

**BOARD MEETING:** Organizational  
**DATE:** Wednesday, July 12, 2016  
**TIME:** 6:00 p.m.  
**PLACE:** Naples High School Cafeteria

- I. Meeting Called to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Constitutional Oath of Office
- V. Adopt the Agenda of the Organizational Meeting of July 12, 2016 (Board Action)
- VI. Nominations and Election of Officers
  - President (Board Action)
  - 1st Vice President (Board Action)
  - 2nd Vice President (Board Action)
  - Constitutional oaths of office administered by District Clerk
- VII. 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.
- VIII. Board of Education Committee Sign-up
- IX. Appointment of Officers (Board Action)
  - School District Clerk
  - Deputy School District Clerk
  - School District Treasurer
  - Deputy School District Treasurers
  - School District Tax Collector
  - Deputy School District Tax Collector
  - School District Claims Auditor
  - Deputy School District Claims Auditor
- X. Other Appointments (Board Action)
  - School Physician/Nurse Practitioner
  - School Attorneys
  - School Attorney for Personnel Relations
  - Central Treasurer: Extra-Curricular Account
  - Deputy Central Treasurer: Extra-Curricular Account
  - Attendance Officer
  - District Independent Auditor
  - District Bond Counsel
  - District Financial Consultant
  - Committee & Sub-Committee on Special Education
  - Committee on Pre-School Special Education
  - Alternate CSE/CPSE Chairpersons
  - Records Access Officer
  - FOIL Appeals Officer
  - Records Management Officer
  - Asbestos LEA Designee
  - Homeless Children & Youth Liaison Designee
  - Title IX/ ADA Compliance Officer
  - Section 504 Compliance Officer
  - Surrogate Parent/Parent Representative
  - Impartial Hearing Officers
  - Special Education Mediation
  - Medicaid Compliance Officer
  - Civil Rights Compliance Officer
  - Sexual Harassment Officer
  - Emergency Response Coordinator
  - Chemical Hygiene Officer
  - Health Coordinator
  - Dignity for All Students Act (DASA) Coordinator
- XI. Designations (Board Action)
  - Official Bank Depositories
  - Official Newspaper
  - Petty Cash Fund Account
  - Chief School Officer or School Business Administrator to Certify Payrolls
  - Chief School Officer or School Business Administrator as School Purchasing Agent
  - Official Bank Signatories
  - Superintendent or School Business Administrator to authorize award of bond anticipation notes in the absence of the Board President
  - Official Board of Education Meeting Dates

- XII. Authorizations (Board Action)
- Chief School Officer or School Business Administrator to approve Budget Transfers
  - Superintendent or School Business Administrator or Deputy School District Clerk where applicable, authorized to sign applications for any and all Federal Funds/Grants; BOCES Contracts and Agreements
  - Participation in the National School Lunch Program
  - Conferences, Conventions, Workshops Attendance
  - Mileage Reimbursement
  - Participation in the Cooperative Bidding Program with the Board of Cooperative Educational Services
  - Medical Physicals
  - Re-adopt School Board Policies; Code of Ethics; and School Safety Plan
  - Code of Conduct
  - Superintendent to employ temporary, part-time, per diem or substitute personnel
  - Superintendent to approve the travel and other business expenses of teaching and non-teaching personnel
  - District Treasurer or Deputy District Treasurers to pay invoices or billings the School Business Administrator deems necessary to be in the best interest of the District.
  - Appointment of an Impartial Hearing Officer (HO)
  - Bonding of Personnel
- XIII. Superintendent Recognitions & Updates
- XIV. Minutes (Board Action)
- June 15, 2016
  - June 29, 2016
- XV. Contractual Agreement:
- Revised Superintendent's Contract (Board Action)
  - Naples Association of School Administrators Memorandum of Agreement (Board Action)
- XVI. Business (Board Action)
- Establish the Civil Service position of Automotive Mechanic/Bus Driver
  - American Red Cross: Shelter Designation
  - 2016-2017 Meal Prices
  - Discards
    - High School Library
    - Elementary Library
- XVII. Personnel (Board Action)
- Appointments:
    - High School Vocal Music Teacher
    - Bus Driver
    - Bus Driver Trainer
  - 2016-2017 Extra-Curricular: Mentors
  - Summer Program Appointments: Temporary Teacher Aide  
Teacher Substitutes  
Teacher Aide Substitutes
- XVIII. Consent Agenda Items (Board Action)
- CSE, 504 Recommendations
  - Student Teacher
  - Volunteer
  - Substitute Building Maintenance Assistant
  - Substitute
    - Automotive Mechanic/Bus Driver
    - Teacher Aide
- XIX. Executive Session (Board Action)
- XX. Adjournment (Board Action)

**Organizational Meeting**

**July 12, 2016**

Minutes of the Organizational Meeting of the Board of Education of Naples Central School held on Tuesday, July 12, 2016 at 6:02 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Gail Musnicki  
Joseph Callaghan Maura Sullivan  
Jacob Hall Margo Ulmer  
Robert Hotchkiss: Arrived at 6:10 p.m.

Members Absent: Carter Chapman Brent Gerstner

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Bridget Ashton, and Karen Mead.

Guests: Connor Mead and Diann Payne

A quorum being present, the meeting was called to order at 6:02 p.m. by District Clerk Mitchell Ball.

**Motion: Joseph Callaghan**  
**2<sup>nd</sup>: Robert Brautigam**

Resolved, that the Board of Education approves the agenda of the Organizational Meeting of July 12, 2016 as presented.

**Voting Yes: 6 Motion Carried**  
**Voting No: 0**

**Nominations were called for the office of President of the Board of Education. The name of Margo Ulmer was placed in nomination by Joseph Callaghan and seconded by Gail Musnicki.**

**Voting Yes: 6 Motion Carried**  
**Voting No: 0**

**Nominations were called for the office of 1st Vice President of the Board of Education. The name of Joseph Callaghan was placed in nomination by Jacob Hall and seconded by Robert Brautigam.**

**Voting Yes: 6 Motion Carried**  
**Voting No: 0**

**Nominations were called for the office of 2nd Vice President of the Board of Education. The name of Jacob Hall was placed in nomination by Joseph Callaghan and seconded by Gail Musnicki.**

**Voting Yes: 6 Motion Carried**  
**Voting No: 0**

**Public Comment**

None

**Board Response**

None

**Robert Hotchkiss arrived at 6:10 p.m.**

**Motion: Gail Musnicki**

**2<sup>nd</sup>: Robert Hotchkiss**

BE IT RESOLVED, that the below listed officers be approved for the 2016-2017 school year, effective for the 2016-2017 School Year:

- School District Clerk for the 2016-2017 School Year: Mitchell Ball
- Deputy School District Clerk for the 2016-2017 School Year: Pamela Claes
- School District Treasurer for the 2016-2017 School Year: Mark Socola
- Deputy School District Treasurers for the 2016-2017 School Year: Phyllis Moore
- School District Tax Collector for the 2016-2017 School Year:  
Michele Barkley, at the rate of \$2,500 for the 2016-2017 School Year
- School District Deputy Tax Collector for the 2016-2017 School Year: Mitchell Ball
- School District Claims Auditor for the 2016-2017 School Year:  
Evelyn Letta, at the rate of \$2,250 for the 2016-2017 School Year.
- School District Deputy Claims Auditor for the 2016-2017 School Year: Wendy Fairbrother

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Jacob Hall**

**2<sup>nd</sup>: Joseph Callaghan**

**BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the below listed appointments for the 2016-2017 school year, effective July 1, 2016, with ratification of their acts performed in the ordinary course of their duties.**

- School Physician/Nurse Practitioner for the 2016-2017 School Year: WorkFit Medical, LLC
- School Attorneys for the 2016-2017 School Year: The firm of Ferrara, Fiorenza P.C.
- Management of issues related to employee contracts, personnel and students for the 2016-2017 School Year: Cayuga-Onondaga BOCES Office of Personnel Relations.
- Central Treasurers: Extra-Curricular Account for the 2016-2017 School Year: Michele Barkley and Evelyn Letta, and Pamela Claes as Deputy Central Treasurer: Extra-Curricular Account in their absence.
- Attendance Officer for the 2016-2017 School Year: Matthew T. Frahm
- District Independent Auditor for the 2016-2017 School Year: The firm of EFPR Group, LLP
- District Bond Council for the 2016-2017 School Year: The firm of Timothy R. McGill.
- District Financial Consultant for the 2016-2017 School Year: The firm of Bernard P. Donegan, Inc.
- Committee on Special Education for the 2016-2017 School Year:  
Chairperson - Director of Pupil Personnel Karen Mead  
Special Education Teacher of the Student – Rebecca Slade or other  
General Education Teacher of the Child – Alice Fitch or other  
School Psychologists – Dr. Brian Meteyer or other  
Parent of the student with a Disability
- Subcommittee on Special Education for the 2016-2017 School Year:  
Chairperson - Director of Pupil Personnel Karen Mead  
Special Education Teacher of the Student – Rebecca Slade or other  
General Education Teacher of the Child – Alice Fitch or other  
Parent of the student with a Disability
- Committee on Preschool Special Education for the 2016-2017 School Year:  
Chairperson - Director of Pupil Personnel Karen Mead  
Special Education Teacher Representative: Jennifer Lester or other  
General Education Teacher Representative: Mary Ann Strasser or other

School Psychologists - Tammy Jo Matthews or other  
County Representative  
Parent of the child with a Disability

- Alternate CSE/CPSE Chairpersons: Dr. Brian Meteyer; Tammy Matthews;  
or Melissa Steenburgh
- Records Access Officer for the 2016-2017 School Year: Mitchell Ball
- FOIL Appeals Officer for the 2016-2017 School Year: Mitchell Ball
- Records Management Officer for the 2016-2017 School Year: Michele Barkley.
- Asbestos LEA Designee for the 2016-2017 School Year: Chad Hunt
- Homeless Children & Youth Liaison Designee for the 2016-2017 School Year: Karen Mead
- Title IX/ ADA Compliance Officer for the 2016-2017 School Year: Matthew T. Frahm
- Section 504 Compliance Officer for the 2016-2017 School Year: Karen Mead
- Surrogate Parent/Parent Representative: Sandra Elwell
- Impartial Hearing Officers: List as per NYSED Impartial Hearing Reporting System (IHRS)
- Special Education Mediation: NYS Dispute Resolution Association/Center for Dispute Settlement
- Medicaid Compliance Officer for the 2016-2017 School Year: Karen Mead
- Civil Rights Compliance Officer for the 2016-2017 School Year: Matthew T. Frahm
- Sexual Harassment Officer for the 2016-2017 School Year: Matthew T. Frahm
- Emergency Response Coordinator for the 2016-2017 School Year: Matthew T. Frahm
- Chemical Hygiene Officer for the 2016-2017 School Year: Chad Hunt
- Health Coordinator for the 2016-2017 School year: Robert Birdsall
- Dignity for All Students (DASA) Coordinators for the 2016-2017 School Year:  
Kristina Saucke, Elementary Principal  
Elizabeth Ashton, Secondary Principal

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Gail Musnicki**

**2<sup>nd</sup>: Jacob Hall**

**BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the designations as listed for the 2016-2017 school year.**

- The following banks are hereby designated as the Naples Central School District Depositories for the 2016-2017 School Year, and be it resolved, that in compliance with Section 53A and Section 254 of the State Education Law, amended 1935, as Board of Education of the Naples Central School District, we direct that all funds received by the treasurer, tax collector and treasurer of the internal and extra-curricular funds and securities for investments as a 3rd party bank shall be deposited in: Five Star Bank  
Chase Manhattan Bank
- Official School Newspaper for the 2016-2017 School Year: The Daily Messenger.
- The establishment of Petty Cash Funds for the 2016-2017 School Year:  
High School Office - \$100.00  
School Lunch - \$123.00
- Authorization is given for the Chief School Officer or School Business Administrator to certify payrolls of the district for the 2016-2017 School Year.
- Authorization is given for the Chief School Officer or School Business Administrator to be designated as School Purchasing Agents for the 2016-2017 School Year.

## Organizational Meeting

July 12, 2016

- Authorization is given for the School Business Administrator, the School District Treasurer, the Deputy District Treasurers, or the Deputy School District Clerk to act as Official Bank Signatories.
- Authorization is given for the Superintendent or School Business Administrator to authorize the award to the low bidder for bond anticipation notes in the absence of the Board President.
- The Board of Education meeting dates for the 2016-2017 School Year are designated as follows:

July 12, 2016	November 2, 2016	February 1, 2017	May 16, 2017
August 18, 2016	November 16, 2016	February 15, 2017	June 7, 2017
September 7, 2016	December 7, 2016	March 15, 2017	June 21, 2017
September 21, 2016	December 21, 2016	March 29, 2017	
October 5, 2016	January 4, 2017	April 12, 2017	
October 17, 2016	January 18, 2017	May 3, 2017	

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Joseph Callaghan**

**2<sup>nd</sup>: Jacob Hall**

- Authorization is given for the Chief School Officer or School Business Administrator to approve Budget Transfers up to \$25,000.00 for the 2016-2017 School Year and to provide the Board of Education with monthly reports on such transfers.
- Authorization is given for the Superintendent of Schools, School Business Administrator or Deputy School District Clerk where applicable, to act as the representative of the school district and to sign all applications in conjunction with any and all Federal and State aid projects, BOCES Contracts and Agreements as well as local agency contracts with Board of Education approval.
- Naples Central School District, responsible for administration of one or more schools referred to as the School Food Authority (SFA), has entered into agreement to participate in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction.

