

**BOARD MEETING:** Regular Meeting  
**DATE:** Wednesday, June 15, 2022  
**TIME:** 6:00 p.m.  
**PLACE:** High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of June 15, 2022 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Response: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Superintendent Update
  - 2022-2023 Board Meeting Schedule
- Student Representative Update
- Administrative Update
- Federal Grant Update
- Capital Project Presentation

IX. Board Report

- Budget Committee
- Policy Committee

X. Intermunicipal Agreement

- Village of Naples Summer Recreation Program (Board Action)
- Municipal Cooperation Agreement (Board Action)

XII. Contractual Agreements (Board Action)

- CSEA Memorandum of Agreements

XIII. Business / Financial (Board Action)

- Discards
- Organizational Meeting
- Speech Therapy Services Agreement
- Policy Updates

XIV. Personnel (Board Action)

- Resignation
  - Food Service Helper
- Tenure Appointments
- Appointments:
  - Teacher – TOSA
  - Temporary Typist
  - School Bus Driver
  - Cleaner
- 2021-2022 Indoor Soccer Advisors
- 2022-2023 Extra-Curricular Advisors
- 2022-2023 Department Chairs
- 2022-2023 Summer Program Appointments
- Unpaid Family Leave
- Unpaid Leave

XV. Consent Agenda Items (Board Action)

- CSE, CPSE, and 504 Committee Recommendations
- Volunteer
- Substitutes
  - Teachers
  - Cleaner
  - Lifeguards
  - Teacher
  - Teacher Aide
  - Typist
  - Food Service Helper
  - Clerk

XVI. Adjournment (Board Action)

## Regular Meeting

June 15, 2022

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, June 15, 2022 at 6:01 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Kelley Louthan: Arrived at 6:02 p.m.  
Joseph Callaghan Steven Mark  
Carter Chapman Gail Musnicki  
Thomas Hawks: Arrived at 7:02 p.m.

Members Absent: Jacob Hall Maura Sullivan

Also Present: Kevin Swartz, Chad Hunt, Kristina A. Saucke, Nicole J. Green, Max Ryan and Pamela Claes.

Guests: Angela Rischpater, Victor Tomaselli, Kurt Vater, Russ Thompson

A quorum being present, the meeting was called to order at 6:01p.m. by 1st Vice President Joseph Callaghan.

**Motion: Steven Mark**

**2<sup>nd</sup>: Carter Chapman**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of June 15, 2022 as presented.

**Voting Yes: 5 Motion Carried**

**Voting No: 0**

Board member Kelley Louthan arrived at 6:02 p.m.

**Motion: Gail Musnicki**

**2<sup>nd</sup>: Kelley Louthan**

Resolved, that the Board of Education approves calling an executive session at 6:02 p.m. for the purpose of discussing the employment history of a particular person or persons.

**Voting Yes: 6 Motion Carried**

**Voting No: 0**

**Time out of Executive Session: 6:38 p.m.**

**Pledge of Allegiance**

**Public Comment: None**

**Points of Interest:**

1st Vice President Joseph Callaghan stated it was Board Member Carter Chapman's last night as a Board Member, thanking Carter for all the work he had done with the Facilities Committee and everything that they accomplished. Mr. Callaghan also noted that it was Board Member Thomas Hawks' last meeting as a Board Member as well, noting he had already expressed his thanks to Mr. Hawks.

Board Member Kelley Louthan stated he will be handing the diploma to his daughter Mackenzie at graduation and expressed his appreciation for the school, noting it's a great District and community and he is glad his children have been able to attend at NCS.

Superintendent Swartz expressed his thanks to Board Members Carter Chapman and Tom Hawks for their years of service to the board, thanking Carter for his insights on the facilities committee and his willingness to always put kids first, and Tom for always putting the Naples Central School community in the forefront and we will miss his enthusiasm and his energy, wishing Carter and Tom the best in their future.

**Capital Project Presentation:**

Vic Tomaselli, Kurt Vater and Russ Robinson presented an update on the Capital Project. Victor Tomaselli of SEI Design noted SEI has worked with Naples Central School on a number of previous projects, stating there are three main phases of development, schematic design, design development and construction documents, noting they are currently in the middle of design development so they have completed the schematic design package. Mr. Tomaselli, Mr. Vater and Mr. Robinson discussed information as presented in a PowerPoint presentation (Attached) including work completed to date; project updates; project budget; project schedule; and the next steps through the summer and into the fall. A period of questions, answers and discussion followed pertaining to information presented.

Board Member Thomas Hawks arrived at 7:02 p.m.

Superintendent Swartz thanked Mr. Hawks for everything he has done throughout his six years on the Board of Education, noting Tom always puts the Naples Community first, noting his passion and pride for the community shines through, thanking him for his service.

**Superintendent Recognitions & Updates:**

**Superintendent Update:**

Superintendent Swartz stated there have been a lot of activities going on here at school including three terrific concerts, at the High School and Elementary level; our Marching Band has had a great deal of success in various tournaments; Academic Awards; the Sports Banquet; and the Senior Parent Banquet coming up this weekend. Mr. Swartz stated it will be wonderful to see the entire class of students and their families come together to celebrate.

Superintendent Swartz recognized the boys Tennis Team, noting it's not about winning sectional trophies, stating that's not what is most important, adding it has been a year of growth for the team and it was great to see the seniors supporting the underclassmen and you could see that level of humility and team first approach. Mr. Swartz stated he was impressed by the level of sportsmanship shown, not only in victory but in that last defeat, adding it really made him proud.

Mr. Swartz noted regents testing had started that day as well as local assessments.

Superintendent Swartz thanked the administrators for all of the planning that goes into the last couple weeks of school. Mr. Swartz then thanked the staff, students and parents for their patience and resiliency shown over the year in dealing with COVID, adding he has appreciated their flexibility, noting if the District can find success under those conditions it is really exciting to think about how we can proceed next year under more normal circumstances, thanking everyone and Board of Education as well for their support throughout the year.

**Student Representative Max Ryan:**

Student Representative Max Ryan stated the Academic Banquet was held on June 2<sup>nd</sup>; the Jr/Sr High Chorus concert and Art Show on June 7<sup>th</sup>; the Sports Banquet on June 9<sup>th</sup>; June 15<sup>th</sup> was the

FLTCC Graduation at Marcus Whitman; June 16<sup>th</sup> would be the Senior Parent Banquet; and Graduation will be on Saturday, June 25<sup>th</sup> at 11:00 a.m.

Max stated the Boys Tennis team fell short at the state quarter finals for Class B Championships, losing 1-4, but it was an amazing achievement; School ended on June 14<sup>th</sup> and the Seniors had a breakfast at 8:00 a.m. in the cafeteria and then a walk through at the Elementary School; Regents started on the 15<sup>th</sup>; Elementary School Field day is Thursday and Friday is “water day” at the Elementary; Elementary School ends next Thursday; Monday, June 20<sup>th</sup> there is no school for Juneteenth; and Nadelcho Neumann will be the Student Representative to the Board of Education for the 2022-2023 School Year.

Max thanked everyone for the opportunity to serve as the Student Representative, noting it was a great opportunity to see how our District works and the effort put into making the school run effectively, and then wishing everyone present a good summer.

Board Member Maura Sullivan stated it had been a pleasure working with Max as the Student Representative.

#### Administrative Updates:

Secondary Principal Nicole J. Green stated she did not have much to add other than what has already been shared, noting it's the final push through testing and there are less than two weeks before graduation.

Elementary Principal Kristina A. Saucke stated the next two days will be a lot of fun with Field Day and then Water Day on Friday with sprinklers, slip and slides, and water balls.

School Business Administrator Chad Hunt stated the District has gone through year one of all of the Federal Grants, adding the District is required to talk in public session about any amendments the District requests to the Federal Grant, adding there are a couple amendments the District has received approval for. Mr. Hunt stated the first one is for the CRRSA, the Covid Response and Relief Supplemental Appropriations Act, which was from December of 2020, noting our initial allocation was \$676,000, the bulk of which went to the new ViewSonic boards; originally they had set aside about \$30,000 for professional development to help with staff learning how to use the new boards, however our IT Team was able to cover the training and the District did not have to use the \$30,000 for that; the District had also set \$35,000 aside for mobile hotspots in the event the District had to go remote again, however we did not need them; so the District has submitted an amendment to cover the addition of a STEAM teacher at the Elementary and a stipend to cover personnel for managing and reporting of information required by NYS to verify use of NYS grant moneys received by the District, noting that will be Christina Brautigam.

