment checks payable to the order of Say Yes Buffalo shall be deemed full payment to, and acquittance by Say Yes Buffalo.

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 Contracting 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 liability and other insurance of the type and in the amounts as herein provided and 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 endorsements upon 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 1, 2025 through December 31, 2025 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of 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.

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Bass, seconded by Mr. Bilson
**APPROVAL OF AGREEMENT FOR PROFESSIONAL ALTERNATIVE
TRANSPORTATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS AND AERO CAR AND LIMO SERVICES, INC., D.B.A.
AERO TRANSPORTATION FOR 2025-2026 SCHOOL YEAR (SG 3) (SG 3)**

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

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

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed Agreement are the standard rates of \$4.25 per mile beginning and ending at 6951 Williams Road, Niagara Falls, NY, plus \$10.00 for each pick-up location, or \$21 per leg of split transports as defined in attached contract, with a \$25.00 no-show fee for transports requested by the District and not cancelled 24 hours prior to scheduled pick-up time in instances when the transport is not needed; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2025 and ending June 30, 2026; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aero Car and Limo Services, Inc., D.B.A. Aero Transportation to provide transport by qualified professionals for students upon request, on an as needed or long-term basis, at the rates as provided therein, a copy of which is attached for a period commencing September 1, 2025 and ending June 30, 2026; and

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES FOR
TRANSPORTATION SERVICES

The following agreement is made between Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, 6951 Williams Road, Niagara Falls, NY 14304 and, City School District of The City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304, herein referred to as the "District".

Aero Car and Limo Services, Inc., DBA Aero Transportation agrees to provide door to door transportation services for City School District of the City of Niagara Falls students as outlined below:

Requirements

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide round trip door to door transportation services for Niagara Falls students from / to their homes to / from out of district educational facility per student IEP as agreed upon with the Committee on Special Education weekdays that school is in session.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide transportation services for students from a school building to the student's home in the event of a medical dismissal related to Covid-19 or other illness as needed.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation agrees to provide additional transportation services for students of the City School District of the City of Niagara Falls on an as needed basis. Additional transportation services may include transport of students in temporary housing outside of District boundaries per McKinney-Vento Act provisions, and transport of students in educational programs in partnership with local business partners to/from business locations.

All Aero Car and Limo Services, Inc., D.B.A. Aero Transportation drivers shall be capable, skilled, and hold all necessary licenses and permits as may be required by applicable Federal, State and Local laws – including, but not limited to, NYS DOT 19A Certification. All Aero Transportation's drivers are subject to pre-employment drug screen and criminal background checks. Additionally, they are subject to random drug and alcohol testing per DOT guidelines.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall, to the fullest extent permitted by law indemnify and hold harmless the City School District of the City of Niagara Falls, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Transportation Agreement excepting, however, the negligent acts or omissions of the City School District of the City of Niagara Falls, its agents, servants and/or employees.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall maintain general liability insurance in amounts acceptable to the City School District of the City of Niagara Falls. All policies shall name the District as an additional part insured. A certificate of insurance shall be filed with the District prior to the commencement of services and after each renewal date of the policies listed on the certificate. The certificate shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days' prior written notice is given to the District.

Rates

- Aero Car and Limo Services, Inc., DBA Aero Transportation, will charge a fee of \$4.25 per mile beginning and ending at 6951 Williams Road, Niagara Falls, NY 14304 for each transportation service.

- Aero Car and Limo Services, Inc., DBA Aero Transportation will charge a fee of \$10.00 for each pick-up location.
- Aero Car and Limo Services, Inc., DBA Aero Transportation will charge a fee of \$25.00 that will apply to no-show students if the stop is requested by District staff per this agreement and not cancelled 24 hours in advance.
- Aero Car and Limo Services, Inc., DBA Aero Transportation, will charge a fee of \$21 per Leg, which is defined as trips related to the split transport of Niagara Falls High School students to, from, or between partner businesses as outlined in paragraph three of contract requirements.

This agreement shall be effective September 1, 2025 through June 30, 2026.