The SFA assures the State Education Department that the school system will uniformly implement the policy with respect to determining the eligibility of children for free and reduced price meals in each school building under its jurisdiction which participates in the programs mentioned above as per the Policy Statement for Free and Reduced Price Meals or Free Milk.

- Authorization is hereby given for board members to attend NYS educationally related conferences, workshops and conventions during the 2016-2017 School Year, expenses paid by the District, with out of state conferences, workshops and conventions to be decided by the Board of Education.
- Authorization is given to establish a mileage reimbursement rate at the Internal Revenue Service business rate per mile for the 2016-2017 School Year.
- Authorization is given to participate in the Board of Educational Services of Ontario, Seneca, Wayne, and Ontario Counties Cooperative Bidding Program:

WHEREAS, The Board of Education of the Naples Central School District of New York State desires to participate in a Cooperative Bidding Program conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase of Various Commodities and/or Services. And...

WHEREAS, The Board of Education of the Naples Central School District of New York State is desirous of participating with the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o. And...

WHEREAS, The Board of Education of the Naples Central School District of New York State has appointed the Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education, Naples Central School District of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That the Board of Education of the Naples Central School District of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That the Board of Education of the Naples Central School District of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services...And...

BE IT FURTHER RESOLVED, That the Board of Education of the Naples Central School District of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That the Superintendent of Schools, on behalf of the Board of Education of the Naples Central School District of New York State hereby is authorized to participate in cooperative bidding conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for various commodities and/or services and if requested to furnish the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an estimated minimum number of units that will be purchased by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

Available bid participation items are:

- |  |   |
|--|---|
| Fresh Fruits & Vegetables  | Cafeteria Paper, Supplies & Cleaning Products   |
| Telecommunications Network services                                | Ice Cream   |
| First Aid Supplies and Equipment                                   | Natural Gas   |
| Paper: Copy, Card, Computer, NCR, Misc. & Envelopes                | Electric Supplies   |
| Classroom, Office Furniture (New York State Contracts Group 20915) | Master Lease Purchase Agreement   |
| Classroom Supplies (New York State Contracts Group 23100)          | Meat, Meat Products, Cheese, Frozen Foods, Canned, & Packaged Food (NYS Contract Group 02450) |
| Athletic, Physical Education Supplies and Equipment                | Calculators   |
| Office Supplies (New York State Contracts Group 23000)             | Batteries   |
| Milk and Milk Products   | Brake Parts & Supplies  |
| Electricity  | Electrical Parts & Supplies   |
| Bread and Bread Products   | OEM Parts & Supplies  |
|  | Exhaust Parts & Supplies  |
|  | Vehicle Chassis & Related Parts   |
|  | Automotive Belts, Hoses & Wiper Parts   |

Nuts, Bolts, Fasteners, Hose Clamps & Brass Fittings	HVAC Filters
Emissions & Misc. Engine Parts	Moving Services
Batteries, Starters & Alternators	Custodial Supplies
Automotive Fluids & Filters	Trash Bags
Roofing Services	Custodial, Medical & Cafeteria Gloves
General Construction Services	Custodial Paper
Electrical Services	Masonry Services
HVAC Services	Painting Services
Plumbing Services	

- Authorization is given for the Superintendent of Schools to require an employee to submit to a medical examination to determine his/her fitness to continue employment, and to make such arrangements as are necessary to effectuate this resolution.
- Authorization is given that all School Board Policies, Code of Ethics, and School Safety Plan, as previously established, be re-adopted for the 2016-2017 School Year.
- Authorization is given to approve the Code of Conduct for the Naples Central School District per the requirements of the Project SAVE Legislation (Education Law Sections 2801 and 100.2.I of the Commissioner's Regulations.)
- Authorization is given to the Superintendent of Schools to employ temporary, part-time, per diem, or substitute personnel on an emergency basis.
- Authorization is given for the Superintendent of Schools to approve the travel and other business expenses of teaching and non-teaching personnel under adopted board policy, including advance payments.
- Authorization is given for the District Treasurer or Deputy District Treasurers to pay invoices or billings offering discounts and to pay billings for retirement, federal and state taxes, scholarships, liability and health insurance, employee voluntary deductions, and other invoice or billings the School Business Administrator deems necessary to be in the best interest of the District.
- Authorization for appointment of an Impartial Hearing Officer:

BE IT RESOLVED, that the current list of certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are identified as available to serve in this District, and the list as amended from time-to-time by the State Education Department and posted on the web-based IHO reporting system as the District's list of Impartial Hearing Officers.

BE IT ALSO RESOLVED, that the District Clerk and Superintendent or Superintendent's designee shall select certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are available to serve in the District from the list of Impartial Hearing Officers who are certified by the Commissioner of Education of New York State; and document the rotational selection process and engage in the ministerial acts necessary to determine the first available impartial hearing officer for selection in each particular case. The State Education Department's then-current published list on the web-based Impartial Hearing Officer Reporting System will constitute the District's list of names and statement of the qualifications of each Hearing Officer.

BE IT ALSO RESOLVED, that when an Impartial Hearing Officer must be appointed at a time when the Board of Education is not in session or between board meetings, the Board President or Vice-President are authorized to appoint the first available hearing officer to serve in a particular case. In the event that neither the Board President nor Vice President is available to make such an appointment, any member of the Board may appoint the first available hearing officer to serve on a particular case. Board Member appointment of an Impartial Hearing Officer to conduct a hearing shall be promptly reported to the Board.





Motion: Gail Musnicki  
2<sup>nd</sup>: Robert Hotchkiss

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 the Board of Education authorizes the creation of an Automotive Mechanic/Bus Driver position on the Ontario County Department of Civil Service roster for our District effective July 1, 2016.
- Authorization is given for the approval of the Disaster and Emergency Services Facility Agreement between the Naples Central School District and the Greater Rochester Chapter of the American Red Cross, as presented.
- Resolved, that approval be given to establish the following prices for the Naples Central School District Breakfast/Lunch Program:
  - Student Lunch Price: Elementary - \$2.20  
High School - \$2.45
  - Student Breakfast Price: Elementary & High School - \$1.45
  - Adult Lunch Price: \$3.61
- Resolved, that approval be given for the following discards to be declared surplus property and approval given to discard as per Policy #5250:

High School Library Discards:

The Fifteenth Amendment

Elementary School Library Discards:

A Bookworm Who Hatched  
A Roam Villa  
A Strange and Distant Shore  
A.A. Milne, author of Winnie the Pooh  
African Myths and Legends  
Aida  
Alien & Possum Hanging Out  
All God's Critters Got a Place in the Choir  
America's Deserts  
America's First Families  
America's Top 10 National Monuments  
An Adventure in New Zealand  
An American Safari  
Ancient Egyptian Myths and Legends  
Ancient Greek Myths and Legends  
Animal Trails and Tracks  
Basket  
Bats, Bugs and Biodiversity  
Battle for St. Michaels  
Birds in the Bushes  
Birds' Eggs  
Book of the New American Nation  
Booker T. Washington by Gleiter  
Booker T. Washington by McKissack  
Brigham Young  
Buried in Ice  
Cambodia  
Celtic Myths and Legends  
Chagall

Chinese Myths and Legends  
Christina Rossetti  
Clambake — A Wampanoag Tradition  
Clothes and Crafts in the Middle Ages  
Colibri  
Come Along, Daisy!  
Cradles in the Trees  
Crafts from your Favorite Children's Stories  
Dalmatians  
Defiance  
Discovering Shrews, Moles and Voles  
Dog Donovan  
Elephants  
Endangered Animals of the Islands  
Finding Our Way  
First Day Jitters  
First Facts about the Presidents  
First Facts about US History  
Five Brave Explorers  
Florence Nightingale  
Food & Feasts in Ancient Rome  
Food Chain Frenzy  
Fourteenth Century Towns  
Freedom River  
Frontier Surgeons  
George Gershwin  
Glovemen  
Governing New York  
Graduation of Jake Moon  
Greg Maddux  
Guantanamo Bay and Military Tribunals  
Hakeem Olajuwon

Harriet Beecher Stowe  
Heart of Cool  
Her Piano Sang  
Hero of Third Grade  
Home Crafts  
I, Jack  
I.M. Pei, Designer of Dreams  
Iktomi and the Buzzard  
Indians of the Tidewater Country  
Iran  
Jane Addams  
Jevon Kears  
Johann Sebastian Bach  
John James Audubon  
Johnny Mutton, He's So Him  
Juan Verdades  
Jubela  
Kevin Garnett  
Kid's Guide to how Trees Grow  
Kids Explore the Heritage of Western Native Americans  
Kit Carson by Gleiter  
Kit Carson by Boraas  
Kofi and His Magic  
Kurt Warner  
Leonardo da Vinci  
Let's Play Cards  
Life in a Cave  
Life on a Plantation  
Linnea's Windowsill Garden  
Lois Lowry  
Marion Jones

Me and Uncle Romie  
 Meg and Her Circus Tricks  
 Meg and the Great Race  
 Messages in the Mailbox  
 Mill  
 Minnesota Twins  
 Molly Pitcher  
 Montezuma  
 Mother Teresa  
 Mushrooms  
 Musty-Crusty Animals ABC  
 My America  
 My Name is Celia  
 My Teacher's Secret Life  
 Neeluk, An Eskimo Boy in the Days of Whaling  
 Ships  
 Nelson Mandela  
 Norse Myths and Legends  
 North American Myths and Legends  
 Oil and Gas  
 Old Meshikee and the Little Crabs  
 Pete Sampras  
 Plateau Indians  
 Please Don't Feed the Bears  
 Pooh's Bedtime Book  
 Puff — Flash — Bang!  
 Punga the Goddess of Ugly  
 Quannah Parker  
 Quit Pulling My Leg!  
 Rabbit Gets Lost  
 Ragtime Tumpie  
 Rembrandt  
 Respect and Take Care of Things  
 Riot  
 Russia, Building Democracy

Rwanda  
 Sadie the Shrew  
 Salinan  
 Sam Houston  
 Saving Endangered Birds  
 Se Ri Pak  
 Sequoyah  
 Sing to the Stars  
 Small Inventions that Make a Big Difference  
 Snakes  
 Snuffles and Snouts  
 Soldiers  
 South American Myths and Legends  
 Stanley and Livingstone  
 Subarctic Indians  
 Surprising Myself  
 Susanna of the Alamo  
 Taking Flight  
 Tangled Web  
 Terrell Davis  
 The Amazing Felix  
 The Arctic  
 The Brook  
 The Cahuilla  
 The Carolina Panthers  
 The Changing White House  
 The Chipewyan  
 The Chumash  
 The Detroit Lions  
 The Duckling Gets a Cookie  
 The Grey-Eyed Goddess  
 The Great Wonder  
 The Homes We Live In  
 The Hopis  
 The Inuit

The Lost City of the Jedi  
 The Lucky Fisherman  
 The Magic School Bus in the Haunted Museum  
 The Magic School Bus Shows and Tells  
 The Magic Wood  
 The Man Who Could Call Down Owls  
 The Monster's Ring  
 The Moon of the Monarch Butterfly  
 The Narragansett  
 The Ottawa  
 The Pawnee  
 The Pelican Chorus and Other Nonsense  
 The Quapaws  
 The Rio Grande  
 The School Survival Guide for Kids with LD  
 The Strength in These Arms  
 The Time Trekkers Visit the Romans  
 The Wildebeats' Great Migration  
 There'll be a Hot Time in the Old Town Tonight  
 This is My Song!  
 Three Names  
 Todd Helton  
 Trouble  
 Tucker Pfeffercorn  
 Two Scarlet Songbirds  
 Tyler on Prime Time  
 US Kids History  
 Walking the Road to Freedom  
 Warriors, Warthogs, and Wisdom  
 When Birds Could Talk & Bats Could Sing  
 Wildlife Rescue  
 Wolfgang Amadeus Mozart  
 Women and War  
 You Bet Your Britches, Claude  
 Zachary Taylor, 12<sup>th</sup> President of the United States

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

**Motion Carried**

**Motion: Robert Brautigam**  
**2<sup>nd</sup>: Robert Hotchkiss**

**Resolved, that the Naples Central School District Board of Education amends the motion to appoint Margaret Flanigan to read as follows:** Resolved, that the Board of Education approves the appointment of Margaret Flanigan, to a probationary term of four (4) years beginning on July 18, 2016 and expiring on June 30, 2020, as Music Teacher, effective July 18, 2016.

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

**Motion Carried**

**Motion: Jacob Hall**  
**2<sup>nd</sup>: 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 approves the appointment of Margaret Flanigan, to a probationary term of four (4) years beginning on July 18, 2016 and expiring on June 30, 2020, as Music Teacher, effective July 18, 2016. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective





**NAPLES CENTRAL SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

It is hereby agreed by and between the Board of Education of the Naples Central School District located in Ontario County in the State of New York (hereinafter called the "Board") and Matthew Frahm (hereinafter called the "Superintendent") in accordance with the action of the Board of Education as found in minutes of the meeting held on July \_\_\_, 2016 as follows: Both parties agree that the Superintendent shall continue to perform the duties of Superintendent of Schools in and for the public schools in said district as prescribed by the laws of the state of New York and by the rules and regulations made thereunder by the Board of said district and they enter into this contract pursuant to Education Law Section 1711 to set forth their agreement regarding the terms and conditions of the Superintendent's employment effective July 1, 2016.