Mr. Hunt then discussed the American Rescue Plan Elementary and Secondary Emergency Relief Fund from March of 2021 noting the District had set aside \$120,000 for a Social Worker however we decided to go through BOCES for a Social Worker where we will get aid back, and so we will reallocate those moneys towards Director of Student Learning, Curriculum, and Assessment Lindsey Evershed-Pursel for the next two years as the funds are designated to combat and address learning loss due to Covid-19; the District also set aside \$186,000 to start a full day UPK program, but the District felt they needed to do some community outreach to determine if this is something the community wants before they move ahead with that idea, so they will put those moneys towards the Director of Facilities, another outside employee and a Building Maintenance Mechanic, noting use of the grant money for maintenance of facilities is allowed as it ensures healthy spaces for students and staff.

Building Maintenance Mechanic, noting use of the grant money for maintenance of facilities is allowed as it ensures healthy spaces for students and staff.

Elementary Principal Kristina A. Saucke stated before the District decides to put a full-time UPK into place we need to determine if it is something the community wants, adding we need to look at our enrollment numbers; what the impact would be on Little Bunch; and we should review neighboring schools who have a full-day program. Ms. Saucke noted a number of kids in kindergarten this year who did not have any UPK experience because it was during Covid and we want to be sure to build a good program. Mr. Hunt stated another factor is that when the state enacted their budget, they set aside money for every school to have a full-day UPK program.

Superintendent Swartz stated as we look to transition into July and the organization meeting, one of the things we need to do is to get the calendar set for the Board of Education meeting schedule, asking the board if they would prefer to have board meetings two times per month or once a month with committee meetings preceding the regular board meeting and also on once additional Wednesday of the month. Board discussion followed pertaining to the idea with the final consensus being to leave it as generally two board meetings per month. Superintendent Swartz stated he would have a draft calendar ready at the organizational meeting on July 13, 2022.

Policy Committee Report: Superintendent Swartz stated the committee had discussed the Diversity, Equity and Instruction initiative that the state wants to be sure that schools are looking at, adding he has discussions with other superintendents on how they are approaching that and one common approach other districts are taking is developing a set of guiding questions that would be used any time the district is adopting a policy or adjusting a curriculum or purchasing technology or offering a program they would ask in order to be mindful of those things, adding he will be working this summer to get a draft completed and hopefully it will be presented to the board in late summer or early fall. Mr. Swartz stated the other piece the committee spent time on was to review all of the policies related to technology, adding some of them are 10 or 12 years old which in the world of technology is an eternity in terms of how many things have changed, noting they were able to review four or five Policies and were able to redefine some language, add some pieces in that will meet the needs of technology today and pulled some things out that were antiquated and didn't meet those needs and at their next meeting they will complete the process of reviewing the technology related policies, adding Technology Coordinator Ben Pursell will sit in on that meeting as well so he is fully in the loop with the policy guidelines.

Board Member Steven Mark stated they will look to update the Technology Policies more frequently.

Board Member Thomas Hawks arrived at 7:02 p.m.

**Motion:** Carter Chapman  
**2<sup>nd</sup>:** Gail Musnicki

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-municipal Agreement between the Board of Education of the Naples Central School District and the Village of Naples in regards to use of the School District's pool for family and summer swimming programs, commencing June 27, 2022 and terminating on June 27, 2023.

**Voting Yes:** 7  
**Voting No:** 0

**Motion Carried**

**Motion: Steven Mark**  
**2<sup>nd</sup>: Kelley Louthan**

Resolved, that authorization is given for the Municipal Cooperation Agreement between Naples Central School and the Village of Naples, effective July 1, 2022 and ending on June 30, 2023, and authorization is given for Kevin R. Swartz, Superintendent to sign the Municipal Cooperation Agreement.

**Voting Yes: 7    Motion Carried**  
**Voting No: 0**

**Motion: Gail Musnicki**  
**2<sup>nd</sup>: Steven Mark**

**Resolved, that the Board of Education approves the following Contractual Agreement resolutions as presented:**

- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples CSEA and the Naples Central School District regarding Article IX of the collective bargaining agreement, allowing certain 12-month unit members to carry over all of their vacations days they could not use during the 2021-2022 school year, effective for the 2022-2023 school year only.
- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples CSEA and the Naples Central School District regarding Article VII of the collective bargaining agreement, clarifying payment for holidays for 10-month employees.

**Voting Yes: 7    Motion Carried**  
**Voting No: 0**

**Motion: Steven Mark**  
**2<sup>nd</sup>: Gail Musnicki**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:**

- Resolved that approval be given for the following to be declared surplus property and approval given to discard as per Policy #5250:
  - Food Service Department:  
One (1) Double stack Oven from the Elementary School Kitchen
- The Board of Education meeting date for the 2022-2023 Organizational Meeting is designated as follows: July 13, 2022 at 6:00 p.m.
- Resolved, that the Juventas Physical, Occupational, and Speech Therapy Services, PLLC, is hereby approved to enter into a, Independent Contractor Agreement for the purpose of providing Speech Therapy services for students enrolled in the Naples Central School District effective July 1, 2022. (Agreement attached)
- Upon the recommendation of the Policy Committee, with no second reading required as per Policy # 1410, approval is hereby given for the following Policies:
  - Policy # 8320: Objectives for the Selection of Instructional Materials for the School Library Center
  - Policy # 8330: Challenged Materials Policy
  - Policy # 8330F: Citizen's Request for Re-Evaluation of Instructional Materials Form
  - Policy #8330CF: Materials Evaluation Committee Report Form

**Voting Yes: 6    Motion Carried**  
**Voting No: 0**  
**Abstain: 1 Kelley Louthan**

**Motion: Carter Chapman**

**2<sup>nd</sup>: Kelley Louthan**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that the Board of Education approves the resignation of Kristy Pentycofe, Food Service Helper, with regret, effective June 24, 2022, last day of employment June 23, 2022.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following tenure appointments in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
  - Laurie Fitzgerald, to a tenure as an Elementary Education Teacher, effective July 1, 2022. The certification areas and status are Nursery, Kindergarten & Grades 1-6, Permanent; and Special Education, Permanent. Salary for the 2022-2023 school year will be Step 26 of the 2022-2023 Salary Distribution Schedule – Masters.
  - Hanna T. Fox, to tenure as an Elementary Special Education Teacher, effective July 1, 2022. The certification area and status are Childhood Education 1-6, Initial; and Students with Disabilities 1-6, Initial. Salary for this position will be Step 5 of the 2022-2023 Distribution Schedule – Bachelors.
  - Antone Olney, to tenure as a Mathematics Teacher, effective July 1, 2022. The certification area and status are Mathematics 7-12, Professional. Salary for this position will be Step 5 of the 2022-2023 Distribution Schedule – Masters.
  - Kelliann E. Panara, to tenure as an Elementary Teacher, effective July 1, 2022. The certification area and status are Childhood Education 1-6, Professional; Early Childhood Education Birth-Grade 2, Professional; Students with Disabilities 1-6, Professional; Students with Disabilities Birth-Grade 2, Professional; Literacy B-Grade 6, Professional; and Literacy Grade 5-12, Professional. Salary for this position will be Step 5 of the 2022-2023 Distribution Schedule – Masters.
  - Heather Reigelsperger, to tenure as a Spanish Teacher, effective July 1, 2022. The certification area and status are Spanish 7-12, Permanent. Salary for this position will be Step 26 of the 2022-2023 Distribution Schedule – Masters.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following appointments:
  - Carrie Grove, as a 1.0 FTE Teacher on Special Assignment, Instructional Specialist, effective July 1, 2022 and expiring on June 30, 2023. The certification area and status are Pre-Kindergarten, Kindergarten and Grades 1-6, Permanent. Salary for the 2022-2023 school year will be Step 25 of the 2022-2023 Salary Distribution Schedule – Masters.
  - Kyle Wilkes, 690 County Road 6, Phelps, NY 14532, as a Temporary Typist to help in the Technology Department, effective July 1, 2022 through August 30, 2022 at the rate of \$15.00/hour.