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 16 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 \$432,944.35; 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 \$21,647.21; and

WHEREAS, The amount of payment the District will issue shall be \$432,944.35 less the required 5% retainage (\$21,647.21) as outlined in the contract, \$411,297.14; 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 \$411,297.14 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #16; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 06 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 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 \$432,944.35; 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 \$21,647.21; and

WHEREAS, The amount of payment the District will issue shall be \$432,944.35 less the required 5% retainage (\$21,647.21) as outlined in the contract, \$411,297.14; 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 \$411,297.14 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #16; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 18 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 \$9,034.32; and

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

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2.50% retention in the amount of \$225.86; and

WHEREAS, The amount of payment the District will issue shall be \$9,034.32 less the required 2.50% retainage (\$225.86) as outlined in the contract, \$8,808.46; 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 \$8,808.46 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #18; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 17 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 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 \$79,343.20; and

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

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 2.50% retention in the amount of \$1,983.58; and

WHEREAS, The amount of payment the District will issue shall be \$79,343.20 less the required 2.50% retainage (\$1,983.58) as outlined in the contract, \$77,359.62; 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 \$77,359.62 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #17; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 18 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 \$198,473.55; 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 \$9,923.68; and

WHEREAS, The amount of payment the District will issue shall be \$198,473.55 less the required 5% retainage (\$9,923.68) as outlined in the contract, \$188,549.87; 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 \$188,549.87 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #18; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF PAYMENT NO. 18 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 \$51,344.00; 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 \$2,567.20; and

WHEREAS, The amount of payment the District will issue shall be \$51,344.00 less the required 5% retainage (\$2,567.20) as outlined in the contract, \$48,776.80; 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 \$48,776.80 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #18; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings. Final Resolution: Motion Carries
Yes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

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

APPROVAL OF PAYMENT NO. 12 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 \$28,458.46; and

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

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$1,422.92; and

WHEREAS, The amount of payment the District will issue shall be \$28,458.46 less the required 5% retainage (\$1,422.92) as outlined in the contract, \$27,035.54; and

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

RESOLVED, That the Board of Education approves the payment of \$27,035.54 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #12; and further

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

Final Resolution: Motion Carries

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

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

APPROVAL OF CHANGE ORDER MKS-001 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 Niagara Falls Board of Education approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. MKS-001 for -\$5,000.00 to MKS Plumbing Corp 19 Ransier Dr 14 West Seneca, NY 14224

Final Resolution: Motion Carries

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

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

APPROVAL OF CHANGE ORDERJWDB-02 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 -\$71,552.58 to John W Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150

Final Resolution: Motion Carries

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

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

APPROVAL OF CHANGE ORDER JWDC-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. JWDC-02 for -\$50,488.46 to John W Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150.

Final Resolution: Motion Carries

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

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

APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, Building-Level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulation adopted and filed Building-Level Safety Plans for District Schools annually as required; and

WHEREAS, Building-Level School Safety Teams appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-Level School Safety Plan for their respective school; and

WHEREAS, a summary of each Building-Level School Safety Plan as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-Level School Safety Plans, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption and was held on May 8, 2025; and

WHEREAS, in August 2025, Section 2801-a (3) (a) of the Education Law of the State of New York, was amended, requiring school districts to include policies and procedures for response to sudden cardiac arrest in building level emergency response plans; and

WHEREAS, in response to this amendment to New Your State Law, District Administrators, together with the ON BOCES safety risk consultant amended Building-Level Safety plans to include specific procedures that address medical needs, transportation and emergency notification of parents/guardians in the event of a sudden cardiac arrest incident. now, therefore, be it

RESOLVED that the Board of Education approve and adopt the Building-Level School Safety Plans, as amended, and submitted by the Building-Level School Safety Teams for the respective schools, and be it further

RESOLVED, that the Building-Level School Safety Plans as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

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

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

Motion to “walk on” item 6.31.

Final Resolution: Motion Carries

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

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

APPROVAL OF A SPECIAL MEETING OCTOBER 15, 2025.

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 the Board of Education be held on the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, that a special meeting of the Board of Education be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 5:30 p.m., on Wednesday, October 15, 2025, for the purpose of considering and acting on such business as may properly come before the Board at a Regular meeting;

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.

Final Resolution: Motion Carries

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

Review of the Proposed Policy(ies)

Other Communications

Oral Communications - Public Comment on non-Agenda Items:

Information and Reports

Superintendent's Report

Mr. Laurrie's Comments:

The superintendent congratulated the students honored this evening; the graduation rate is now 87%.

