

BOARD MEETING: Regular
DATE: Wednesday, April 22, 2015
TIME: 6:30 p.m.
PLACE: Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of April 22, 2015 (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

- Kudos
- Internal Claims Auditor Report
- 3rd – 8th Math & ELA Testing Update
- WFL BOCES Strategic Planning Overview
- School Safety Update
- Board & Library Trustee Candidate Update

IX. Administrative Reports

- Elementary Principal
- Secondary Principal
- Director of Pupil Personnel
- School Business Administrator
- Student Representative

X. Board Reports

- Budget Committee
- WFL BOCES Meeting

XI. Minutes (Board Action)

- April 8, 2015

XII. 2015-2016 School Budget (Board Action)

- Adopt 2015-2016 School Budget & 2015-2016 Property Tax Report Card

XIII. Wayne Finger Lakes BOCES (Board Action)

- WFL BOCES Board of Education Candidates
- WFL BOCES Administrative Budget

XIV. Inter-Municipal Agreement (Board Action)

XV. Contractual Agreement (Board Action)

XVI. Settlement Agreement (Board Action)

XVII. Treasurer's Bank Reconciliation Report (Board Action)

- March 2015

XVIII. Business (Board Action)

- Discards

XIX. Personnel (Board Action)

- Resignation
- Appointment
- Extra-Curricular Advisor
- Family Leave
- Unpaid Leave

XX. Consent Agenda Items (Board Action)

- Volunteers

Regular Meeting

April 22, 2015

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, April 22, 2015 at 6:31 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Jacob Hall
 Ronald Burke Robert Hotchkiss
 Joseph Callaghan Gail Musnicki
 Carter Chapman Margo Ulmer

Members Absent: Brent Gerstner Jericho Cervantes

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Justin Stuck, and Karen Mead.

Guests: Donna Bay, Libby Pompeo, Evelyn Letta, and Diann Payne.

A quorum being present, the meeting was called to order at 6:31 p.m. by Board President Margo Ulmer.

Motion: Ronald Burke
2nd: Jacob Hall

Resolved, that the Board of Education approves the agenda of the Regular Meeting of April 22, 2015 as presented.

Voting Yes: 8 Motion Carried
Voting No: 0

Motion: Carter Chapman
2nd: Jacob Hall

Resolved, that the Board of Education approves calling an executive session at 6:32 p.m. for the purpose of discussing the employment history of a particular person or persons and collective negotiations with the Naples Association of School Administrators.

Voting Yes: 8 Motion Carried
Voting No: 0

Time out of closed session: 7:00 p.m.

Public Comment

None

Board Response

Board of Education President Margo Ulmer thanked Mr. Petrie for his kind words at the last Board of Education meeting.

Points of Interest

Board of Education Member Ronald Burke spoke about the Schenk's Memorial 5K that is being held on Saturday April 25th, 2015.

Board of Education Member Robert Hotchkiss spoke about the teacher of the year for the Elementary School, Elizabeth Dormer and for the High School, Scott Petrie.

Mrs. Ulmer spoke about a book written by retired teacher Alan Griesinger.

Superintendent Recognitions & Updates

Superintendent Matthew Frahm spoke about the National Honor Society induction.

Mr. Frahm recognized high school teacher of the year Scott Petrie and elementary school teacher of the year Elizabeth Dormer.

Claims Auditor Evelyn Letta reviewed the claims auditor report for the first quarter of 2015.

Mr. Frahm spoke about 3rd – 8th Math & ELA Testing, the opt-out movement, regulations, and local reasons for test taking.

Mr. Frahm spoke briefly about a Wayne Finger Lakes Board of Cooperative Educational Services Strategic Planning meeting that he attended.

Mr. Frahm gave a school safety update noting that the state is looking at standardizing emergency plans throughout New York.

Mr. Frahm updated the Board of Education on the candidates for replacing the open Board of Education seats and the open Library Trustee seats.

Mr. Frahm noted that Director of Facilities Chad Hunt is working on having the elementary gym floor resurfaced and the elementary bus loop repaired starting this weekend.

Administrative Reports

Elementary Principal Kristina Saucke outlined items that appeared in the monthly Board of Education Report and spoke briefly about the Elementary bus loop, state testing, and kindergarten screening.

