

BOARD MEETING: Regular
DATE: Wednesday, December 12, 2018
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 December 12, 2018 (Board Action)

IV. Pledge of Allegiance

V. 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 Reponse: 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.

VI. Points of Interest

VII. Superintendent Recognitions & Updates

- Kudos
- Operation Santa
- Four County School Boards Association
- Capital Project Update
- Virtual Reality Demonstration
- Happy Holidays from the Naples Central School District

VIII. Board Reports

- Facilities Committee

IX. Minutes (Board Action)

- Regular Meeting of November 28, 2018

X. Election Services Agreement (Board Action)

XI. Contractual Agreement (Board Action)

- Naples Teachers' Association: Tentative Agreement

XII. Stipulation of Settlement (Board Action)

XIII. Business / Financial (Board Action)

- Policy Updates
- Trap Shooting Club Handbook
- Discards
 - Elementary Library
 - Facilities

XIV. Personnel (Board Action)

- Family Leave of Absence
- Resignation

XV. Consent Agenda Items (Board Action)

- CSE and 504 Committee Recommendations
- Substitute(s)
 - Teacher Aide
 - School Bus Monitor
 - School Monitor

XVI. Adjournment (Board Action)

Regular Meeting

December 12, 2018

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, December 12, 2018 at _____ p.m. in the Naples High School Cafeteria.

Members Present:	Robert Brautigam	Thomas Hawks
	Joseph Callaghan	Kelley Louthan
	Carter Chapman	Gail Musnicki
	Brent Gerstner	Maura Sullivan
	Jacob Hall	Owen Kennedy

Members Absent:

Also Present: Matthew Frahm, Mitchell Ball, Kristina A. Saucke, E. Bridget Ashton, Katherine Piedici and Anneke Radin-Snaith.

A quorum being present, the meeting was called to order at _____ p.m. by Board President Jacob Hall.

Motion:

2nd:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of December 12, 2018 as presented.

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

Motion:

2nd:

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

- Regular Meeting of November 28, 2018

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

Motion:

2nd:

WHEREAS, the Board wishes to obtain election services from Ontario County, for and on behalf of its Board of Elections, to be received in connection with its annual meeting and election on May 21, 2019; and

WHEREAS, Ontario County has agreed to provide election services to the School District; and

WHEREAS, the Board, after careful consideration of an agreement for the provision of election services by Ontario County to the School District, wishes to execute the agreement.

NOW THEREFORE BE IT RESOLVED, that, the Board of Education hereby accepts and agrees to:

1. Execute the agreement for the provision of election services by Ontario County, for and on behalf of its Board of Elections, to the School District in connection with the School District's annual meeting and election on May 21, 2019.
2. This resolution shall take effect immediately.

Voting Yes: **Motion Carried**

Voting No: **Motion Denied**

Abstentions:

Motion:

2nd:

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the Tentative Agreement between the Naples Teachers' Association and the Naples Central School District as follows:

The Superintendent of the Naples Central School District (Superintendent) and the Naples Teachers' Association (NTA) agree to extend the 2017-2018 Annual Professional Performance Review Plan (APPR) for one year with the following modifications:

1. Edit the cover page and other "dated" pages of the plan to reflect the 2018- 2019 school year.
2. Correct typographical errors in the APPR Plan document: p. 3 insert a space between "2016-2017school"; remove an extra space between "3012-d ,"; p.7 remove extra spaces after "consistent"; p.10 remove an extra space between "Observation" and "score".
3. The District-wide SLO growth target will be 3% for the 2018-2019 school year.

Both parties understand that this Agreement is effective July 1, 2018 and that all provisions of the APPR not modified by this Agreement will remain in effect until June 30, 2019.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

WHEREAS, the Board of Education has reviewed a proposed Stipulation of Settlement

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board hereby approves the Stipulation of Settlement with an employee and authorizes the Board President and the Superintendent of Schools to execute any necessary documents on behalf of the Board of Education upon the recommendation of legal counsel.
2. Effective December 3, 2018.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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 approves the following policies, regulations and forms as presented:
 - Policy #4212: Organizational Chart
 - Policy #5140: Administration of the Budget
 - Policy #5413: Uniform Grant Guidance for Federal Awards
 - Policy #6159: Registration and Professional Development
 - Policy #7222: Diploma and/or Credential Options for Students with Disabilities
 - Policy #7260: Designation of Person in Parental Relation
 - Policy #7512: Student Physicals
 - Policy #7522 Concussion Management

- Resolved, that the Board of Education approves the New York State High School Clay Target League Handbook as presented as the Naples Central School Trap Shooting Club Handbook.
- Resolved, that approval be given for the following discards to be declared surplus property and approval given to discard as per Policy #5250:

Elementary Library Discards, One copy each:

- Guinness World Records, 2006
- Fire Fighters
- Incredible Sharks
- The Sign of the Black Rock
- Three Thieves, Volume 1, Tower of Treasure
- Three Thieves, Volume 3, The Captive Prince
- Helen Keller, Rebellious Spirit

Facilities Discards:

- Thirty-five (35) Student Desks
- Sixty (60) Student Chairs
- Various Book Shelves
- Various Filing Cabinets

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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 request of Katherine Piedici, Director of Pupil Personnel, for an unpaid family leave of absence commencing from the end of her paid pregnancy related disability leave through on or around May 6, 2019, with benefits continuing throughout her leave as per the family medical leave act, anticipated delivery date on or around February 27, 2019.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Curtis Sprentall, School Bus Driver, with regret, effective December 6, 2018.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:

- a. Resolved, that the Board of Education approves committee recommendations from the following meetings:
 - Committee on Special Education actions of November 14, 2018; November 19, 2018; November 20, 2018 and November 26, 2018.
 - 504 Committee actions of November 20, 2018

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

<u>Name</u>	<u>Position</u>	<u>Address</u>
Ashley Daggett	Teacher Aide	3215 Shay Road, Naples, NY 14512
Ashley Daggett	School Bus Monitor	3215 Shay Road, Naples, NY 14512
Ashley Daggett	School Monitor	3215 Shay Road, Naples, NY 14512

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of December 12, 2018 is hereby adjourned at _____.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

ELECTION SERVICES AGREEMENT

This Election Services Agreement ("Agreement") is entered into between Ontario County, for and on behalf of its Board of Elections, with offices at 2930 County Road 48, Canandaigua, NY 14424 (hereinafter referred to as the "Board of Elections") and the Naples Central School District Board of Education, with offices at 136 North Main Street, Naples, NY 14512 (hereinafter referred to as the "School Board").