The Smart Device Ban is going very well; parents, staff, students, are all cooperating to observe the ban. The District has had one elementary student who required consequences; at prep level, four pouches were damaged; at NFHS some students need reminding but then cooperated. The Superintendent thanks all for working so well on this.

Future Agenda will change to October 15; members who want to go to the SUNY Niagara event should advise Mrs. Glaser. A NFCS student will receive a full, two-year scholarship to SUNY Niagara for welding.

Mr. Laurrie spoke to city about the golf course, regarding Mr. Vilardo's suggestion that students could do that work; it will move forward.

It is homecoming weekend at NFHS.

Yesterday the Sleep in Heavenly Peace press conference went well; numerous requests have come in for beds. A donation of \$20,000 was received already. John Cousins donated \$10,000 himself. He is a founder of this collaboration with Niagara Falls.

The first “Say Yes Saturday Academy” will take place October 4, 2025 at CES, a prep rally will be held at HFA the week preceding. Amari Jenkins, a Hyde Park teacher, won a Dion Dawkins -funded field trip to Penn Dixie as the result of a video she made.

The External Audit has begun.

Board Members Report and Comments

Mr. Paretto commented on the fine work of the construction trades on ABOFA and how pleased he is that all our local workers, living and spending in the community.

Mr. Bass: Congratulations to the students honored this evening.

Mrs. Dunn: Pointed out that community member Ezra Scott Jr. also being recognized by SUNY Niagara.

Miss Kaur: The phone policy has been working, there are no significant problems with its implementation.

Mr. Vilardo: Congratulations to the students honored this evening. At his class reunion which took place Saturday, Mr. Rajczak expressed his thanks to the Board for its support of the students studying trades.

Mr. Petrozzi: John Cousins is a LSHS alumnus and friend; it is wonderful to be working with Sleep in Heavenly Peace. Thanks also to Mr. Burgess and Mr. Schmidt of the District for their work.

Mr. Cancemi: The Cousins family is a well-known one in Niagara Falls.

Congratulations to the students honored this evening. TY to BOE for hanging meeting date. First time our student full ride.

Mr. Bilson: Congratulated students honored this evening; inspiring. Thanked crew of Capital projects; the District is far ahead of others in making schools safer.

Mr. Paretto: Congratulations to the students honored this evening. As the ABOFA work is concluding, it should be noted that the District followed the PLA and hired union. Skilled trades are a depleted workforce right now. So glad the District is leading in educating the next generation of tradespeople.

The following was read into the record by Mr. Paretto:

As we close tonight’s meeting, I want to take a moment to thank Mr. Laurie for his many years of service and leadership to our District. With his retirement planned for June 30, we are grateful for the strong foundation he has helped build for our students, staff, and community.

With that, I’d like to officially note for the record that the Board will begin the process of sourcing candidates to find our next superintendent. Our goal is to identify a strong leader who will build on the great foundation Mark has established and we will begin the process internally to ensure we find the very best fit for our District.

As always we end our meeting in remembrance of those who served and contributed to our school community:

Sal Cioffi, retired Math teacher for 33 years in the NFCSD and the first Varsity Bowling Coach at LaSalle High School. He was the Uncle of Ken White (Cataract) and Wendy Magaddino (Bond).

Emily Dotts, mother-in-law of Barbara Dotts.

Mary Elizabeth Granieri, mother of Ray Granieri. Grandmother of Lauren Granieri.

Pam Latham, wife of Marcus Latham.

Advanced Planning

Future Agenda Items

Future Meeting Dates

October 9, 2025	October 15, 2025
1. Speak Life Twice - Rev. Coplin (Guest)	1. Head Start Update – Dr. Haley O’Stewart
2. Review of Board Meeting Agenda Items – Oct. 15 th Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i>	2. Review of Board Meeting Agenda Items – Oct. 15 th Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i>

Adjournment

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

Sal Cioffi, retired Math teacher and the first Varsity Bowling Coach at LaSalle High School. He was the Uncle of Ken White (Cataract) and Wendy Magaddino (Bond).

Emily Dotts, mother-in-law of Barbara Dotts.

Mary Beth Granieri, mother of Ray Granieri. Grandmother of Lauren Granieri.

Pam Latham, wife of Marcus Latham.

Final Resolution: Motion Carries

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

All in favor.

Respectfully submitted,

Judith Glaser
Judith Glaser, District Clerk