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June 15, 2022

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointment, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
  - Kelly Hutchinson, 1515 Italy Valley Road, Middlesex, NY 14507, as a School Bus Driver, effective August 29, 2022, at the rate of \$22.00/hour.
  - Jared Hartman, 155 South Main Street, Naples, NY 14512, as a Cleaner, effective June 26, 2022, at the rate of \$13.20/hour.
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2021-2022 School Year, salary as per negotiated agreement:
  - Indoor Soccer, Boys: Ryan Betrus
  - Indoor Soccer, Girls: Frank Gleichauf
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2022-2023 School Year, salary as per negotiated agreement:

Grade 7 Advisor: Alyson Powers  
Grade 8 Advisor: Elisha Burger  
Grade 9 Advisor: Shelly Hannacker  
Grade 10 Advisor: Jonathan Betrus  
Grade 11 Advisor: Colleen Betrus  
Grade 12 Co-Advisor: William Murphy  
Grade 12 Co-Advisor: Jaime Weller  
Choral Director: Margaret Crabb  
Indoor Soccer - Boys: Ryan Betrus  
Indoor Soccer – Girls: Frank Gleichauf  
Language Clubs: Spanish: Heather Reigelsperger  
Language Clubs: French: Lindsey Alongi  
Naples Robotics: Patrick Freivald  
Naples Robotics Tech Support: Adam Robison  
Elementary Beginning/Band: Will Hope  
Elementary Library Club: Gretchen Pulver – No Stipend  
Elementary Vocal Music: Julie Austin  
Environmental Club: Jonathan Betrus – No Stipend  
Flying Fajitas Club: Robert Birdsall – No Stipend  
NCS Health Club: Alyson Powers – No stipend  
Girls Who Code: Antone Olney  
High School Library Club: Colleen Betrus – No stipend  
High School Chorus Club: Margaret Crabb – No Stipend  
9<sup>th</sup> Grade Mentoring: Colleen Betrus  
9<sup>th</sup> Grade Mentoring: Alyson Powers  
Model U.N.: Gregory Parzych  
National Honor Society: Lindsey Alongi  
NCS Musical Director: Julie Austin

NCS Musical Vocal Instruction: Margaret Crabb  
NCS Musical Choreographer: Hanna Fox  
NCS Softball Co-Advisor: Alyson Powers – No stipend  
NCS Running Club: Collen Betrus – No Stipend  
NCS Swim Team Advisor: Alinda Gangi – No stipend  
One Club: Monica Kastner – No stipend  
Operation Santa Advisor – Kelly VandeSande  
Outdoor Adventure Club: Jonathan Betrus  
Peer Leadership Advisor: Bill Murphy – No stipend  
P.L.A.N.T. Club Advisor: Kyle Inda – No Stipend  
Project Based Learning Advisor: Colleen Betrus-No Stipend  
Rotary Interact Club: Analisa Chapman  
Ski Club Advisor: Abigail Castle  
Senior High Band Director: Philip Bariteau  
Stand Up Club: Lesah McMullen  
Steel Pan Band: Julie Austin  
Student Council-Elementary: Laurie Fitzgerald  
Student Council-Elementary: Julie Fitzpatrick  
Student Council -Junior High: Lindsey Alongi  
Student Council -Senior High: William Murphy  
Clay Target Team: Jonathan Betrus  
Ultimate Fitness Club: Brian Battle – No Stipend  
Yearbook: Co-Advisor: Evelyn Letta  
Yearbook: Co-Advisor: Crystal Cole-Adams  
Color Guard - Spring: Elisha Burger  
Marching Band - Spring: Philip Bariteau  
Technology Assistant to the Swim Team: Melinda Foster



## Regular Meeting

June 2, 2021

- Resolved, that the Board of Education approves the following Department Chairpersons for the 2022-2023 School Year, as per the Naples Teachers' Association current contract:

UPK - 2<sup>nd</sup> Grades: Brittany Ritz

3<sup>rd</sup> - 4<sup>th</sup> Grades: Christine Arsenault

5<sup>th</sup> - 6<sup>th</sup> Grades: Aaron O'Rourke

Elementary - Special Services UPK - 6: Lauren Eisinger

High School - Special Services 7-12: Brenda Boylan

High School - Career Science: Chad Ayers

High School - English Language Arts: Jamie Weller

High School - Foreign Languages: Analisa Chapman

High School - Guidance: William Murphy

High School - Mathematics: Adam Robinson

High School - Science: Ann Kretschman

High School - Social Studies: Matthew Green

District - Fine Arts K-12: Phillip Bariteau

District - Health Coordinator K-12: Alyson Powers

District - Physical Education K-12: Robert Birdsall

Team Leader – Grade 7: Alyson Powers

Team Leader – Grade 8: Jamie Weller

- Resolved, that the Board of Education approves the following Summer Program appointments:

Summer Academy Program Teachers for the time period of July 5, 2022 through August 4, 2022, Monday through Thursday, unless otherwise indicated, salary as per negotiated agreement:

Christine Arsenault

Alinda Gangi

Jessica Mothersell

Philip Bariteau

Kyle Inda

Aaron O'Rourke

Mary Cloninger

Jeffrey Liebentritt

Adam Robison

Laurie Fitzgerald

Cassandra Montemarano

Cassandra Wicker

Shane Taillon (Building Substitute Rate)

Shelly O'Rourke at the rate of \$55.83/hour

Kelly Hall (Substitute Teacher Rate)

Sarah Waltman & Jeanne Black – Benchmarking: Up to 5 days to be scheduled between July 25<sup>th</sup> and August 4<sup>th</sup>

Summer Academy Teacher Aides, for the time period of July 5, 2022 through August 4, 2022, Monday through Thursday, salary as per negotiated agreement:

Rachel Miller

Kathy Stanton

Leanne Parsell

Summer Academy Program Temporary Teacher Aides for the time period of July 5, 2022 through August 4, 2022, Monday through Thursday, at the rate of \$13.20/hour:

Laura Wixom

Extended School Year Special Education Teachers, for the time period of July 5, 2022 through August 12, 2022, Monday through Friday, unless otherwise indicated, salary as per negotiated agreement:

Jodie Schwartz

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**June 15, 2022**

Extended School Year Special Education Teacher Aides, for the time period of July 5, 2022 through August 12, 2022, Monday through Friday salary as per negotiated agreement:  
Melinda Foster                      Jessica Rice

Extended School Year Special Education Temporary Teacher Aides, for the time period of July 5, 2022 through August 12, 2022, Monday through Friday, at the rate of \$13.20/hour:  
Ashlee Irwin Stedge

Extended School Year Support Staff, salary as per negotiated agreement:  
Tammy Matthews, Counseling and Program Staff Leader (Extra hours as needed)  
Nicole Dillon, Occupational Therapy (Contracted through BOCES)  
Janice Green, Speech Therapy (Contracted through Juventas)  
Julie Austin, Music Therapy: One day/week

Additional Staffing:  
Carrie Grove: Instructional Coach, up to twenty days in addition to summer professional development days.

Summer Program Substitutes:  
Lauren Eisinger                      Anneshia VanBortel                      Kathy Riesenberger  
Amy Lincoln                              Trisa Harvey

- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work as substitutes in the Extended School Year or Summer Academy programs as needed, salary as per negotiated agreement.
- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work summer hours as needed, salary as per negotiated agreement.
- Resolved, that the Board of Education approves the request of Therese Marble, English Teacher, for an unpaid family leave of absence commencing from July 1, 2022 through June 30, 2023.
- Resolved, that the Board of Education approves the request of Judy Miller, Typist, for unpaid days on June 16, 2022 and June 17, 2022.

**Voting Yes: 7                              Motion Carried**  
**Voting No: 0**

**Motion: Robert Brautigam**  
**2nd: Carter Chapman**

**Resolved, that the Board of Education, upon the recommendation of Superintendent Kevin Swartz, approves the Consent Agenda Items as presented:**

- a. Resolved, that the Board of Education approves committee recommendations from the following meetings:
  - Committee on Special Education actions of May 5, 2022; May 10, 2022; May 17, 2022; and June 8, 2022.
  - Committee on Preschool Special Education action of May 17, 2022.
  - 504 Committee actions of May 10, 2022; and May 11, 2022.

b. Resolved, that the Board of Education hereby approves the following Volunteer:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Kenneth Murray	Volunteer	8634 State Route 21, Naples, NY 14512

**Regular Meeting**

**June 15, 2022**

- c. Resolved, that the Board of Education hereby approves the following Substitute Appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Crystal Cole-Adams	Teacher	7971 Hickory Bottom Road, Naples, NY 14512 - Effective 05/19/22
Kari Drake	Cleaner	4805 Route 245, Naples, NY 14512
Owen Yates	Lifeguard	6154 State Route 53, Prattsburgh, NY 14873
Abigail Betrus	Lifeguard	24 Academy Street, Naples, NY 14512
Parker Smith	Lifeguard	150 Martin Road, Naples, NY 14512
Kendra Hulbert	Lifeguard	6303 West Hollow Road, Naples, NY 14512
Jessica Mothersell	Lifeguard	243 Gorham St., Apt.1201, Canandaigua, NY 14424

- d. Resolved, that the Board of Education hereby approves the following Substitute Appointment, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Barbara Mark	Teacher	153 North Main Street, Naples, NY 14512
Barbara Mark	Teacher Aide	153 North Main Street, Naples, NY 14512
Barbara Mark	Typist	153 North Main Street, Naples, NY 14512
Barbara Mark	Food Service Helper	153 North Main Street, Naples, NY 14512
Barbara Mark	Clerk	153 North Main Street, Naples, NY 14512

**Voting Yes: 6**  
**Voting No: 0**  
**Abstain: 1 Steven Mark**

**Motion Carried**


**Motion: Thomas Hawks**  
**2<sup>nd</sup>: Gail Musnicki**

There being no further business, the Regular Meeting of June 15, 2022 is hereby adjourned at 7:44 p.m.