WHEREAS, the School Board will hold an election on the 21st day of May, 2019, and is seeking the assistance of the Board of Elections in providing election services consisting of the provision, programming and usage of Help America Vote Act ("HAVA") compliant Voting Machines, all equipment and machine supplies necessary to conduct voting operations upon the voting machine; as well as assistance concerning voting operations prior to and on the day of the election; and

WHEREAS, pursuant to Section 3-224 of the New York State Election Law, the Board of Elections may permit school districts within the County to use its Voting Machines and other equipment, for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by the School Board; and

WHEREAS, pursuant to Education Law §2035(1), the School Board is authorized, if the Board of Elections shall consent thereto, to use voting machines belonging to the Board of Elections.

NOW THEREFORE, the parties hereto hereby enter into this Agreement applicable to the Naples Central School District Election being held on the 21st day of May, 2019, and any subsequent revote(s) related thereto (hereinafter referred to as the "Election") as follows:

1. The Board of Elections shall provide, program, test, deliver, install, prior to election day and retrieve after Election Day, pairs of one (1) optical scan Voting Machine and one (1) HAVA compliant ballot marking device, with privacy booths (collectively referred to as "Voting Machines") for each polling site designated by the School Board for the school election to be held on the 21st day of May, 2019, in a number deemed adequate upon mutual agreement between the parties. However, the Board of Election's obligation to provide such Voting Machines shall be subject to their availability. For purposes of this Agreement, the Voting Machines shall not be available at the time or times as may be required under the law. The Board of Elections shall notify the School District within forty (40) business days of the Election Day if the Voting Machines are unavailable for the Election.
2. The Board of Elections has provided a list of trained Election Inspectors to the School Board. No later than two (2) weeks prior to the Election, the School Board will send to the Board of Elections a list of Election Inspectors appointed by the School Board in accordance with Education Law Section 2025(3)(b) for review by the Board of Elections. Only Election Inspectors approved by the Board of Elections shall be used by the School Board in the Election. After such approval is given, no subsequent

changes or substitutions may be made to the list of Election Inspectors without prior approval by the Board of Elections.

3. The School Board shall provide the Board of Elections and the contact designated in Exhibit A to this Agreement, with the proposed ballot template as prepared by Phoenix Graphics in Rochester, NY no later than forty (40) calendar days prior to the Election. The School Board, or its designee, shall verify to the Board of Elections that it has reviewed and approved of the ballot template by signing copies of said ballot PDF no later than fifteen (15) calendar days prior to the Election, which signed copies shall be sent to the contact designated in Exhibit A to this Agreement. No later than fifteen (15) calendar days prior to the Election, the School Board, or its designee, shall forward to the Board of Elections, sent to the contact designated in Exhibit A to this Agreement, said approved ballot template, including the names of candidates for the Board of Election, their positioning on the ballot, and any budget question(s) identified by the School Board in a PDF format to Phoenix Graphics for the purpose of creating test ballots and Election Day Ballots. The School Board shall be responsible for all printing and formatting costs as invoiced by Phoenix Graphics to the School Board. All notifications under this paragraph, except for invoicing and payment, shall be made by both email and facsimile to the contacts designated in Exhibit A.
4. The Board of Elections shall utilize the ballot layout approved by the School Board, created and defined by Phoenix Graphics and create the live ballot for programming the machines and test ballots to test and tabulate the results cast upon the ballot.
5. The Board of Elections shall provide the services of Board of Elections staff to conduct pre-election testing of the Voting Machines, deliver the Voting Machines and, any other associated equipment, supplies, and provide technical assistance as needed before and on Election Day. On Election Day, Board of Elections staff shall respond with reasonable promptness to any School District polling location should a situation arise where technical assistance is needed, or the School District's election inspectors are unable to address the situation. The Board of Elections will not conduct a post-election audit unless authorized or directed to do so in accordance with the provisions of the Education Law.
6. Board of Elections staff shall be reasonably available to respond to the School Board's polling site(s) should a Voting Machine problem arise on Election Day. Only Board of Elections staff may move, adjust, service, or repair Voting Machines.
7. The School Board shall pay for all costs incurred by the Board of Elections for the services provided under this Agreement. This fee shall cover all costs associated with the equipment and services provided by the Board of Elections under this Agreement, including, but not limited to, costs associated with programming, testing, delivery, installation, servicing, repair, maintenance, retrieval, transportation and impoundment of the election machines; on-call technical staff available to immediately respond to polling locations in the event technical assistance is needed; and post-Election re-

testing and auditing of Voting Machines, as well as billing for services provided under this Agreement. Such fee shall further include, but not be limited to, wages and benefits of Board of Elections staff or contractors providing the services, mileage, equipment, transportation costs, etc. contemplated under this Agreement. The fee for Voting Machine Technicians is \$20.00 per hour, per technician. The School Board shall pay the actual amount invoiced by the Board of Elections to the County of Ontario within thirty (30) days of receipt of an invoice. The School Board shall also be responsible for payment to Phoenix Graphics for services they provide under paragraph three (3) above, and the additional fee to be paid by the School Board as set forth in paragraph eight (8) below.

8. The School Board shall be responsible and liable for the Voting Machines provided to it hereunder, including associated equipment and supplies, while the School Board is in possession thereof. The School Board shall take all steps reasonably necessary to ensure the security of Voting Machines, equipment and supplies. The School Board further agrees that any and all Voting Machine mechanical problems/issues on Election Day will be resolved only by individuals designated by the Board of Elections for such purpose, and not by Election Inspectors appointed by the School Board. The School Board further agrees to pay for the reasonable repair or replacement costs incurred as a result of damage to any Voting Machine(s), or associated equipment and/or supplies as a result of the negligence of the School Board or its agents or employees.
9. The Board of Elections and/or Ontario County shall NOT be liable for any voting machine and/or equipment failure or malfunction during the 21st day of May, 2019 Election; nor shall they be liable for any costs incurred by the School Board or the Naples Central School District as a result of such failure or malfunction. The School Board and the Naples Central School District shall fully indemnify and defend Ontario County and/or the Board of Elections – including the employees, agents or subcontractors thereof -- against any claims, lawsuits, or other demands (including attorney's fees and all associated costs) arising from the School District's use of the Board of Elections voting machines. The School District's duty to defend hereunder shall attach immediately upon notice to the School District from Ontario County or the Board of Elections of receipt of such claim, lawsuit or demand. The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.
10. It is acknowledged that regarding all aspects of the Election, the aforementioned Election Inspectors shall be deemed to be agents and/or employees of the School Board; and are NOT, and shall not hold themselves out to be, employees or agents of the Board of Elections or Ontario County, nor make any claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. The School Board shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the School Board as an employer of labor or otherwise.