Secondary Principal Justin Stuck outlined items that appeared in the monthly Board of Education Report and spoke briefly about the movie series showing in the new cafeteria, recognition of National Honor students including Lexi McGory and Bekah Ratt and noted that they are listed as “Students in the Spotlight” on the district website.

Director of Pupil Personnel Services Karen Mead outlined items that appeared in the monthly Board of Education Report and spoke briefly about teachers working with students to plan for life after high school and teacher investment in students.

Business Administrator Mitchell Ball outlined items that appeared in the monthly Board of Education Report and spoke briefly about the Unemployment Insurance Reserve, the District Website, and the cancellation of the Budget Committee Meeting.

Board of Education Member Brautigam noted Student Representative Jericho Cervantes was unable to attend the meeting due to the fact that he is involved in numerous extra-curricular activities.

Board Reports

Mrs. Ulmer reviewed items as presented at the WFL BOCES Meeting including the WFL BOCES budgets and the WFL Board of Education candidates.

Motion: Ronald Burke
2nd: Carter Chapman

Resolved, that the Board of Education approves the minutes of the following meetings:

- Regular Meeting of April 8, 2015

Voting Yes: 8 Motion Carried
Voting No: 0

Motion: Jacob Hall
2nd: Gail Musnicki

Resolved, that the Board of Education adopts the 2015-2016 Naples Central School District Budget in the amount of \$19,569,425 and the Property Tax Report Card.

Voting Yes: 8 Motion Carried
Voting No: 0

Motion: Gail Musnicki
2nd: Robert Brautigam

RESOLVED that the Board of Education of the Naples Central School District at its April 22, 2015 meeting cast one vote for **Jeanne Durfee** to a seat on the Wayne-Finger Lakes Board of Cooperative Educational Services Board for a three-year term effective July 1, 2015 and will continue until the term expires on June 30, 2018.

Voting Yes: 8 Motion Carried
Voting No: 0
Abstain: 0

Motion: Ronald Burke
2nd: Jacob Hall

RESOLVED that the Board of Education of the Naples Central School District at its April 22, 2015 meeting cast one vote for **O. J. Sahler** to a seat on the Wayne-Finger Lakes Board of Cooperative Educational Services Board for a three-year term effective July 1, 2015 and will continue until the term expires on June 30, 2018.

Voting Yes: 8 Motion Carried
Voting No: 0
Abstain: 0

Motion: Carter Chapman
2nd: Robert Hotchkiss

RESOLVED that the Board of Education of the Naples Central School District at its April 22, 2015 meeting cast one vote for **Lynn Gay** to a seat on the Wayne-Finger Lakes Board of Cooperative Educational Services Board for a three-year term effective July 1, 2015 and will continue until the term expires on June 30, 2018.

Voting Yes: 8 Motion Carried
Voting No: 0
Abstain: 0

Regular Meeting

April 22, 2015

Motion: Jacob Hall

2nd: Robert Hotchkiss

Resolved, that the Board of Education approves the Treasurer's Reports for the month ending March 2015.

Voting Yes: 7 Motion Carried

Voting No: 0

Abstain: 1 Ronald Burke

Motion: Gail Musnicki

2nd: Jacob Hall

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 discards to be declared surplus property and approval given to discard as per Policy #5250:
 - Six (6) Steel Pan Bass Drums

Voting Yes: 8 Motion Carried

Voting No: 0

Motion: Gail Musnicki

2nd: Joseph Callaghan

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 approve the following resignation:
 - Robert Hunt, Automotive Mechanic/Bus Driver, with regret, effective July 1, 2015, last day worked June 30, 2015.
- Resolved, that the Board of Education appoints the following:
 - Everett Ronald Clark, 10875 Didas Road, Cohocton, NY 14826 as Bus Driver, effective April 23, 2015, at a rate of \$20.34/hour.
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2014-2015 School Year, salary as per negotiated agreement:
 - Technology Club Advisor: Chad Ayers with no stipend associated with this position
- Resolved, that the Board of Education approves the request of Brittany Ritz, Elementary Teacher, for an unpaid family leave of absence commencing from the end of her pregnancy related disability leave through November 30, 2015, with benefits continuing throughout her leave as per the family medical leave act, anticipated delivery date July 22, 2015.
- Resolved, that the Board of Education approves the following request for unpaid leave:
 - Marie Bell, Clerk: April 9 and April 10, 2015 – 9.75 hours
 - Julie Austin, Music Teacher: May 5, 2015
 - Monica Kastner, Guidance Counselor: April 13, 2015