WITNESSETH:

In consideration of the conditions, covenants and terms herein contained, it is mutually agreed as follows:

**1. Employment as Superintendent:**

The Superintendent shall be the Chief Executive Officer of the District and shall perform all the duties and accept all the responsibilities required of a Superintendent in this District or a similar district pursuant to the provisions of the Education Law of the State of New York and shall be responsible to the Board of Education of said District.

**2. Terms of Employment:**

Except as provided in sections 13 and 14 of this contract, the duration of the Superintendent's employment by the District shall be for a period of five (5) years

commencing July 1, 2016 and continuing through June 30, 2021. No later than June 30, 2020, the Board shall meet to consider extending the term of this contract for an additional period of time with the consent of both parties. Upon reaching such agreement a motion to extend the term of this contract for such a period shall be moved, seconded and voted upon by the Board.

**3. Certification and Full-Time Employment:**

The Superintendent shall furnish throughout the life of this contract, a valid and appropriate certificate as defined in the Regulations of the Commissioner of Education to act as Superintendent in the State of New York. The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of his contract. However, the Superintendent, by agreement with the Board, may undertake speaking engagements, writing, lecturing or other professional duties and obligations with or without remuneration.

**4. Duties and Authority of the Superintendent:**

The Superintendent agrees to perform such duties as Superintendent of the Naples Central School District as are now or may hereafter, during the course of this contract, be prescribed the Education Law of New York, the rules and regulations of the Commissioner of Education, Acts of the United States of America or Statutes of the State of New York. In addition, the Superintendent shall exercise such other rights and powers and shall perform such other duties as are or hereafter shall be enjoined upon his by the Board of Education of the Naples Central School District, including, but not limited to the following:

- (a) Administer and supervise the Naples Central School District within the framework of the policies of the Board of Education.
- (b) Make recommendations on curriculum planning or revision of curriculum to the

end that policies and procedures of the Board of Education may be implemented.

- (c) Keep the Board of Education advised on matters pertaining to the administration of the Naples Central School District with particular emphasis on matters relating to curriculum, discipline, personnel relations and finances.
- (d) Make recommendations to the Board of Education as to organization and/or reorganization of the administration of instructional programs, business affairs and administrative staff of the Naples Central School District, which seems to best meet the needs of the District.
- (e) Be responsible for recruiting both teaching and non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.
- (f) Recommend to the Board of Education for appointment, tenure, dismissal and the placement and transferring of all personnel.
- (g) Prepare notice of an agenda for all meetings of the Board of Education and committees thereof, together with information, comments and recommendations when requested by the Board of Education or committees thereof, and/or when deemed appropriate in the judgment of the Superintendent.
- (h) Any additional duties assigned to the Superintendent of Schools by the Board of Education shall be consistent with the duties normally associated with the position of superintendent of schools in a school district in the State of New York.
- (i) In accordance with Section 211-b(S) of the Education Law, the Superintendent shall cooperate fully with any distinguished educator appointed by the



Commissioner of Education pursuant to Section 211-c of the Education Law.

**5. Attendance at Board Meetings:**

The Superintendent shall be notified of and shall have the right to attend all meetings of the Board of Education, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which it is discussing the performance of the Superintendent or his salary or benefits.

**6. Compensation:**

The annual salary for the Superintendent commencing July 1, 2016 through June 30, 2017 shall be One Hundred Thirty One Thousand Three Hundred Twenty Eight Dollars (\$131,328). His compensation commencing July 1, 2017 through June 30, 2018 shall be One Hundred Thirty Four Thousand Six Hundred Eleven Dollars (\$134,611); commencing July 1, 2018 through June 30, 2019 shall be One Hundred Thirty Seven Thousand Nine Hundred Seventy Seven Dollars (\$137,977); commencing July 1, 2019 through June 30, 2020 shall be One Hundred Forty One Thousand Four Hundred Twenty Six Dollars (\$141,426); commencing July 1, 2020 through June 30, 2021 shall be One Hundred Forty Four Thousand Nine Hundred Sixty Two Dollars (\$144,962). Such compensation shall be paid to the Superintendent on the days established by the Board of Education for the payment of employee salaries and shall be subject to the provisions and requirement of Article II of the Education Law of the State of New York, relative to the State Teacher's Retirement System.

Throughout the term of this contract, the Superintendent will be released from his obligations upon submission of his written resignation to the Board at least sixty (60) days prior to his leaving.

**7. Other Benefits:**

The Board of Education agrees to provide the following benefits to the Superintendent of Schools.

**A. Health Insurance:**

The District will provide the Superintendent with the Blue Cross and Blue Shield Blue Point 2 Plan, with a \$5-15-30 Drug Co-Pay, or a mutually agreeable alternative health plan. For Blue Point 2 the Superintendent will contribute 12% of the total annual premium unless otherwise agreed. The District will offer a yearly enrollment window in its health plans and the Superintendent may switch plans at that time without any penalty.

If the Superintendent is otherwise covered by health insurance, in lieu of this payment towards premiums the Superintendent may receive a payment of \$750 if eligible for single coverage or \$2,000 if eligible for two persons or family coverage. Health Insurance in Retirement:

After ten (10) years employment by the District (including all prior employment) at the time of the Superintendent's retirement as per TRS requirements, the District shall provide full payment of retiree health insurance (family or individual coverage as the Superintendent chooses) in an amount equal to value of the number of the Superintendent's unused sick days at the time of his retirement at the rate of 1/240<sup>th</sup> of the then current salary, until exhaustion of the dollar amount of unused sick leave, after which the District will provide fifty (50%) of the premium for individual coverage, except for dental coverage, for the retired Superintendent for life. The Superintendent has the option of applying the dollar amount equivalent to 50% of the individual coverage to offset family coverage at his option. If the Superintendent predeceases his spouse the surviving spouse will be entitled to continue under the district health plan by continuing to use the Superintendent's accumulated sick leave account for the purpose of purchasing health insurance (including dental insurance) until exhaustion of the dollar amount of

the unused accumulated sick leave after which time the surviving spouse may continue under the district health plan by paying 100% of the premium for individual coverage. The Superintendent and his spouse will be eligible for the least costly of either the \$5-15-30 copay prescription drug rider or the drug rider in effect for administrators in the District.

**B. Dental Insurance:**

Dental coverage will be provided through the District's plan to the Superintendent and any dependents, upon filing a written request for the same, using yearly updated allowances based on usual, customary and reasonable charges.