**Voting Yes: 7**  
**Voting No: 0**

**Motion Carried**

Dated this 15<sup>th</sup> day of June 2022



Pamela Jo Claes, District Clerk

**NAPLES**  
CENTRAL SCHOOL DISTRICT


**BOE UPDATE**  
June 15, 2022

SEI design group | appel osborne landscape architecture | bpd MUNICIPAL FINANCE | LECHASE®

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## Agenda

- Work to Date
- Project Updates
- Project Budget
- Schedule
- Next Steps
- Questions?



## Work To Date

- Onsite Documentation by Design Team.
- Conducted User Group Meetings with District Staff.
- Developed/Updated Scope with District Staff.
- Conducted Monthly OACM Meetings with District and LeChase.
- Updates with Facilities Planning Committee Monthly.
- Completed Schematic Design Submission for Estimate Development by LeChase.
- Completed Schematic Design Estimate.



## Work To Date



Completed Concept Development & Schematic Design  
Currently in Design Development



## Project Updates

### ➤ **Elementary School:**

- Classroom Scope
  - Two Teaching Stations / Cubbies / Toilet Rooms / A/C Option
- Corridors – New Floor, Wall and Ceiling Finishes
- ADA / Security Hardware Upgrades (Keyless Access)
- Gymnasium Scope
  - Bleachers, Backboards, Wall Pads, Gym Wood Floor
- Emergency Generator
- Select Window Replacements

**NOTE:** Continued Meetings With Stakeholders To Solicit Input Will Be Scheduled



## Project Updates

### ➤ **Jr. / Sr. High School:**

#### Phase 1

- Roof Replacement (1998 Addition)
- Submitted to SED for review, 5/2/22.
- Construction Fall 2022 through TIPS Procurement.

#### Phase 2

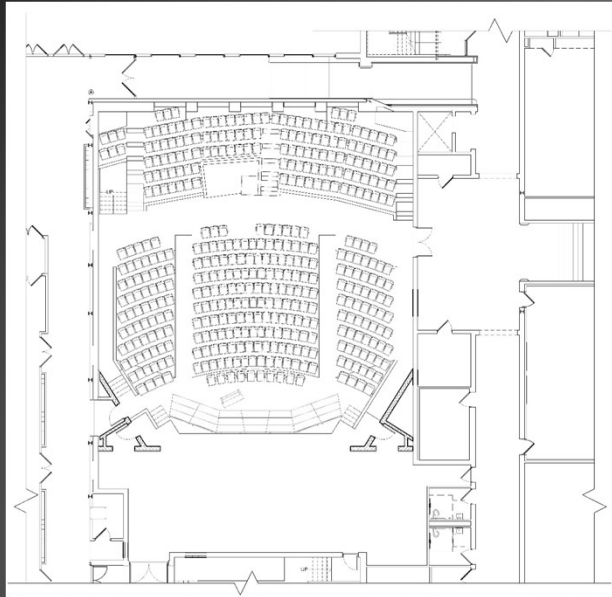
- Auditorium Renovations
  - Larger Seating Area, Larger Stage with Sound System, Rigging, Lighting, Curtains, Seats, Storage.
- ADA / Security Hardware Upgrades (Keyless Access).

**NOTE:** Continued Meetings With Stakeholders To Solicit Input Will Be Scheduled



# High School Auditorium

Proposed



## Project Updates

### ➤ **Playing Field Upgrades (Baseball/Softball):**

- Top Dress Fields and New Infield Mix.
- Provide Scoreboards.
- Provide Portable Dugouts with Concrete Pads.
- Provide/Replace Fencing and New Backstop at Softball Field.

**NOTE:** Continued Meetings With Stakeholders To Solicit Input Will Be Scheduled

# Project Updates


➤ **Playground Improvements:**

- Replace Wood Playground Equipment
- Provide 1st-4th Grade Play Area within the Running Track
- Provide 5th-6th Grade Play Area within the Running Track
- Existing Space Climber Remains
- Provide Pre-K Play Area Near Elementary Building
- Provide Fitness Equipment Adjacent to Running Track

**NOTE:** Continued Meetings With Stakeholders To Solicit Input Will Be Scheduled




## Master Budget: Pre- Ref



Naples Central School District

Date: 6/11/2021  
 Project Referendum  
**\$ 16,320,000**

Contractor	Estimated Bid Day Cost	Phase of Estimate	Design		Project Contingency Less Executed Change Orders to Date		Total Construction Cost	Incidental Cost 22%	Total Project Cost	Delta vs Referendum
			Contingency	Escalation	Change Orders to Date	Change Orders to Date				
General Contractor	\$ 5,850,230.00	PRE-Ref	\$ 585,023.00	\$ 479,718.86	\$ 585,023.00	\$ 7,499,994.86	\$ 1,287,050.60	\$ 8,787,045.46		
Site Contractor	\$ 1,740,000.00	PRE-Ref	\$ 174,000.00	\$ 142,680.00	\$ 174,000.00	\$ 2,230,680.00	\$ 382,800.00	\$ 2,613,480.00		
Electric Contractor	\$ 1,679,500.00	PRE-Ref	\$ 167,950.00	\$ 137,719.00	\$ 167,950.00	\$ 2,153,119.00	\$ 369,490.00	\$ 2,522,609.00		
Mechanical Contractor	\$ 759,700.00	PRE-Ref	\$ 75,970.00	\$ 62,295.40	\$ 75,970.00	\$ 973,935.40	\$ 167,134.00	\$ 1,141,069.40		
Plumbing Contractor	\$ 273,500.00	Pre-Ref	\$ 27,350.00	\$ 22,427.00	\$ 27,350.00	\$ 350,627.00	\$ 60,170.00	\$ 410,797.00		
Capitalized Interest		Pre-Ref					\$ 845,000.00			
<b>Total</b>	<b>\$ 10,302,930.00</b>		<b>\$ 1,030,293.00</b>	<b>\$ 844,840.26</b>	<b>\$ 1,030,293.00</b>	<b>\$ 13,208,356.26</b>	<b>\$ 3,111,644.60</b>	<b>\$ 16,320,000.86</b>	<b>\$ (0.86) 0.00%</b>	