Voting Yes: 8 Motion Carried

Voting No: 0

INTERMUNICIPAL AGREEMENT

This Agreement, made on 23th day of June, 2015, 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 23, 2015 and terminate on June 30, 2016.
3. **Pool.**
 - 3.1 **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").
 - 3.2 **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.
 - 3.3 **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.
 - 3.4 **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 Packet.** The Village shall complete and file a Facility USE Packet for its use of the Pool. Village shall then abide by all rules and requirements in the Facility USE Packet. The completed Facility Use Packet will be annexed to this Agreement as "Schedule B".
 - 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 or 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 23, 2015 and attached to this Agreement under Schedule "C".

5.5 Damage to Pool.

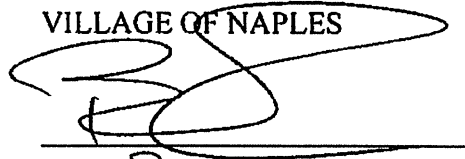
A. In the event of intentional damage by a participant(s), every attempt will be made to hold the perpetrators responsible for any costs associated with their decisions and actions.

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 parties.

VILLAGE OF NAPLES



By: Brian J. Schenk

Title: MAYOR

Date: 4-1-2015

NAPLES CENTRAL SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT, entered into by and between the Board of Education for the Naples Central School District (hereinafter sometimes referred to as the “Board” or the “District”), Matthew T. Frahm, the Superintendent of Schools for the District, and the Naples Civil Service Employees Association (the “Association”), collectively referred to herein as the “parties.”

WHEREAS, the parties have discussed the starting pay rates and benefits for Bus Drivers working for the District as members of the Association; and

WHEREAS, the parties have reached an agreement regarding the foregoing matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

WHEREAS, each party hereto has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows, effective April 23, 2015:

1. The parties agree that the current starting trip rates for Bus Drivers for the 2014-2015 year and the 2015-2016 year will be abolished.
2. The parties agree that the following hourly starting pay ranges for Bus Drivers will be established moving forward:
 - 2014-2015: \$20.34 - \$25.00
 - 2015-2016: \$20.69 - \$25.35
3. The parties agree that the health benefits for Bus Drivers for “Two (2) runs” will be modified to indicate the following:
 - 2014-15: 87.5% payable by the district
 - 2015-16: 85.0% payable by the districtThis health benefit is effective April 23, 2015 and is not retroactive.
4. This Agreement constitutes the entire agreement regarding the matters covered herein.
5. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

6. The parties agree that the invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision.
7. Finally, the Parties agree that this memorandum of agreement shall not be used as evidence of a practice, past practice or precedent in any proceedings or any matter whatsoever.

IN WITNESS THEREOF, the parties hereunto have set their hands and seals on the day and year written below.

FOR THE DISTRICT:

Matthew T. Frahm
Superintendent of Schools

Dated: _____

FOR THE BOARD OF EDUCATION:

Margo Ulmer
President
Naples Central School District
Board of Education

Dated: _____

FOR THE ASSOCIATION:

Robert Leonard
Labor Relations Specialist
CSEA, Rochester Regional Office

Dated: _____

Shawn Mason
President
Naples CSEA

Dated: _____

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 7th day of April 2015, by and between Villager Construction, Inc. (“Villager”) and the Board of Education of Naples Central School District (“NCSD”).

WHEREAS, Villager is a domestic corporation with its principal place of business located at 425 Old Macedon Center Road, Fairport, New York 14450; and

WHEREAS, NCSD is the duly constituted Board of Education of Naples Central School District, a central school district organized and existing under and by virtue of the Education Laws of the State of New York, with an office and place of business situated in Ontario County; and

WHEREAS, prior to the date of this Settlement Agreement, Villager and NCSD entered into a contract pursuant to which Villager agreed to perform construction work on a project generally known as “Naples CSD Phase 1A Capitol’s Improvement Project”, and which included work to be performed on certain tennis courts owned by NCSD (the “Project”); and

WHEREAS, after the work was performed, and after Villager had been paid for such work, a dispute arose between the parties related to the work; and

WHEREAS, in order to avoid certain costs and uncertainties of litigation, Villager and NCSD have agreed to settle their dispute;

NOW, THEREFORE, and in consideration of the mutual covenants, agreements, and promises contained herein and for other good and valuable consideration hereby acknowledged as received, the Parties agree as follows:

1. **Recitals**: The recitals set forth above are incorporated herein and are true.