**C. Flexible Benefits Plan:**

The District will continue to provide a flexible benefits plan for the voluntary contribution by the Superintendent, to be used for those areas allowable by law (payment of health insurance premium, non-reimbursed medical, dental, eye care costs and dependent care payments).

**D. Medical Reimbursement Plan:**

The District will make a contribution for the Superintendent each school year to a Medical Reimbursement Plan (Section 105) in the amount of \$700.00.

**E. 403(b) Plan:**

The Board shall contribute, as an employer's non-elective contribution, Two Thousand Five Hundred Dollars (\$2,500.00) per year, for each year of this contract and any year that this contract is extended, into the tax-sheltered annuity consisting of a 403(b) I.R.C. plan and/or 457 I.R.C. plan, of the Superintendent's choice. This annual contribution shall be made in twelve (12) equal or nearly equal monthly installments.

**F. Technology:**

The District shall pay and/or reimburse up to \$2,000 per year for the technology purchases/ expenses of the Superintendent, including but not limited to cellular phone usage and computers.

**G. Sick Leave:**

As of July 1, 2016, the Superintendent shall be credited with all of the unused days of fully paid sick leave which have accrued to him while employed previously by the District. In addition, the Superintendent shall continue to accrue twelve (12) days of fully paid leave each July 1 while this contract is in effect. Five (5) of these sick leave days may be used for: personal illness, physical or mental disability of the Superintendent, or illness or death in the family, or emergencies. "Family" is defined for this purpose as the Superintendent's spouse, child, stepchild if the Superintendent has been or is the responsible caregiver, mother, father, sister, brother, grandparents, or mother-, father-, sister-, or brother-in-law; grandchildren, stepparents, aunt or uncle shall be included in this definition in the case of death in the family. All leaves under this contract run concurrently with leave provided by the Family and Medical Leave Act which is hereby adopted, and no reinstatement rights of that Act are waived or modified by this contract except as provided expressly by this contract.

At the end of each school year, unused sick leave days will be carried over to the following school year to a maximum of 220 days, and any accumulated sick time beyond the 220 days will be reimbursed at \$40 per day. The additional fifteen (15) days shall be credited at the start of each school year even if the accumulated sick leave days have reached the maximum to permit up to 235 days to be available during that year.

**H. Personal Leave:**

Personal leave is for the transaction of personal business which cannot be conducted outside of the normal work day. Such leave is not available for recreational purposes. If a request is made for the use of a personal day either immediately prior to or after a vacation

period, a reason must be stated on the request for personal day use. Acceptable reasons for the use of such leave are funerals, college activities, and weddings in the immediate family, and retirement conferences/meetings. The request shall be made to the President of the Board (or in his/her absence to one of the other Board officers) who may approve the request and will inform the Board. Approval of leave at these times will be limited to no more than two (2) members of the administrative staff at one time.

The Superintendent will be allowed up to five (5) days personal leave per year. If not used by June 30, the remaining accrued days convert to and accumulate as sick leave.

**I. Bereavement:**

Up to 3 days are available per year for bereavement. This leave may be used for deaths of those people as listed under Section G of Sick Leave, above. This leave is non-accumulative and non-reimbursable. If additional days are needed they will be deducted from sick leave described in section 7 (G) above.

**J. Jury Duty and Legal Leave:**

If subpoenaed as a witness or juror, the Superintendent will be paid the difference between the fee received as such witness or juror and the per diem rate of salary. Such absences are not deductible from sick or personal leave.

**K. Extensions:**

Any extension of leave concerning personal illness or illness or death in the family will be determined by the Board of Education, in its discretion.

If the Superintendent accompanies Naples Central School students on a non-school sponsored but curricular or enrichment related trip, he shall not be subject to loss of paid personal time if unavoidably detained or circumstance requires an earlier than anticipated

departure time. Under normal circumstances, trips of this sort are to be scheduled during vacation periods.

**L. Conferences and Visitations:**

The Superintendent is encouraged to attend conferences and visit other schools.

**M. Unpaid Leave:**

A one-year leave of absence without pay may be granted by the Board of Education in its discretion. Under some circumstances fringe benefits may be allowed during such leave.

**N. Emergency Leave:**

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the sick leave program.

**O. Childrearing Leave:**

1. Childrearing leave shall be available upon the following terms:

- (a) Written notice of request for childrearing leave is to be delivered to the Board of Education as soon as practicable.
- (b) Such request shall include the estimated or intended date of commencement of such leave, and the intended date for return to work. Generally, such return is to be at the beginning of a semester.
- (c) Childrearing leaves must be approved by action of the Board of Education.
- (d) While on childrearing leave, the Superintendent shall be entitled to such benefits, if any, as District policy and/or law, requires.

2. Adoptive leave is available, upon the same terms:

- (a) Written notice of request for adoptive leave is to be delivered as soon as possible after the notification of adoption is made by the adoption agency.
- (b) At such time, the Superintendent shall notify the Board of Education of the date she wishes to commence and terminate such

adoptive leave. Generally, such return date is to be at the beginning of the semester.

**P. Vacations:**

The Board agrees to provide the Superintendent with twenty-five (25) days of vacation in each year of employment. Up to five (5) vacation days can be carried over to the following year without the Board's approval. Up to five (5) of the vacation days (or up to ten (10) if five days have been carried over from the previous year) may be taken during the academic year (except that this limit does not apply to school breaks such as the Christmas, Winter, or Spring recesses). Any unused vacation days can be turned in for sick days at the end of each year for use as per Section 7 (G) of this contract. Accumulation of vacation cannot exceed 30 total vacation days. The scheduling of vacations shall be made by the Superintendent so as not to interfere with the operation of the Naples Central School.

**Q. District Holidays:**

The following shall be paid holidays:

Labor Day	Columbus Day
Veteran's Day	Christmas Eve
Thanksgiving Day	Christmas Day
Thanksgiving Friday	New Year's Day
Martin Luther King Day	President's Day
Good Friday	Memorial Day
July 4 <sup>th</sup>	

**8. Professional Dues:**

The District shall pay professional dues for the Superintendent for membership in the NYS Council of School Superintendents and one other professional organization as designated by the Superintendent.

**9. Professional Development:**

The Superintendent is authorized, at his option, to attend professional meetings on all levels (National, State and Local) for the purpose of keeping apprised of developments in the educational field and school administration, at the expense of the District and at the reimbursement rate allowed by the Board and as set forth under General Municipal Law, section

77-b.

**10. Physical:**

Each year during the term of this contract the Board shall pay all of the uninsured expenses of a complete annual physical examination for the Superintendent. Such complete annual physical examination shall be conducted by a physician of the Superintendent's choice.