11. Prior to execution of this Agreement, the School Board shall provide proof that it is carrying general liability insurance with coverage of at least \$1,000,000 per occurrence, \$50,000 Fire Damage, \$1,000,000 general aggregate, and shall name the Ontario County Board of Elections and Ontario County as additional insureds on said policies, and provide proof thereof. Such insurance shall remain in place through at least ninety (90) days after the Election.
12. This Agreement shall be subject to the approval of the Naples Central School District Board of Education as well as the Ontario County Board of Supervisors.
13. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement on the date(s) set forth below.

COUNTY OF ONTARIO

By:

Charles Evangelista, Elections Commissioner

Dated: _____

Michael J. Northrup, Elections Commissioner

Dated: _____

ONTARIO COUNTY ADMINISTRATOR

By:

Mary A. Krause, County Administrator

Dated: _____

Approved as to manner and form of execution

By:

Arthur L. James III, Assistant County Attorney

Dated: _____

NAPLES CENTRAL SCHOOL DISTRICT

By:

(Signature)

Matthew T. Frahm, Superintendent of Schools
(Print)

Dated: _____

Approved by the Naples Board of Education by resolution adopted on the 12th day of December, 2018.

Mitchell J. Ball, District Clerk

EDUCATIONAL INSTITUTION ACKNOWLEDGMENT

STATE OF NEW YORK)

:ss.:

COUNTY OF ONTARIO)

On the ____ day of December, in the year 2018 before me personally appeared Matthew T. Frahm, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that he resides at 156 Cliffside Drive in the Town of Canandaigua, County of Ontario, State of New York; that he is Superintendent of Naples Central School District, the Institution described in said instrument; that, by authority of the Board of Trustees of said Institution, he is authorized to execute the foregoing instrument on behalf of the Institution for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said Institution, as the act and deed of said Institution.

Notary Public

Exhibit B
Purchase or Lease of Merchandise, Equipment, Food Products & Services

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER (Name of Agent)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> CONTACT NAME PHONE (Ext.) E-MAIL ADDRESS PRODUCER CUSTOMER NO. # </td> <td style="width: 40%;"> FAX NAIC # </td> </tr> </table>		CONTACT NAME PHONE (Ext.) E-MAIL ADDRESS PRODUCER CUSTOMER NO. #	FAX NAIC #												
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INSURED (Vendor)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="width: 70%;">INSURER A: Insurance Company</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER B: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		INSURER A: Insurance Company	NAIC #	INSURER B: Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																
INSUR	TYPE OF INSURANCE	LIMITS														
X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PER ☐ LOC	(Policy Number) (Date) (Date) EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000														
X	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	(Policy Number) (Date) (Date) COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$														
X	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to N/A) If yes, describe under SPECIAL PROVISIONS below	(Policy Number) (Date) (Date) EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$														
SAMPLE																
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																
Vendor services/products provided as per contract with Ontario County																
CERTIFICATE HOLDER Ontario County 20 Ontario Street Canandaigua, NY 14424		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE														

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



Tentative Agreement

Naples Teachers' Association

and the

Superintendent for the Naples Central School District

The Superintendent of the Naples Central School District (Superintendent) and the Naples Teachers' Association (NTA) agree to extend the 2017-2018 Annual Professional Performance Review Plan (APPR) for one year with the following modifications:

1. Edit the cover page and other "dated" pages of the plan to reflect the 2018- 2019 school year.
2. Correct typographical errors in the APPR Plan document: p. 3 insert a space between "2016-2017school"; remove an extra space between "3012-d ,"; p.7 remove extra spaces after "consistent"; p.10 remove an extra space between "Observation" and "score".
3. The District-wide SLO growth target will be 3% for the 2018-2019 school year.

Both parties understand that this Agreement is effective July 1, 2018 and that all provisions of the APPR not modified by this Agreement will remain in effect until June 30, 2019.