2. **Settlement Payment:** Villager shall pay NCSD the sum of fifteen thousand five hundred and 00/100 dollars (\$15,500.00) within 30 days receipt of an executed original of this Agreement from NCSD. Payment shall be made payable to “Naples Central School District” and shall be delivered to, Ferrara, Fiorenza, Larrison, Barrett & Reitz, P.C., Attn: Joseph Shields, Esq., 5010 Campuswood Drive, East Syracuse, New York 13057.

3. **General Release:** In consideration of the foregoing, NCSD releases and waives any and all claims, liens, demands, and causes of action of any kind against Villager arising out of or related to the work performed by Villager on the Project with respect to the tennis courts and/or play scape, regardless of whether known or unknown, fixed or contingent, liquidated or unliquidated, and whether or not previously asserted. This release runs to the benefit of Villager, its agents, employees, officers, directors, managers, shareholders, members, parent companies, affiliates, partners, heirs, assigns, insurers and sureties in their representative and individual capacities.

4. **Non-admission of Liability:** This Agreement is a settlement of disputed claims and is not to be construed as an admission of liability on the part of any entity or person hereby released, nor are any of the terms or conditions of this Agreement to be used against any party as an admission or admissions of any assumed fact(s) contained herein.

5. **Confidentiality:** The Parties hereby agree that the existence of a settlement and the terms and conditions of this Agreement shall be kept confidential and shall not be disclosed to any person other than those who must perform tasks to effectuate this Agreement or if required by law; provided, however, that this provision shall not prohibit disclosure to persons with a legitimate business need to know (such as government officials, school board members, owners, officers, accountants, auditors, insurers or attorneys), or as required by a valid subpoena

served upon NCSD, or as required upon a valid request made pursuant to New York State Freedom of Information Law.

6. **Headings:** Headings of the various paragraphs herein are inserted merely as a matter of convenience and shall not be considered in any manner as defining, limiting, or describing the scope of any paragraphs of this Agreement or as affecting the meaning or construction of the language in the body of any such paragraph.

7. **Complete Agreement:** This Agreement sets forth the entire understanding between the Parties. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either Party unless made in writing and signed by both Parties or by a duly authorized officer or agent of both Parties.

8. **Knowing and Voluntary Agreement.** Each Party represents that it is represented by counsel of its choosing with respect to the advisability of executing this Agreement or that it has independently made its own analysis and decision to enter into this Agreement, and that it has voluntarily entered into this Agreement.

9. **Authority to Execute:** Each of the signatories hereto represents and warrants that it/he/she is duly authorized to fully and completely resolve the disputes compromised in this Agreement, to execute this Agreement and to bind the Party on whose behalf the signatory has agreed to act to the terms and conditions contained in this Agreement.

10. **Transmission of Signatures:** This Agreement may be executed in counterparts and signatures transmitted by electronic means shall be effective.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement on the date specified below.

Villager Construction, Inc.

By: _____
Printed Name: Timothy Lawless
Title: Senior Vice President

STATE OF NEW YORK)
COUNTY OF _____) SS:

On this ___ day of April, 2015 before me personally came Timothy Lawless, to me known, who deposed and said that he is the Senior Vice President of Villager Construction, Inc., and that he signs his name with all requisite authority on behalf of said party.

Notary Public

The Board of Education of the Naples Central School District,

By: _____
Printed Name: Margo Ulmer
Title: Board President

STATE OF NEW YORK)
COUNTY OF _____) SS:

On this ___ day of April, 2015 before me personally came Margo Ulmer, to me known, who deposed and said that she is the President of the Board of Education of Naples Central School District, and that she signs her name with all requisite authority to bind said party.

Notary Public