# Master Budget: Schematic Design



## Naples Central School District

Date: 6/13/2022

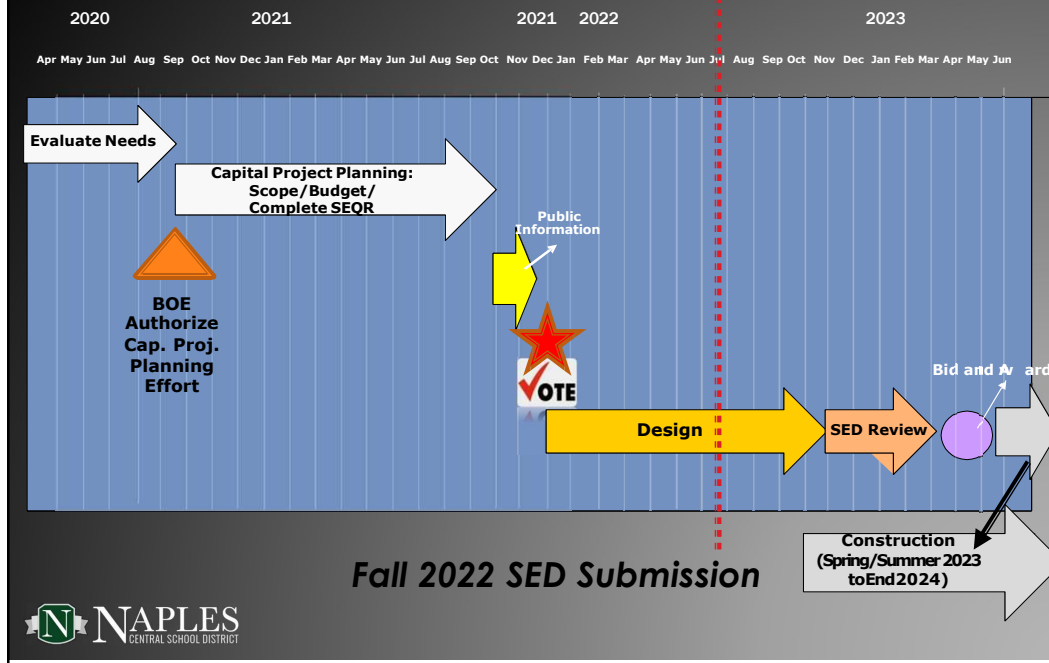
Project Referendum

\$ 16,320,000

Contractor	Estimated Bid Day Cost	Phase of Estimate	Design		Project Contingency		Construction Cost	Incidental Cost	Total Project Cost	Delta vs Referendum
			Contingency	Escalation	Less Change Orders to Date	Executed Change Total Orders to Date				
General Contractor	\$ 6,483,395.60	SD	\$ 648,339.56	\$ 518,671.65	\$ 518,671.65	\$ 8,169,078.46		\$ 8,169,078.46		
Site Contractor	\$ 1,145,108.80	SD	\$ 114,510.88	\$ 91,608.704	\$ 91,608.70	\$ 1,442,837.088		\$ 1,442,837.09		
Electric Contractor	\$ 2,555,899.50	SD	\$ 255,589.95	\$ 204,471.960	\$ 204,471.96	\$ 3,220,433.370		\$ 3,220,433.37		
Mechanical Contractor	\$ 1,458,942.10	SD	\$ 145,894.21	\$ 116,715.37	\$ 116,715.37	\$ 1,838,267.05		\$ 1,838,267.05		
Plumbing Contractor	\$ 615,913.10	SD	\$ 61,591.31	\$ 49,273.048	\$ 49,273.05	\$ 776,050.51		\$ 776,050.51		
Elmer Davis Roof	\$ 203,420.00	Bid								
<b>Total</b>	<b>\$ 12,462,679.10</b>		<b>\$ 1,225,925.91</b>	<b>\$ 980,740.73</b>	<b>\$ 980,740.73</b>	<b>\$ 15,446,666.47</b>	<b>\$ 3,526,153.23</b>	<b>\$ 18,972,819.70</b>	<b>(\$ 2,652,819.70)</b>	
									<b>13.98%</b>	



# Proposed Project Schedule





## Next Steps

- Continue Design Development Through July. Prepare for SED Submission in Fall.
- Continue to Meet with the District Monthly.
- Provide Updated Estimate in Late Summer.
- Watch Market Conditions and Evaluate Possible Design Alternates with the District.



**QUESTIONS ?**

**Thank You !**



**SEI** design  
group



## INTERMUNICIPAL AGREEMENT

This agreement made on the 15<sup>th</sup> day of June, 2022, by and between the Board of Education of the Naples Central School District (hereinafter “School District”) and the Village of Naples (hereinafter “Village”).

1. Objective: The Village of Naples Recreation Department seeks to use the School District’s pool for family and summer swimming programs.
2. Term: This Agreement shall commence on June 27, 2022, and terminate on June 27, 2023
3. Description of the Pool: The School district shall provide access to its pool and pool facilities including locker-room for use by the Village during the term of the Agreement (“Pool”).
  - 3.1 Description of the Programs: The Village will use the Pool for its open family swim nights and summer swimming program. Both programs will commence and terminate with the term of this agreement.
  - 3.2 Condition of the Pool: The Village will maintain the general condition of the Pool in the same or better condition throughout the duration of this Agreement as it is in at the commencement of this Agreement.
  - 3.3 Access, Hours, and Closing: The Parties will agree on the terms of Access to the Pool. Including method and hours of access and method and responsibility for closing the pool when not in use. These terms will be annexed to this Agreement as “Schedule A.”
4. Consideration: In exchange for allowing the Village to use the Pool, the School District will benefit from the Village’s provision of Summer Swimming Programs to District students and residents.
5. Responsibilities of the Village:
  - 5.1 Facility Use – the Village will complete the Facility Use process
  - 5.2 Pool Maintenance: The Village shall be responsible for all costs and actions required for general maintenance of the Pool during Village Program Hours during the term of this Agreement.
  - 5.3 Lifeguards: The Village shall employ Red Cross certified lifeguards approved by Civil Service and the Village Board. The Village shall be solely responsible for the employment of said lifeguards including but not limited to compliance with all Federal, State, and local employment laws, as well as any negligent acts of omissions committed by said lifeguards during the term of the Agreement.

5.4 Insurance: The Village shall obtain insurance which complies with the requirements of the School District's insurance company. A certificate of Insurance shall be provided to the School District on or before June 27, 2022

5.5 Damage to the Pool:

- A. In the event of intentional damage by a participant(s). every attempt will be made to hold the perpetrators responsible for any costs associated with their decisions and actions.
  
- B. In the event of a system malfunction due to damage. The Village and School District agree to mutually investigate and determine a fair, equitable resolution.

5.6 Indemnification: The Village shall indemnify, defend, and hold harmless the School District, its agents, and employees, from any and all claims, actions, suits, or expenses which arise out of or are in connection with the use of the Pool during the term of the Agreement and/or arise out of or are in connection with any other terms under this Agreement.

The foregoing constitutes the entire Agreement of the parties. Any modifications to this Agreement shall be made in writing and executed by both municipalities.

VILLAGE OF NAPLES

NAPLES CENTRAL SCHOOL

\_\_\_\_\_  
By: Brian Schenk  
Title: Mayor

\_\_\_\_\_  
By: Jacob Hall  
President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval by the Naples Board of Education on June 15, 2022.

## MUNICIPAL COOPERATION AGREEMENT

AN AGREEMENT, made by and between the Village of Naples, a municipal corporation having its offices located at 106 S. Main St., Naples, NY 14512 (hereafter The Village) and the Naples Central School District having its main office located at 136 North Main Street, Naples, NY 14512 (hereafter The School);

WITNESSETH:

WHEREAS, Section 119-0 of the General Municipal Law of the State of New York authorizes municipalities to enter into municipal cooperation agreements for the purpose of sharing labor and equipment and other resources; and

WHEREAS, The Village and The School wish to enter into a municipal cooperation agreement for the purpose of sharing such resources;

NOW THEREFORE, in consideration of the promises and covenants contained herein, it is mutually understood and agreed by and between the parties hereto as follows:

1. The Village and The School shall designate one or more coordinators who shall be authorized to request from or render to the other party such assistance as may be appropriate under this agreement. Each coordinator shall request or render assistance under the guidelines established by each party's governing body.
2. Each party hereby grants to its coordinator the authority to enter into any shared service arrangement with the other party subject to the following:
  - A. Each party agrees to rent, borrow, or exchange from the other materials, machinery, or equipment, with or without operators, which it may need for its purposes as determined by the party's coordinator. The value of the materials, supplies, machinery, or equipment borrowed by one party from the other must be returned in the form of similar types and amounts of equipment, materials or supplies or by the giving of services of equal value, to be determined by the respective coordinators.
  - B. The determination as to whether such equipment, with or without operators or supplies is available shall be made by the assisting party. If the coordinator determines that it will be in his party's best interests to lend to the other party, the coordinator is hereby authorized to do so.
  - C. Each party hereby reserves the right to refuse or withdraw assistance at any time based upon the assisting party's own needs.
  - D. It is the express intention of both parties that no payment shall be made by either party to the other in return for services rendered or equipment provided. Rather, the consideration running to each party shall be the availability of such services, and equipment from each other. Each party shall keep accurate and up to date records of all activities performed pursuant to this agreement which shall be made available for inspection by the other party upon request.