For the District

Matthew T. Frahm

Superintendent of Schools

Naples Central School District

For the Association

Andrew Scott Petrie

President Naples Teachers' Association

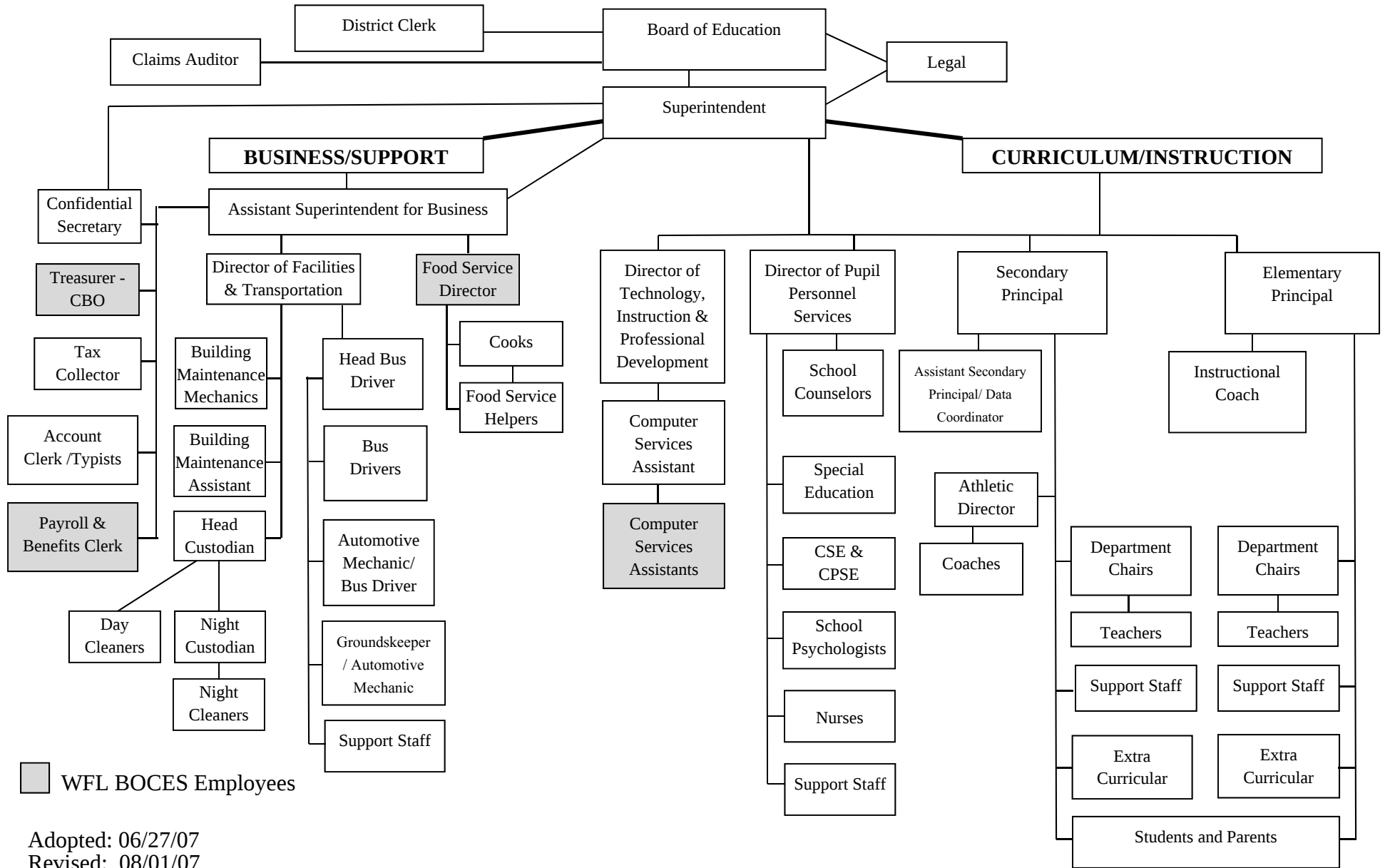
Date

Date

Approved by the Naples Board of Education: December 12, 2018

NAPLES CENTRAL SCHOOL DISTRICT ORGANIZATIONAL CHART

4212



Adopted: 06/27/07
 Revised: 08/01/07
 Revised: 02/16/11
 Revised: 10/18/17
 Revised: 12/12/18

SUBJECT: ADMINISTRATION OF THE BUDGET

The Superintendent, working in conjunction with the administrative staff, is responsible to the Board of Education for the administration of the budget. This includes, but is not limited to:

- a) Acquainting District employees with the final provisions of the program budget and guiding them in planning to operate efficiently and economically within these provisions.
- b) Providing direction to the District in maintaining those records of accounting control as are required by the New York State Uniform System of Accounts for School Districts, the Board, and other procedures, as are deemed necessary.
- c) Keeping the various operational units informed through periodic reports as to the status of their individual budgets.

Unless otherwise provided by law, no claim against the District will be paid unless such claims have been audited and approved by the *Board/Claims Auditor.

Budget Transfers

Within monetary limits as established by the Board, the Superintendent is authorized to transfer funds between and within functional unit appropriations for teachers' salaries and ordinary contingent expenses. Whenever changes are made, they are to be incorporated in the next Board agenda for informational purposes only.

Statement of the Total Funding Allocation

When required by law, the District will annually submit, prior to July 1, to the Commissioner of Education and the Director of the Budget a detailed statement of the total funding allocation for each school in the District for the upcoming school budget year. This statement will be in a form developed by the Director of the Budget, in consultation with the Commissioner of Education. This statement will be made publicly available and posted on the District website.

Education Law §§ 1604(35), 1709(20-a), 1711, 1718, 1724, 1950(4)(k), 2508, 2523-2526, 2554(2-a),
and 3614
8 NYCRR §§ 170.12(c) and 170.2(l)

Adopted: 06/27/07

Revised: 12/12/18

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

The District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

Uniform Grant Guidance Requirements

Under the Uniform Grant Guidance, the District will, among other things:

- a) Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance.
- b) Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process, implemented by the District, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - 1. Effectiveness and efficiency of operations;
 - 2. Reliability of reporting for internal and external use; and
 - 3. Compliance with applicable laws and regulations.
- c) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- d) Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.
- e) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- f) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g) Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(Continued)

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL
AWARDS (Cont'd.)**

- h) Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- i) Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
- j) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- k) Maintain records that sufficiently detail the history of the procurement including, but not limited to:
 - 1. Rationale for the method of procurement;
 - 2. Selection of contract type;
 - 3. Contractor selection or rejection; and
 - 4. The basis for the contract price.
- l) Use time and material contracts, only after a determination that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
- m) Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance.
- n) Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- o) Have written procedures for procurement to ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.

(Continued)

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL
AWARDS (Cont'd.)**

- p) Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- q) Use one of the following methods of procurement, which include:
 - 1. Micro-purchases;
 - 2. Small purchase procedures;
 - 3. Sealed bids;
 - 4. Competitive proposals; and
 - 5. Noncompetitive proposals.
- r) Have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- s) Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- t) Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- u) Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- v) Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.
- w) Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

2 CFR §§ 200.61, 200.303, 200.318, 200.319, 200.320, 200.321, 200.323, and 200.326
2 CFR Part 200, App. II

(Continued)

2018

5413

4 of 4

Non-Instructional/Business
Operations

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL
AWARDS (Cont'd.)**

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering
#5411 -- Procurement of Goods and Services
#5570 -- Financial Accountability
#5670 -- Records Management
#6110 -- Code of Ethics for Board Members and All
District Personnel
#6161 -- Conference/Travel Expense Reimbursement

Adopted: 12/12/18

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT**Registration**

All employees who are certificate holders must register with the State Education Department (SED) every five years through the TEACH system. An employee is a certificate holder if he or she holds a permanent or professional certificate in the classroom teaching service, a permanent or professional certificate in the educational leadership service (i.e., school building leader, school district leader, or school district business leader), or a Level III Teaching Assistant certificate. Only registered employees may teach or supervise in the District.

Employees who were certificate holders prior to July 1, 2016 had to apply for initial registration during the 2016-2017 school year and each subsequent five-year period thereafter.