**11. Evaluation:**

The parties agree that the Board shall devote one meeting during the month of June in each year of the Superintendent's employment by the District (or such other time as the parties may mutually agree) to an evaluation in executive session of his performance and working relationship with the Board. The evaluation shall conform to Commissioner's Regulation 110.2 and shall be based upon performance criteria and an evaluation process mutually agreed upon by the parties. The performance evaluation shall be kept confidential by the Board members. The Superintendent will have the opportunity to confer with the Board and receive the written



evaluation, which shall become part of his personnel record.

**12. Board and Superintendent Relations:**

The Board shall promptly and discretely refer to the Superintendent in writing for his study and evaluation, any and all criticisms, complaints, suggestions, communications or comments of which the Board is aware and which the Board deems to be significant regarding the administration of the District or the Superintendent's performance of duties. The Superintendent will keep the Board apprised of any major concerns which have direct bearing on the Board and its responsibilities to develop policy.

**13. Disability:**

If the Board reasonably determines in its judgment that the Superintendent has been unable to render fully and adequately the services required of the Superintendent by this contract for a period of six (6) months in any period of twelve (12) calendar months, whether such inability is due to illness, accident, physical or mental disability, the Board may, at its option and upon written notice to the Superintendent, terminate this contract with the termination to be effective three (3) months following notification to the Superintendent of the intention to terminate. Such termination of contract shall be effective notwithstanding any other provisions of this contract, including, but not limited to, provisions providing for sick leave absences.

**14. Early Termination:**

The Superintendent's employment during the term of this contract may only be terminated for just cause, in accordance with the procedures set forth below:

- (a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an

independent hearing officer who shall be an attorney at law or an American Arbitration Association arbitrator. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association (AAA) by either party for a list of Arbitrators and the selection shall be made pursuant to the AAA Labor Arbitration Rules.

- (b) The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.
- (c) Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Section 12 of this contract or charges based on any allegation which was made known in writing to the Superintendent by the Board more than one (1) year before the charge is filed, shall not be admissible at such hearing against the Superintendent. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.
- (d) The hearing officer shall, upon the conclusion of the hearing, prepare and submit a

written decision, which decision shall include findings of fact, a disposition of each charge and a determination as to whether there is just cause to terminate. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

**15. Voluntary Resignation:**

In the event the Superintendent wishes to terminate his contract with the Naples Central School District, notification should be made to the Board of Education at least six (6) months if the resignation is for the purposes of retirement, and ninety (90) days if the purpose is for resignation, prior to the anticipated resignation date.

In the event the Superintendent resigns prior to the expiration of this contract, the District's compensatory obligation to the Superintendent is terminated on the effective date of the resignation.

**16. Professional Liability:**

The Board of Education agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the school district, provided the incident arose while the Superintendent was acting in good faith within the scope of his employment and provided further that such indemnification is within the authority of the Board to provide under state law, except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. Such defense and indemnification shall not apply to any action, proceeding or claim against the Superintendent by the Board relating to the terms of this contract or the Superintendent's performance of his

duties.

As a condition of receiving such defense and indemnification, the Superintendent shall deliver a copy of any legal papers to the District Clerk within ten (10) days of receipt of the same.

**17. Ethics:**

Both the Board and the Superintendent agree to abide by the Code of Ethics of the New York State School Boards Association and the American Association of School Administrators.

**18. Complete Agreement:**

This contract contains all the agreements made between the Board and the Superintendent and on its effective date (July 1, 2016) supersedes all prior contracts, memoranda and agreements. No other document shall be deemed to contain any binding commitment between the Board and the Superintendent unless it:

- (a) Contains an express statement or clear implication that it is intended to constitute a binding commitment,
- (b) Is dated on or subsequent to the date this contract is signed by the President of the Board and
- (c) Is signed by the Superintendent and by the President of the Board pursuant to a Board resolution authorizing the President to do so.

Dated this \_\_\_\_ day of June, 2016, effective July 1, 2016.

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Matthew T. Frahm, Superintendent

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Margo Ulmer, President, Board of Education

Attest:

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School District Clerk, Board of Education



RENÉE L. RIDER, ASSISTANT COMMISSIONER  
OFFICE OF STUDENT SUPPORT SERVICES  
89 Washington Avenue, Room 319-M EB  
Phone: (518) 474-4817; Fax: (518) 474-7758  
E-mail: [renee.rider@nysed.gov](mailto:renee.rider@nysed.gov); Web: [www.p12.nysed.gov/sssf](http://www.p12.nysed.gov/sssf)

**TO:** BOCES District Superintendents  
Superintendents of Public School Districts  
Principals of Public Schools

**FROM:** Renée L. Rider, Assistant Commissioner

**SUBJECT:** Recent Legislative Changes Related to School Emergency Response Planning

**DATE:** May 19, 2016

Over the past few decades, threats to schools have evolved and recent events have demonstrated that there are people who seek to commit violent acts in schools. Whether this threat is posed by a member of the school community or an outside individual or group, school staff must be prepared to take immediate protective action in the event of such an incident. Historically, school emergency planning focused on fire safety through regular fire drills in schools. As a result of good planning and modern safety systems such as fire alarms and sprinklers, fire-related fatalities in public schools are now nearly nonexistent in the United States. However, it has become clear that for schools to be equally as prepared for a possible occurrence of violence, expanded emergency response drills, including lock-down drills, are essential.

Due to the importance of school preparedness in an emergency, the New York State School Safety Improvement Team—which is composed of staff from the Governor's Office of Public Safety, the New York State Police, the New York State Education Department, the New York State Division of Homeland Security and Emergency Services, and the New York State Division of Criminal Justice Services—recommended statutory amendments to improve the scope of school emergency response planning. These changes included reducing the required number of annual fire drills as well as adding a new requirement that schools conduct four annual lock-down drills. As such, the 2016-17 Enacted State Budget included amendments to Education Law Sections 2801-a and 807 (Chapter 54 of the Laws of 2016). These amendments will take effect on July 1, 2016. Highlights of these changes are below.

**Amendments to Education Law § 2801-a: School Safety Plans**

1. In addition to the existing notification requirements in the event of a violent incident, the statute now requires that each district develop policies and procedures for contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.