- E. All employees of the assisting party shall be deemed to be performing services for the assisting party and shall be provided with salary and benefits in accordance with the policies of the assisting party.
  - F. All equipment and the operator thereof, for purposes of workers' compensation, liability, disability and any other relationship with third parties shall be considered the equipment of, and employee of, the assisting party.
  - G. Each party shall be responsible for its own employees, including, but not limited to workers' compensation, salary, benefits, and all insurances.
  - H. In the event that equipment being operated by an employee of the assisting party is damaged or is otherwise in need of repair while working for the other party, the assisting party shall be responsible for making such repair. In the event that equipment is damaged while being operated by an employee of the party receiving assistance, the receiving party shall be responsible for the repair of the damaged equipment.
  - I. Each party shall be responsible for the negligent acts resulting from the activities of its own employees rendered pursuant to this agreement, and each party does hereby indemnify, release, and hold harmless the other party from all loss, claims, damages, suits, or causes of action including reasonable attorney's fees for personal injury, including death, or damage to property arising out of any act or omission pursuant to this agreement, unless the same shall have been caused by the gross negligence or willful misconduct of the other party.
  - J. Each party shall carry and shall maintain in force during the term of this agreement general liability insurance coverage and business auto liability insurance coverage with minimum limits of \$ 1,000,000.00 per occurrence or accident together with all statutory insurance coverage, including but not limited to workers' compensation and disability insurance. Each party shall be named as an additional insured on the other's liability insurance policy(ies). Proof of insurance coverage shall be provided by each party to the other and shall be subject to the approval of the other party prior to the effective date of this agreement.
3. Each party hereby agrees that it is now and shall remain in compliance with all State and Federal statutes, rules, and regulations, including, but not limited to the Labor Law of the State of New York. All statutory provisions applicable to this agreement are hereby incorporated by reference.
  4. No waiver, modification or other alteration of any of the terms of this agreement shall be valid unless set forth in a written document signed by each party to which shall be affixed an authorizing resolution of the governing board of each party.

5. This agreement shall be for a term of one (1) year, commencing on the 1<sup>st</sup> day of July, 2022 and ending on the 30<sup>th</sup> day of June, 2023.

In Witness Whereof, the parties have hereunto set their hands and seals this 15<sup>th</sup> day of June, 2022

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Village of Naples  
By: Brian Schenk, Mayor

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Naples Central School  
By: Kevin Swartz, Superintendent

**NAPLES CENTRAL SCHOOL**  
136 NORTH MAIN STREET  
NAPLES, NEW YORK 14512



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA, INC.),  
LOCAL 1000, AFSCME, AFL-CIO,  
NAPLES CSD SUPPORT STAFF UNIT #7853  
ONTARIO COUNTY LOCAL 835,**

The Naples Central School District (hereinafter referred to as the “District”) and the CSEA, Inc. (hereinafter referred to as the “CSEA”), (collectively referred to as the “Parties”) are parties to a collective bargaining 2019-2025 Agreement (hereinafter referred to as the “CBA”) and recognize:

1. Article IX of the CBA discusses vacation leave certain 12-month employees;
2. Article IX, section 9.2 indicates how many vacation days may be carried forward from year to year based on years of service at the District;
3. Due to the staff shortage during the 2021-2022 school year, certain 12-month unit members were unable to use their vacation time; and
4. The Parties wish to resolve certain issues within each of the above referenced sections and in the best interest of the CSEA and the District.

Therefore, the Parties agree as follows:

1. For the 2022-2023 school year only, 12-month employees shall be entitled to carry over all of their vacation days that they could not use during the 2021-2022 school year.
2. This Agreement shall sunset and be considered null and void on June 30, 2023, and the contractual amount of carry over vacation days shall continue to be governed by Article IX, Section 9.2.
3. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative, and/or CSEA Unit Officer regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.
4. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.



**For the CSEA, Inc.**

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Paul Peters  
Labor Relations Specialist

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Date

---

Midge Guerri  
Local CSEA Unit President

---

Date

**For the District**

---

Kevin Swartz  
Superintendent

---

Date

**NAPLES CENTRAL SCHOOL**  
136 NORTH MAIN STREET  
NAPLES, NEW YORK 14512



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA, INC.),  
LOCAL 1000, AFSCME, AFL-CIO,  
NAPLES CSD SUPPORT STAFF UNIT #7853  
ONTARIO COUNTY LOCAL 835,**

The Naples Central School District (hereinafter referred to as the “District”) and the CSEA, Inc. (hereinafter referred to as the “CSEA”), (collectively referred to as the “Parties”) are parties to a collective bargaining 2019-2025 Agreement (hereinafter referred to as the “CBA”) and recognize:

1. Article VIII of the CBA discusses holidays for certain 12-month and 10-month employees;
2. Article VIII, section 8.2 specifically indicates the paid holidays for 10-month employees and when the holidays will be paid;
3. The work year for certain 10-month employees ends before the Juneteenth holiday; and
4. The Parties wish to resolve certain issues within each of the above referenced sections and in the best interest of the CSEA and the District.

Therefore, the Parties agree as follows:

1. Article VIII, Section 8.2 will be updated to indicate that 10-month employees shall receive no less than five (5) and no more than six (6) paid holidays each school year if their work schedules mandate them to work during the applicable holiday. For example, if a 10-month employee’s work schedule ends on June 10, the employee will not receive Juneteenth as a sixth paid holiday, but if the 10-month employee’s work schedule ends on June 23, the employee will receive Juneteenth as a sixth paid holiday if it falls on a Sunday (celebrated on following Monday) or a Weekday.
2. Article VIII, Section 8.2 will also be updated to indicate that all holidays will be paid in the pay period worked, rather than the first pay period in December of each contract year.
3. This change shall take effect immediately and shall be included in the successor agreement to the 2019-2025 CBA.
4. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative, and/or CSEA Unit Officer regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.

5. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

**For the CSEA, Inc.**

\_\_\_\_\_  
Paul Peters  
Labor Relations Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Midge Guerri  
Local CSEA Unit President

\_\_\_\_\_  
Date

**For the District**

\_\_\_\_\_  
Kevin Swartz  
Superintendent

\_\_\_\_\_  
Date

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into   **JUNE 15**  , 2022, and is effective July 1, 2022 (the "Effective Date") by and between **Juventas Physical, Occupational, and Speech Therapy Services, PLLC**, of 614 Steege Hill Road, Corning, New York 14830 (the "Provider"), and **Naples Central School District**, ("District,"), 136 North Main Street, Naples, NY, 14512, and herein collectively referred to as the "Parties" and each a "Party".

WHEREAS, the District is in need of speech therapy services and Provider is willing to supply those services to District; and

WHEREAS, the parties wish to outline their working relationship under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### **1. Scope of Engagement.**

a. Provider shall provide speech therapy services, both direct and indirect, (collectively, the "Services" and more specifically defined herein) for the District at the locations requested by the District from time to time.

b. Provider and District shall in good faith mutually determine the dates and times that Provider is to provide the Services.

c. Provider shall provide all Services in a competent and professional manner in accordance with the standards of professional practice, the policies, procedures, and guidelines of the District, and all applicable laws, rules, and regulations.

d. At the District's expense, the District shall supply Provider with suitable working space for rendering services consistent with Section 1(d), above. The physical space shall be appropriate for safe and confidential therapy services.

e. At the District's expense, the District shall supply Provider with student-specific specialized equipment and supplies. Provider will supply all other general therapy equipment and supplies.

### **2. Services.**

a. Direct Services include:

i. Speech therapy services to students as identified through the Committee for Special Education ("CPSE/CSE") process. These services include evaluation of and treatment and planning for speech-language and oral-motor dysfunction.

ii. Provider participation in CPSE/CSE meetings.

iii. Consultation and guidance regarding developmental motor function.

iv. Assistance with special education program planning.

- v. Staff development for District employees on speech-language development and classroom strategies.
- vi. Any other activity requiring direct interaction and physical presence of Provider.

b. Indirect Services include:

- i. Recommendations for and implementation of individualized education plan (“IEP”) for students receiving direct services.
- ii. Regular communication with District staff and student’s parents regarding student needs and services, as well as communicating the performance of student through progress reports, IEP documentation, phone calls and other media as appropriate.
- iii. Maintenance of contemporaneous and accurate documentation of all individualized services, including progress monitoring of established goals, response to therapeutic interventions, and communication with District staff and parents.
- iv. Timely and accurate documentation of individualized and group therapy sessions necessary for Medicaid reimbursement.

3. Professional Qualifications.

Provider hereby represents and warrants that all services shall be provided by a speech-language pathologist duly licensed to practice in the State of New York for the benefit of the District and employed by Provider and who have met the fingerprinting requirements of Part 87 of the Commissioner’s Regulations and Education Law 1709 (39) and 3004-b.