Any individual who is issued a new certificate is automatically registered with SED. These certificate holders must renew their registration every five years during their birth month.

Any certificate holder who fails to register by the beginning of the appropriate registration period may be subject to late filing penalties.

Certificate holders must notify SED of any change of name or mailing address within 30 days of such change through the TEACH system. Any certificate holder who willfully fails to inform SED of changes to his or her name and/or address within 180 days of such change may be subject to moral character review.

Continuing Teacher and Leader Education (CTLE) Credit Hours

All continuing teacher and leader education certificate holders (CTLE certificate holders) must successfully complete a minimum of 100 hours of acceptable CTLE hours during each five-year registration period to maintain a valid certificate. An employee is a CLTE certificate holder if he or she holds a professional certificate in the classroom teaching service, a professional certificate in educational leadership service, or a Level III Teaching Assistant certificate. This requirement may be completed at any time over the course of a five-year period. Credit hours cannot carry over to subsequent registration periods.

SED sets high standards for courses, programs, and activities that qualify for CTLE credit, and it must approve all CTLE sponsors. Generally, acceptable CTLE will be in the content area of any certificate title held by an individual or in pedagogy. Further, the CTLE will be aligned with professional development standards created by the New York Professional Standards and Practices Board for Teaching.

The District will describe opportunities for teachers and administrators to engage in CTLE in its Professional Development Plan. The District will annually certify, in a form and on a time table prescribed by the Commissioner of Education, that the requirements to have a professional development plan for the succeeding school year have been met and that it has complied with the

(Continued)

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT (Cont'd.)**Language Acquisition CTLE and Exemption**

professional development plan for the current school year. The District will provide CTLE opportunities that are designed to improve the teacher or leader's pedagogical and/or leadership skills, and are targeted at improving student performance, among other things. A peer-review teacher or principal acting as an independent trained evaluator who conducts a classroom observation as part of a teacher evaluation under relevant sections of the Education Law may apply the observation time to fulfilling CTLE requirements. Time spent mentoring may also be counted toward required CTLE credit hours.

Employees holding an English to speakers of other languages (all grades) certificate or a bilingual extension are required to complete a minimum of 50 percent of the required CTLE hours in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English Language Learner (ELL) students. All other certificate holders must complete a minimum of 15 percent of the required hours dedicated to language acquisition addressing the needs of ELLs, including a focus on best practices for co-teaching strategies and integrating language and content instruction for ELLs. A minimum of 15 percent of the required CTLE hours holding a Level III Teaching Assistant certificate will be dedicated to language acquisition addressing the needs of ELLs and integrating language and content instruction for ELLs.

Employees holding school district business leader certificates are exempt from the language acquisition CTLE requirements for each year that they are employed in the District. Instead, they must complete a minimum of 15 percent of the required CTLE hours dedicated to the needs of ELLs and federal, state, and local mandates for ELLs.

Employees may be eligible for a waiver of language acquisition CTLE requirements. Each school year when there are fewer than 30 ELL students enrolled in the District or ELLs make up less than 5% of the total student population, the District may obtain an exemption. If the District obtains this exemption, employees would be exempt from the language acquisition CTLE requirement for each year that they are employed in the District.

CTLE Adjustments

The Commissioner may adjust an employee's number of CTLE hours and/or time to complete them due to poor health, as certified by a health-care provider; extended active duty in the Armed Forces; or other acceptable good cause.

Any employee holding a certificate in the classroom teaching service who obtains certification from the National Board for Professional Teaching Standards will be considered CTLE-compliant for the registration period in which he or she obtains this certification. The employee must still meet any language acquisition requirements, however.

(Continued)

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT (Cont'd.)**Recordkeeping and Reporting Requirements**

Employees must maintain a record of completed CTLE for at least three years from the end of the applicable registration period. The record must include the title of the program, the total number of hours completed, the number of hours completed in language acquisition addressing the need of ELLs, the sponsor's name, any identifying number, attendance verification, and the date and location of the program

The District will maintain a record of any professional development it conducts or provides for at least seven years from the date of completion. The District will submit to SED, in a form and timetable prescribed by SED, information concerning the completion of professional development for regularly employed certificate holders.

Education Law §§ 3006, 3006-a, 3012-d
8 NYCRR Subpart §§ 80-6
8 NYCRR §§ 100.2(dd) and 154-2.3(k)

NOTE: Refer also to Policy #6160 -- Professional Growth/Staff Development

Adopted: 10/17/16
Revised: 12/12/18

Students

SUBJECT: DIPLOMA AND/OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES

The District will provide students with disabilities appropriate opportunities to earn a diploma or non-diploma High School exiting credential in accordance with Commissioner's regulations. Students with disabilities may be eligible for one or more of the following:

Diploma Options

- a) Regents Diploma, including with honors, an advanced designation, a career and technical education endorsement, and/or any other designation or endorsement as may be available from time to time.
- b) Local Diploma, including with any endorsement as may be available from time to time.

Existing Credential Options

- a) Career Development and Occupational Studies (CDOS) Commencement Credential, which may be earned as a supplement to a Regents or local diploma or as a student's only exiting credential.
- c) Skills and Achievement (SA) Commencement Credential.

Specific requirements and detailed information for each diploma and non-diploma High School exiting credential are specified in the Commissioner's regulations and various guidance materials issued by the New York State Department of Education.

8 NYCRR §§ 100.1, 100.2, 100.5, and 100.6

NOTE: Refer also to Policies #7220 -- Graduation Options/Early Graduation/Accelerated Programs
 #7221 -- Participation in Graduation Ceremonies
 #7641 -- Transition Services

Adopted: 06/27/07	Revised: 10/17/16
Revised: 02/16/11	Revised: 04/12/17
Revised: 02/15/12	Revised: 04/18/18
Revised: 05/02/12	Revised: 10/17/18
Revised: 01/09/13	Revised: 12/12/18
Revised: 10/16/13	

SUBJECT: DESIGNATION OF PERSON IN PARENTAL RELATION

A parent of a minor or incapacitated person may designate another person as a person in parental relation to such minor or incapacitated person for certain health care and educational decisions for a period not exceeding twelve (12) months. However, such parental designation is conditioned upon there being no prior order of any court in any jurisdiction currently in effect that would prohibit the parent from exercising the same or similar authority; and provided further that, in the case where a court has ordered that both parents must agree on education or health decisions regarding the child, a designation in accordance with this law shall not be valid unless both parents have given their consent.