2. The statute includes a new requirement that each district submit certification to NYSED that all district and school staff have undergone annual training on the emergency response plan, and that the school safety training include components on violence prevention and mental health. New employees hired after the start of the school year must receive training within 30 days of hire. The Department will require schools to certify that all school staff received this training by September 15<sup>th</sup> of each school year, or within 30 days of hire, whichever is sooner.<sup>1</sup>
3. The amendments require district-wide safety plans to include the designation of a chief emergency officer who is responsible for coordinating communication between staff and law enforcement and first responders and for ensuring staff understanding of the district-level safety plan. The chief emergency officer shall also be responsible for ensuring completion and yearly update of building-level emergency response plans. The building-level emergency response plan shall be kept confidential and shall not be disclosed except to authorized department staff and law enforcement officers.<sup>2</sup>
4. The amendments require that building-level emergency response plans include policies and procedures for response to emergency situations such as those requiring evacuation, sheltering and lock-down (evacuation routes, shelter sites, procedures for addressing medical needs, transportation and emergency notification of parents and guardians). The building-level emergency response team is now expanded to include fire officials, and at the discretion of the board, a student may be permitted to participate in the school safety team, but may not have access to confidential building-level emergency response plans or be present where confidential building-level emergency response plans are being discussed.
5. The statute eliminated the provision allowing single building districts to create a building-level emergency response plan that contains all aspects of the district plan. However, the statute now authorizes the Commissioner, in consultation with the Superintendent of State Police, to develop an appeals process from duplicative requirements of district-wide school safety plans for districts with only one school building.
6. The amendments require the district-wide safety plans to be made available for public comment, however, to comply with the confidentiality provisions of this section, public comment is no longer required for the summary of the building-level emergency response plan.
7. Additional technical amendments were made to the statute to eliminate certain expired provisions relating to Project SAVE Legislation, making the language throughout more consistent and easier to understand.

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<sup>1</sup> Certification that staff has received training as indicated in #2 will be collected as part of the Basic Educational Data System (BEDS) collection beginning in October 2016.

<sup>2</sup> Chief Information Officer will be collected as part of BEDS beginning in October 2016.

8. The amendments removed the Commissioner's authority to provide a waiver from the requirements of this section for a two-year period for schools that had plans in substantial compliance prior to the effective date of this section.

#### **Amendments to Education Law § 807(1-a), (b): Fire and Emergency Drills**

1. The amendments expanded fire drill requirements to also include emergency drills to prepare students to be able to respond appropriately in the event of a sudden emergency.
2. The statute now requires twelve drills be conducted each school year, four of which must be lock-down drills, the remaining eight are required to be evacuation drills.
3. There is still a requirement that eight of the required twelve drills must be completed in the first half of the school year. However, the date of completion has been changed from December 1 to December 31 of each school year.

The statute now explicitly requires schools to conduct lock-down drills, which are essential, because they prepare students and staff to respond to the highest level of threat with the most urgent action and the least margin for error. The goal is to have schools conduct drills where they immediately clear hallways, lock doors and take positions out of sight to practice their ability to put the building into a protective posture as quickly as possible. These emergency measures allow time for responding law enforcement to arrive on scene and neutralize the threat. If possible, law enforcement should be involved in the drills to help prepare students and staff for their interactions and release from lock-down by uniformed officers. However, law enforcement involvement is not required by the new legislative mandate. Other protective actions such as lock-out or shelter in place are emergency actions that are usually preceded by some degree of warning time and do not require the immediate response necessary for a lock-down. While the school should be well versed in their lock-out and shelter in place protocols, lock-down is the only type of protective action that is specifically required by the statute.

In the coming months, New York State Education Department and School Safety Improvement Team staff will be amending Commissioner's Regulations § 155.17 to conform to the statute and will be working to provide expanded guidance on these important sections of Education Law and how schools can best meet these new requirements. For additional information, please visit our website at: <http://www.p12.nysed.gov/sss/ssae/schoolsafety/> or contact us at: [info@safeschools.ny.gov](mailto:info@safeschools.ny.gov) or [StudentSupportServices@nysed.gov](mailto:StudentSupportServices@nysed.gov). As always, thank you for your continued dedication to keeping our children and schools safe.



## MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between NAPLES ASSOCIATION OF SCHOOL ADMINISTRATORS (hereinafter sometimes referred to as "Association"), MATTHEW FRAHM, Superintendent of Schools (hereinafter sometimes referred to as the "Superintendent") and the NAPLES CENTRAL SCHOOL DISTRICT (hereinafter sometimes referred to as the "School District"), collectively referred to as the "parties".

WHEREAS, the parties have discussed the interpretation and application of Article III, 8 of the collective bargaining agreement; and

WHEREAS, the parties have had discussions concerning this provision and have reached an agreement to resolve this 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:

1. The parties agree that upon retirement administrators should have the option to enroll in their choice of the health insurance plans offered to active employees by the District.
2. Article III, 8 of the parties' collective bargaining agreements provides:

### Health Insurance after Retirement

**Health Insurance After Retirement.** Any administrator employed by the Naples Central School District after July 1, 2006 must be employed by the district in an administrative capacity for a minimum of 10 years, at the time of their retirement from the district as per TRS requirements, to be eligible for health insurance. Administrators employed by the district prior to July 1, 2006 are eligible for district health insurance upon their retirement from the district as per TRS requirements. At the time of retirement, the district will provide the retiring administrator with a statement indicating the number of unused and accumulated sick leave days in the administrator's account at the time of retirement. Such days shall have a value equal to 1/240th of the then current salary for 12-month employees and 1/220th of the then current salary for 11-month employees at the time of retirement. The district will thereafter pay the full cost of the health insurance program in

effect for active administrators in the district (except for the cost of dental insurance), family or individual coverage as the retiree chooses, until exhaustion of the dollar amount of the unused accumulated sick leave at the time of retirement, after which time the district will provide fifty percent (50%) of the premium for individual coverage, except for dental coverage, for the retired administrator for life. The retired administrator has the option of applying the dollar amount equivalent to 50% of individual coverage to offset family coverage at his/her option. If the retired administrator predeceases his/her spouse, the surviving spouse will be entitled to continue under the district health plan by continuing to use that administrator's accumulated sick leave account for the purpose of purchasing health insurance (including dental insurance) until exhaustion of the dollar amount of the unused accumulated sick leave at the time of retirement, after which time the surviving spouse may continue under the district health plan by paying 100% of the premium for individual coverage. The retired administrator and spouse will be eligible for the least costly of either the \$5-15-30 copay prescription drug rider; the drug rider in effect for active administrators in the district; **or another plan offered to active employees of the District as it may change from time-to-time.**

If the administrator becomes permanently disabled (subject to verification by the District's appointed medical personnel) he/she may participate in the then-existing health insurance plan **or another plan offered to active employees of the District as it may change from time-to-time**, to the extent allowed by law and then current carrier policy and contract upon payment by the administrator of any and all costs of such participation.

3. The parties further agree that the collective bargaining agreement will be revised to reflect this agreement in the next round of collective negotiations.
4. This constitutes the full and complete agreement between the parties.
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.

FOR THE DISTRICT:

FOR THE ASSOCIATION

\_\_\_\_\_  
Matthew T. Frahm  
Superintendent of Schools  
Naples Central School District

\_\_\_\_\_  
Kristina A. Saucke  
Naples Association of School Administrators  
Naples Central School District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_