4. Term and Termination.

This Agreement shall continue for twenty-four (24) months beginning on the Effective Date unless terminated in accordance with the following:

- a. Either Party may terminate this Agreement at any time, without cause, effective on thirty (30) days’ written notice to the other Party.
- b. Either Party may terminate this Agreement immediately by written notice upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of ten (10) school days or such time period as is mutually agreed to by the Parties after receiving written notice of such breach.
- c. Termination of this Agreement for any reason shall immediately terminate Provider's obligations to provide services to the District and terminate the District’s obligation to compensate Provider for services, save and except payment for services provided through the date of such termination. The Parties' rights, obligations, warranties and representations shall survive termination of this Agreement.
- d. This Agreement will terminate automatically and immediately upon the death, permanent disability or mental incapacity of Provider.

5. Compensation.

a. Provider shall submit bi-weekly billing statements for services provided. District shall reimburse Provider on a monthly basis for services rendered. Payment to be received not more than 30 days after a bill is submitted by Provider to District.

b. The rate of compensation is \$70 per unit of speech therapy service.

c. One unit of service is 15-30 minutes for each session of direct services, as defined above. Individual CSE meetings will be billed as one unit each, up to 30 minutes.

d. Any services rendered that are in addition to the direct and indirect services as defined above shall be billed at the rate of \$130 per hour. Provider will bill these additional services in 15-minute intervals.

#### **6. Professional Liability Insurance.**

Provider shall pay for and maintain in force professional liability insurance coverage insuring professional errors, omission, negligence, incompetence, and malfeasance for services provided by pursuant to this Agreement with the limits of liability in the amount of \$1,000,000 for each occurrence, with a per annum aggregate limitation of \$3,000,000. Upon request, Provider shall provide the District with written evidence that such coverage is in full force and effect, and upon request Provider shall provide the District with a copy of any such policy. Each such policy shall (a) name the District as an additional insured, and (b) expressly provide that such policy shall not be terminated, cancelled, or modified absent at least thirty (30) days' prior written notice from the insurance company to the District.

#### **7. Confidentiality.**

At all times during the Term of this Agreement, Provider agrees it shall comply with any and all local, state, and federal rules, regulations, and laws pertaining to the confidentiality of medical, personal, and other information, including without limitation HIPAA. Provider shall treat all matters and information related to the District's students as confidential information belonging solely to the District, to be utilized by Provider solely as instructed by the District.

#### **8. Relationship of the Parties.**

a. For purposes of this Agreement, Provider is and shall at all times be an independent contractor of the District.

b. Provider agrees that, solely by virtue of this Agreement, it shall not, nor shall any person providing services hereunder: (i) claim to be an employee of the District; (ii) request or claim entitlement to any employee benefit now or hereafter offered by the District to any of its employees; (iii) hold itself out to any person or entity as an employee of the District; or (iv) execute any agreement, document, or instrument in the name of or imposing a legal obligation on the District.

c. No joint venture, partnership, franchise, employment, or any relationship, other than an independent contractor relationship, is created or is intended to be created by this Agreement or by any Party's full or partial performance of this Agreement.

d. Provider, as an independent contractor, acknowledges and agrees that it is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any nature, including, but not limited to, workers' compensation insurance, applicable to Provider and any of the Services.

e. Provider shall indemnify, defend, and hold harmless the District and its employees and authorized agents from any and all claims, damages, liability, expenses (including without limitation reasonable attorneys' fees) arising with respect to any breach by Provider of this Agreement or any provision, warranty, or representation made by Provider in this Agreement.

#### 9. Miscellaneous.

a. This Agreement shall be subject to and governed by the laws of the State of New York, without giving effect to provisions or procedures regarding conflicts of laws.

b. In the event any provision hereof is held void or unenforceable by any court of competent jurisdiction, then such provision shall be deemed severed from this Agreement and shall not affect the remaining provisions hereof.

c. This Agreement is the entire agreement among the Parties and when executed by the parties hereto, supersedes all prior agreements, understandings and communications, either verbal or in writing, among the Parties hereto with respect to the subject matter contained herein.

d. Any amendment or variation of this Agreement must be in writing and duly signed by the Parties hereto in order to be of any effect.

e. Any failure by a Party to comply with any obligation, agreement or condition herein may be expressly waived in writing by the other Party, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any such subsequent or other failure.

f. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement **ON**  
JUNE 15, \_\_\_\_\_, 2022.

District:

Naples Central School District

By:  6-8-22

Provider:

Juventas Physical, Occupational, and Speech Therapy Services, PLLC

By:

\_\_\_\_\_  
Carrie E. Richards, Managing Partner  
Juventas Physical, Occupational, and Speech Therapy  
Services, PLLC



**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS  
FOR THE SCHOOL LIBRARY MEDIA CENTER**

**Objectives for the Selection of Instructional Materials for School Library Media Center**

The objective of the media center is to make available to faculty and students a collection of materials that will enrich and support the curriculum.

- A. For the purpose of this statement of policy the term “instructional materials” will refer to any material with instructional content or function that is used for formal or informal teaching/learning purposes. Instructional materials include print and electronic resources.
- B. The instructional materials will support, enrich and help to implement the educational programs of the school through the interaction of professional personnel and other members of the school community.
- C. To achieve the above goal the Board of Education of Naples Central School District in accordance with the guidelines established by the American Library Association (ALA), defines the following responsibilities of its professional library staff:
  - To provide materials that will enrich and support the curriculum as well as materials that meet students’ interests, abilities, learning styles, and maturity levels.
  - To provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
  - To provide a background of information, which will enable students to make intelligent judgments in their daily lives.
  - To provide materials on opposing sides of controversial issues so that young citizens may develop, under guidance, the practice of critical reading and thinking.
  - To place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate to the school community.

All types of instructional materials for school library media programs will be recommended for purchase by the library media professionals. Although the selection process involves many members of the school community, administration, faculty, or parent/guardians, the responsibility for coordination of selection and purchase of school instructional materials rests with professional librarians. The Superintendent and his/her designee will approve all purchases.

(Continued)

**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS FOR THE SCHOOL LIBRARY MEDIA CENTER (Cont'd)**

**A. Selection Criteria**

1. Instructional materials shall support and be consistent with the education goals of New York State and Naples Central School District and the aims and objectives of individual schools and specific courses.
2. Instructional materials shall meet high standards of quality in factual content and presentation.
3. Instructional material shall be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social development of the students for whom the materials are selected.
4. Physical format and appearance of learning resources shall be suitable for their intended use.
5. Instructional materials shall be designed to help students gain an awareness of our pluralistic society.
6. Instructional materials shall be designed to motivate students and staff to examine their own duties, responsibilities, rights, and privileges as participating citizens in our society, and to make informed judgments in their daily lives.
7. Instructional materials shall represent a fair and unbiased presentation of information. The selection of instructional materials on controversial issues will be directed toward maintaining a diverse collection representing various views.
8. Instructional materials shall clarify historical and contemporary forces by presenting and analyzing inter-group tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. Materials will be relevant to today's world – reflecting problems, aspirations, attitudes, and ideals of a global society.
9. Materials will reflect the interests and needs of the students and faculty served by the media center.
10. Materials will be included in the collection because of their literary and/or artistic value and merit.

**B. Procedures of Selection and Acquisition:**

1. In selecting instructional materials, professional personnel will evaluate available resources and curriculum needs and will consult reputable, professional reviews
2. Recommendations for purchase involve administrators, teachers, students, district personnel, and community persons, as appropriate.
3. Each school library media center is given a comprehensive budget for both print and electronic resources.
4. Donated materials shall be judged by the selection criteria and shall be accepted or rejected by those criteria.
5. Selection is an ongoing process that should include how to remove materials no longer appropriate and how to replace lost and worn materials still of educational value .

(Continued)

**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS FOR THE SCHOOL LIBRARY MEDIA CENTER (Cont'd)**

6. Materials for media centers are selected by the professional media staff with due regard to suggestions from the faculty, parents, and students. Final selection is made by the media specialists of the school in which the center is housed.