The designation of a person in parental relation must be in writing in the form prescribed by law, and must include specified information as set forth in law for designations of thirty (30) days or less, as well as additional information required for designations of more than thirty (30) days. The designation of a person in parental relation may be presented to any school that requires the designation by either the parent or designee. The designation may specify a period of time less than twelve (12) months for which such designation shall be valid unless earlier revoked by the parent in accordance with law. However, a designation specifying a period of more than thirty (30) days shall be notarized.

If no time period is specified in the designation, it shall be valid until the earlier of:

- a) Revocation; or
- b) The expiration of thirty (30) days from the date of signature if the designation does not meet the requirements for designations of more than thirty (30) days; or
- b) Twelve (12) months from the date of commencement specified in the designation if the designation meets the requirements for designations of more than thirty (30) days.

Scope of Designation

A designation made pursuant to this law may specify:

- a) The treatment, diagnosis or activities for which consent is authorized;
- b) Any treatment, diagnosis or activity for which consent is not authorized; or
- c) Any other limitation on the duties and responsibilities conveyed by the designation.

Form of DesignationDesignations in General

A designation of a person in parental relation in accordance with this law must be in writing and include:

- a) The name of the parent;
- b) The name of the designee;

(Continued)

SUBJECT: DESIGNATION OF PERSON IN PARENTAL RELATION (Cont'd.)

- c) The name of each minor or incapacitated person with respect to whom the designation is made;
- d) The parent's signature; and
- e) The date of the signature.

The designation may specify a period of time less than 12 months for which the designation will be valid unless earlier revoked by the parent in accordance with Section 5-1554 of General Obligations Law. However, any designation specifying a period of more than 30 days must also conform to the following provisions as set forth in law.

Designations for More Than 30 Days

A designation specifying a period of more than 30 days must also include:

- a) An address and telephone number where the parent can be reached;
- b) An address and telephone number where the designee can be reached;
- c) The date of birth of each minor or incapacitated person with respect to whom the designation is made;
- d) The date or contingent event on which the designation commences;
- e) The written consent of the designee to the designation; and
- f) A statement that there is no prior order of any court in any jurisdiction currently in effect prohibiting the parent from making the designation.

A designation specifying a period of more than 30 days must be notarized.

Revocation of Designation

A parent may revoke a designation by notifying, either orally or in writing, the designee or the school to which the designation has been presented, or by any other act evidencing a specific intent to revoke the designation. A designation will also be revoked upon the execution by the parent of a subsequent designation. Revocation by one parent authorized to execute such a designation will be deemed effective and complete revocation of a designation in accordance with law.

A designee who receives notification from a parent of any revocation must immediately notify any school to which a designation has been presented. A parent may directly notify the school of the revocation. The failure of the designee to notify the school of such revocation will not make the revocation ineffective.

(Continued)

SUBJECT: DESIGNATION OF PERSON IN PARENTAL RELATION (Cont'd.)**Effect of Designation**

- a) A designee will possess all the powers and duties of a person in parental relation unless otherwise specified in the designation.
- b) A designation will not impose upon a designee a duty to support the child.
- c) A designation will not cause a change in the school district of residence of the child for purposes of the Education Law, and during the period of validity of the designation, the child will be presumed to be a resident of the school district in which the parent resided at the time the designation was made.
- d) A designation will terminate and be revoked upon the death or incapacity of the parent who signed the designation.
- e) The decision of a designee will be superseded by a contravening decision of a parent.

A person who acts based upon the consent of a designee reasonably, and in the good faith belief that the parent has authorized the designee to provide such consent, may not be deemed to have acted negligently, unreasonably or improperly in accepting the designation and acting upon the consent. However, this person may be deemed to have acted negligently, unreasonably or improperly if he or she has knowledge of facts indicating that the designation was never given, or did not extend to an act or acts in question, or was revoked.

No provision of General Obligations Law Title 15-A will be construed to require designation of a person in parental relation where the designation is not otherwise required by law, rule, or regulation.

Education Law §§ 2 and 3212
Family Court Act §§ 413
General Obligations Law Title 15-A
Public Health Law §§ 2164 and 2504

Adopted: 06/27/07
Revised: 12/12/18

SUBJECT: STUDENT PHYSICALS**Health Examination**

Each student enrolled in District schools must have a satisfactory health examination conducted by a duly licensed physician, physician assistant or nurse practitioner within twelve (12) months prior to the commencement of the school year of the student's entrance into:

- a) A District school at any grade level;
- b) Pre-kindergarten or kindergarten; and
- c) 1st, 3rd, 5th, 7th, 9th and 11th grades.

The District may also require an examination and health history of a student when it is determined by the District that it would promote the educational interests of the student.

The District will also provide health examinations before participation in strenuous physical activity and periodically throughout the season as necessary, as well as for the issuance of employment certificates, vacation work permits, newspaper carrier certificates, and street trades badges.

Health Certificate

Each student must submit a health certificate attesting to the health examination within thirty (30) days after his or her entrance into:

- a) A District school at any grade level;
- b) Pre-Kindergarten or Kindergarten; and
- c) 1st, 3rd, 5th, 7th, 9th, and 11th grades.

The building principal or designee will send a notice to the parent of, or person in parental relation to, any student who does not present a health certificate, that if the required health certificate is not furnished within 30 calendar days from the date of the notice, an examination by health appraisal will be made of the student by the Director of School Health Services.

The health certificate will be filed in the student's cumulative record. The health certificate must:

- a) Be on a form prescribed by the Commissioner;

(Continued)

SUBJECT: STUDENT PHYSICALS (Cont'd.)

- b) Describe the condition of the student when the examination was given, provided that such examination was not given more than 12 months prior to the commencement of the school year in which the examination is required;
- c) State the results of any test conducted on the student for sickle cell anemia;
- d) State whether the student is in a fit condition of health to permit his or her attendance at a District school and, where applicable, whether the student has impaired sight or hearing, has received a scoliosis hearing, or has any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from receiving the best educational results, or which may require a modification of such work to prevent injury to the student;
- e) State the student's body mass index (BMI) and weight status category;
- f) Be signed by a duly licensed physician, physician assistant, or nurse practitioner, who is:
 - 1. Authorized by law to practice in New York State consistent with any applicable written practice agreement; or
 - 2. Authorized to practice in the jurisdiction in which the examination was given, provided that the Commissioner has determined that the jurisdiction has standards of licensure and practice comparable to those of New York.