**A. Staff members involved in selection of resource materials shall use the following criteria as a guide:**

- Educational significance
- Contribution the subject matter makes to the curriculum and the interests of the students
- Favorable reviews found in standard selection sources
- Favorable recommendations based on preview and examination of materials by professional personnel
- Reputation and significance of the author, producer, and publisher
- Validity, currency, and appropriateness of material
- Contribution the material makes to breadth of representative viewpoints on controversial issues
- High degree of potential user appeal
- High artistic quality and/or style
- Quality and variety of format
- Value commensurate with cost and/or need
- Timeliness or permanence
- Integrity

**B. Weeding**

In order to maintain the quality of the collection, school library media specialists will periodically assess the collection to identify those items that are no longer appropriate. These materials will be discarded, or weeded, from the collection following these procedures:

- Worn or missing standard items are replaced periodically
- Out-of-date or no longer useful materials are withdrawn from the collection

8 New York Code of Rules and Regulations (NYCRR) Section 21.4

Adopted: 06/27/07

Revised: 02/16/11

Revised: 06/15/22

**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS  
FOR THE SCHOOL LIBRARY MEDIA CENTER**

**Objectives for the Selection of Instructional Materials for School Library Media Center**

The objective of the media center is to make available to faculty and students a collection of materials that will enrich and support the curriculum.

- A. For the purpose of this statement of policy the term “instructional materials” will refer to any material with instructional content or function that is used for formal or informal teaching/learning purposes. Instructional materials include print and electronic resources.
- B. The instructional materials will support, enrich and help to implement the educational programs of the school through the interaction of professional personnel and other members of the school community.
- C. To achieve the above goal the Board of Education of Naples Central School District in accordance with the guidelines established by the American Library Association (ALA), defines the following responsibilities of its professional library staff:
  - To provide materials that will enrich and support the curriculum as well as materials that meet students’ interests, abilities, learning styles, and maturity levels.
  - To provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
  - To provide a background of information, which will enable students to make intelligent judgments in their daily lives.
  - To provide materials on opposing sides of controversial issues so that young citizens may develop, under guidance, the practice of critical reading and thinking.
  - To place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate to the school community.

All types of instructional materials for school library media programs will be recommended for purchase by the library media professionals. Although the selection process involves many members of the school community, administration, faculty, or parent/guardians, the responsibility for coordination of selection and purchase of school instructional materials rests with professional librarians. The Superintendent and his/her designee will approve all purchases.

(Continued)

**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS FOR THE SCHOOL LIBRARY MEDIA CENTER (Cont'd)**

**A. Selection Criteria**

1. Instructional materials shall support and be consistent with the education goals of New York State and Naples Central School District and the aims and objectives of individual schools and specific courses.
2. Instructional materials shall meet high standards of quality in factual content and presentation.
3. Instructional material shall be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social development of the students for whom the materials are selected.
4. Physical format and appearance of learning resources shall be suitable for their intended use.
5. Instructional materials shall be designed to help students gain an awareness of our pluralistic society.
6. Instructional materials shall be designed to motivate students and staff to examine their own duties, responsibilities, rights, and privileges as participating citizens in our society, and to make informed judgments in their daily lives.
7. Instructional materials shall represent a fair and unbiased presentation of information. The selection of instructional materials on controversial issues will be directed toward maintaining a diverse collection representing various views.
8. Instructional materials shall clarify historical and contemporary forces by presenting and analyzing inter-group tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. Materials will be relevant to today's world – reflecting problems, aspirations, attitudes, and ideals of a global society.
9. Materials will reflect the interests and needs of the students and faculty served by the media center.
10. Materials will be included in the collection because of their literary and/or artistic value and merit.

**B. Procedures of Selection and Acquisition:**

1. In selecting instructional materials, professional personnel will evaluate available resources and curriculum needs and will consult reputable, professional reviews
2. Recommendations for purchase involve administrators, teachers, students, district personnel, and community persons, as appropriate.
3. Each school library media center is given a comprehensive budget for both print and electronic resources.
4. Donated materials shall be judged by the selection criteria and shall be accepted or rejected by those criteria.
5. Selection is an ongoing process that should include how to remove materials no longer appropriate and how to replace lost and worn materials still of educational value .

(Continued)

**SUBJECT: OBJECTIVES FOR THE SELECTION OF INSTRUCTIONAL MATERIALS FOR THE SCHOOL LIBRARY MEDIA CENTER (Cont'd)**

6. Materials for media centers are selected by the professional media staff with due regard to suggestions from the faculty, parents, and students. Final selection is made by the media specialists of the school in which the center is housed.

**A. Staff members involved in selection of resource materials shall use the following criteria as a guide:**

- Educational significance
- Contribution the subject matter makes to the curriculum and the interests of the students
- Favorable reviews found in standard selection sources
- Favorable recommendations based on preview and examination of materials by professional personnel
- Reputation and significance of the author, producer, and publisher
- Validity, currency, and appropriateness of material
- Contribution the material makes to breadth of representative viewpoints on controversial issues
- High degree of potential user appeal
- High artistic quality and/or style
- Quality and variety of format
- Value commensurate with cost and/or need
- Timeliness or permanence
- Integrity

**B. Weeding**

In order to maintain the quality of the collection, school library media specialists will periodically assess the collection to identify those items that are no longer appropriate. These materials will be discarded, or weeded, from the collection following these procedures:

- Worn or missing standard items are replaced periodically
- Out-of-date or no longer useful materials are withdrawn from the collection

8 New York Code of Rules and Regulations (NYCRR) Section 21.4

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## Instruction

**SUBJECT: CHALLENGED MATERIALS POLICY**

Occasional objections to instructional materials will be made, despite the quality of the selection process. The Naples Central School District supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the *Library Bill of Rights* of the American Library Association (ALA), the *School Library Bill of Rights* of the American Association of School Librarians (AASL), and *Freedom to Read* of the American Library Association (ALA).

If a complaint is made, the following procedures should be followed:

1. The person with the objection will meet with the teacher or the school library media specialist concerning the material to discuss the reason for the objection to see if the problem can be resolved informally. The building principal shall be informed of the objection and the outcome of the meeting. The principal will report on it to the Superintendent. If not resolved, then:
  - A. Inform the complainant of the selection procedures and make no commitments.
  - B. Invite the complainant to submit a formal “Citizen’s Request for Re-evaluation of Instructional Materials” (8330F of this policy manual).
  - C. Inform the principal and other appropriate personnel.
  - D. Keep challenged materials on the shelves during the reconsideration process.
  - E. Upon receipt of the completed form, the principal requests review of the challenged materials by a materials evaluation committee within fifteen working days, and notifies the superintendent that such review is being done. The review committee is appointed by the principal, with the concurrence and assistance of the library media specialist, and includes media professionals, representatives from the classroom teachers, and one or more parents. If the challenged material is at the secondary level, the committee will also include one or more students.
  - F. The review committee will take the following steps:
    1. Read, view or listen to the material in its entirety. (Examine the material as a whole, not as passages pulled out of context).
    2. Check reputable professional reviews for evaluation of the material.
    3. Weigh the strengths and weaknesses of the material and form opinions based on selection criteria, relevance to the curriculum, and the educational philosophy of the school.
    4. Complete the appropriate “Materials Evaluation Committee Report Form”

(Continued)

**SUBJECT: CHALLENGED MATERIALS POLICY (Cont'd)**

5. The materials evaluation committee's recommendation will be sent to the principal, the superintendent, and the president of the Board of Education.
6. The superintendent or his/her designee will inform the complainant of the recommendation of the review committee.
7. The decision of the materials evaluation committee will be implemented.
8. A written appeal may be made to the Superintendent concerning the review committee's recommendation.

Education Law Section 3204(5)

8 New York Code of Rules and Regulations (NYCRR) Section 135.3

NOTE: Refer also to Policies #8244 -- Family Life Education  
#8320 -- Selection of Library and Audiovisual Materials  
#8360 -- Religious Expression in the Instructional Program

Adopted: 06/27/07

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- 4) What do you feel might result from use of this material?
- 5) Are you aware of the judgment of this work by critics?
- 6) For what age group would you recommend this work?
- 7) What action do you recommend that the school take on this material?
- 8) In its place, what material of equal value do you recommend that would provide a similar perspective on the subject?

---

Date

Signature

Instruction

**NAPLES CENTRAL SCHOOL DISTRICT  
MATERIALS EVALUATION COMMITTEE REPORT FORM**  
(Attach extra pages if needed to complete statements)

**Physical description of challenged material:** (author, title, publisher, copyright, producer, etc.)

**Justification for inclusion of material:** (include theme and purpose)

**Reviewers' judgment of material:** (if possible, include copies of reviews indicating the source)

**Materials Evaluation Committee's decision and comments:** (include statement from majority and minority positions)

Copies sent to:

Board of Education President \_\_\_\_\_

Superintendent \_\_\_\_\_

Building Principal \_\_\_\_\_

Signatures of Committee Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Adopted: 06/15/22