A licensed health professional with appropriate training may conduct a scoliosis screening.

Dental Health Certificate

The District will request a dental health certificate from each student at the same time that health certificates are required.

The District may also request an assessment and dental health history of a student when it is determined by the District that it would promote the educational interest of the student.

A notice of request for a dental health certificate will be distributed at the same time that the parent or person in parental relation is notified of health examination requirements. The notice of request for a dental health certificate will list dental practices, dentists, and registered dental hygienists to which students may be referred for dental services on a free or reduced cost basis upon request of the student's school.

(Continued)

SUBJECT: STUDENT PHYSICALS (Cont'd.)

The dental health certificate will be filed in the student's cumulative record. The dental health certificate must:

- a) Describe the dental health condition of the student when the assessment was given, provided that the was not given more than twelve (12) months prior to the commencement of the school year in which the assessment is requested; and
- b) State whether the student is in fit condition of dental health to permit his or her attendance at a District school;
- c) Be signed by a duly licensed dentist, or a registered dental hygienist, who is:
 - 1. Authorized by law to practice in New York State, and consistent with any applicable written practice agreement; or
 - 2. Authorized to practice in the jurisdiction in which the assessment was performed, provided that the Commissioner has determined that the jurisdiction has standards of licensure and practice comparable to New York State.

Examination by Health Appraisal

The Director of School Health Services will cause students who are required to, but have not submitted, the required health certificate and students with disabilities to be separately and carefully examined and tested to ascertain whether any such student has impaired sight or hearing, or any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from receiving the best educational results, or which may require a modification of work to prevent injury to the student.

Each examination will include a calculation of the student's BMI and weight status category. Further, the physician, physician assistant or nurse practitioner administering the examination will determine whether a one-time test for sickle cell anemia is necessary or desirable and, if so determined, will conduct the test and include the results in the health certificate.

Unless otherwise prohibited by law, if it is ascertained that a student has impaired sight or hearing, or a physical disability or other condition, including sickle cell anemia, the building principal or designee will notify, in writing, the student's parent or person in parental relation as to the existence of the disability. If the parent or person in parental relation is unable or unwilling to provide the necessary relief and treatment for the student, it will be reported by the building principal or designee to the Director of School Health Services, who then has the duty to provide relief for the student.

(Continued)

SUBJECT: STUDENT PHYSICALS (Cont'd.)**District Reporting of BMI and Weight Status Category**

Each school year, the New York State Department of Health randomly selects a certain number of districts across New York State to report, in the aggregate, students' BMI and weight status categories. Selected districts must report BMI results on-line using the Department of Health's Health Provider Network secure website. A student's parent or person in parental relation may refuse to have the student's BMI and weight status category included in such survey.

Health Screenings

The District will provide:

- a) Scoliosis screening, if not documented on the student's health certificate, at least once each school year for male students in grade 9, and for female students in grades 5 and 7. The positive results of any scoliosis screening examination will be provided in writing to the student's parent or person in parental relation within ninety (90) days after the finding;
- b) Vision screening, if not documented on the student's health certificate, to all students within six (6) months of admission to a District school. The vision screening will test the student's color perception, distance acuity, and near vision. In addition, all students will be screened for distance acuity and near vision in grades pre-kindergarten or kindergarten, 1, 3, 5, 7 and 11, as well as at any other time deemed necessary. The results of all vision screening examinations will be provided in writing to the student's parent or person in parental relation and to any teacher of the student while the student is enrolled in the District school; and
- c) Hearing screening, if not documented on the student's health certificate, to all students within six (6) months of admission to a District school. In addition, all students will receive a hearing screening in grades pre-kindergarten or kindergarten, 1, 3, 5, 7 and 11, as well as at any other time deemed necessary. Each hearing screening will include, but not be limited to, pure tone screening. The results of any such hearing tests requiring a follow-up examination will be provided in writing to the student's parent or person in parental relation and to any teacher of the student while the student is enrolled in the District school.

The results of all health screenings will be recorded in the student's cumulative health record which will be maintained by the school for at least as long as the minimum retention period for such records.

Student Health Records

The health records of individual students will be kept confidential in accordance with the federal Family Educational Rights and Privacy Act (FERPA) and any other applicable federal and state laws.

(Continued)

SUBJECT: STUDENT PHYSICALS (Cont'd.)**Accommodation for Religious Beliefs**

No health examinations, health history, examinations for health appraisal, screening examinations for sickle cell anemia and/or other health screenings will be required where a student or the parent or person in parental relation to that student objects on the grounds that such examinations, health history, and/or screenings conflict with their genuine and sincere religious beliefs. A written and signed statement from the student or the student's parent or person in parental relation that the person holds these beliefs must be submitted to the building principal or designee, in which case he or she may require supporting documents.

Students in Temporary Housing

For students in temporary housing (i.e. homeless children and youth), the enrolling school must immediately refer the parent or guardian of the student to the District's McKinney-Vento liaison, who will assist them in obtaining the necessary medical records.

20 United States Code (USC) § 1232(g)

Education Law §§ 903-905, and 3220

8 New York Code of Rules and Regulations (NYCRR) §§ 136.1, 136.3

NOTE: Refer also to Policies #5690 -- Exposure Control Program
#5691 -- Communicable Diseases
#5692 -- Human Immunodeficiency Virus (HIV) Related Illnesses
#7121 -- Diagnostic Screening of Students
#7131 -- Education of Students in Temporary Housing
#7250 -- Student Privacy, Parental Access to Information, and
Administration of Certain Physical Examinations to Minors
#7420 -- Sports and Athletic Program
#7510 -- School Health Services
#7511 -- Immunization of Students
#7522 -- Concussion Management

Adopted: 06/27/07

Revised: 05/02/12

Revised: 10/03/12

Revised: 05/22/13

Revised: 12/12/18

SUBJECT: CONCUSSION MANAGEMENT

The Board recognizes that concussions and head injuries are the most commonly reported injuries in children and adolescents who participate in sports and recreational activities. The physical and mental well-being of District students is a primary concern. Therefore, the District supports the proper evaluation and management of concussion injuries.

A concussion is a mild traumatic brain injury (MTBI) that occurs when normal brain functioning is disrupted by a blow or jolt to the head or body that causes the head and brain to move rapidly back and forth. Recovery from concussion and its symptoms will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management.

Concussion Management Team (CMT)

The District is authorized, at its discretion, to establish a Concussion Management Team (CMT) which may be composed of the certified athletic director, a school nurse, the school physician, a coach of an interscholastic team, a certified athletic trainer or such other appropriate personnel as designated by the District. The CMT will oversee and implement the District's concussion policy, including the requirement that all school coaches, physical education teachers, nurses, and certified athletic trainers who work with and/or provide instruction to pupils engaged in school-sponsored athletic activities complete training relating to MTBIs. Furthermore, every CMT may establish and implement a program which provides information on MTBIs to parents and persons in parental relation throughout each school year.

Staff Training/Course of Instruction

Each school coach, physical education teacher, school nurse, and certified athletic trainer who works with and/or provides instruction to students in school-sponsored athletic activities will complete a course of instruction every two (2) years relating to recognizing the symptoms of concussions or MTBIs and monitoring and seeking proper medical treatment for students who suffer from a concussion or MTBI.

Components of the training will include:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

(Continued)

SUBJECT: CONCUSSION MANAGEMENT (Cont'd.)

The course can be completed by means of instruction approved by State Education Department (SED) which include, but are not limited to, courses provided online and by teleconference. The CMT will utilize the District's existing system to document all required training and professional development for District staff. Upon completion of the training each year, staff will forward their course completion certificate to the appropriate staff for entry into the system. The system will also use an email to remind staff of the need to complete the training each year. Because concussion symptoms may manifest themselves in any setting, all school staff will be encouraged to take the online training and be alert for students who may display or report concussion symptoms.

Information to Parents

The District will include the following information on MTBIs or concussions in any permission or consent form or similar document that may be required from a parent or person in parental relation for a student's participation in interscholastic sports. Similar information will be provided to all students when they sign up for participation in sports and/or through information provided in physical education, health or mental health classes. Information will include:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

The District will provide a link on its website to this list of information from the SED's and Department of Health's websites.

Identification of Concussion and Removal from Athletic Activities

The District requires the immediate removal from all athletic activities of any student who has sustained, or is believed to have sustained, a MTBI or concussion. Any student demonstrating signs, symptoms or behaviors consistent with a concussion while participating in a class, extracurricular activity, or interscholastic athletic activity will be removed from the class, game or activity and must be evaluated as soon as possible by an appropriate health care professional. This removal must occur based on display of symptoms regardless of whether the injury occurred inside or outside of school. If there is any doubt as to whether the student has sustained a concussion, it will be presumed that the student has been injured until proven otherwise. The District will notify the student's parents or guardians and recommend appropriate evaluation and monitoring.

(Continued)

SUBJECT: CONCUSSION MANAGEMENT (Cont'd.)

The District may allow credentialed District staff to use validated neurocognitive computerized testing as a concussion assessment tool to obtain baseline and post-concussion performance data. These tools are not a replacement for a medical evaluation to diagnose and treat a concussion. The District must seek authorization from the parent/guardian prior to the testing. Additionally, parents/guardians should be given a copy of the results upon request.

Return to School Activities and Athletics

The student will not return to physical activity (including athletics, physical education class, and recess) until he or she has been symptom-free for at least twenty-four (24) hours, and has been evaluated and received written authorization from a licensed physician. In accordance with Commissioner's Regulations, the District's Medical Director will give final clearance on a return to activity for extra-class athletics. All authorizations will be kept on file in the student's permanent health record. The standards for return to athletic activity will also apply to injuries that occur outside of school. School staff should be aware that students may exhibit concussion symptoms caused by injuries from outside activities and that these visible symptoms also indicate a removal from play.

The District will follow any directives issued by the student's treating physician with regard to limitations and restrictions on school and athletic activities for the student. The District will also develop a coordinated communication plan among appropriate staff to ensure that the treating physician's orders for post-concussion management are implemented and followed. The school nurse will work to ensure that all the necessary staff get the information they need to care for and work with the injured student.

The District's Medical Director and other licensed healthcare professionals employed by the District will also formulate a procedure and treatment plan to be utilized by District staff who may respond to students or staff with possible concussions during the school day.

In accordance with SED guidelines, this policy will be reviewed and updated periodically. The Superintendent, in consultation with the District's Medical Director and other appropriate staff, may develop regulations and protocols for strategies to prevent concussions, the identification of concussions, and procedures for removal from and return to activities or academics.

Education Law § 305(42)

8 NYCRR §§ 135.4 and 136.5

Guidelines for Concussion Management in Schools , SED Guidance Document, 2018

Adopted: 12/12/12

Revised: 12/12/18



The League

The USA High School Clay Target League (League) is a 501(c)(3) non-profit corporation and operates the state-specific high school clay target league as the independent provider of shooting sports as an extracurricular co-ed and adaptive activity to high schools for students in grades six through twelve who have earned their firearms safety certification. The League's Board of Directors and/or the Executive Committee reserves the right to make alterations in, or amendments to these Policies & Procedures at any time without notice, whenever it is deemed to be in the best interest of the League. These Policies & Procedures apply to all League-sponsored events and participants.

Objectives

Teamwork / Group-work: The idea will be nurtured that team or group and its objectives are placed at a higher level than personal desires. Participants will find value in becoming actively involved in school related activities.

Development of the Concept of Accountability: The student will learn that he/she is responsible for his/her behavior and consequences are attached to those behaviors. Positive behaviors bring about positive responses.

Positive Attitude: The participant will always give their best, regardless of success or defeat. A successful participant must learn to treat others as he or she would have others treat him or her. Everyone must develop desirable social traits, including emotional control, honesty, cooperation, and dependability.

Development of Positive Personal Health Habits for Athletes: Athletes will learn to obtain and maintain a high degree of physical fitness through regular exercise and good health habits.

Another objective is to develop the desire to maintain a high level of fitness in the athlete's future years.

General Policies

Priorities

The League's priorities, in order of importance, are safety, fun, and marksmanship.

Fair Play

The League's success is dependent on the trust it instills in every athlete including the students, coaches, gun club members, parents and school officials. The assured reliance on character, ability, and truthfulness for each and every person will create an entrusted safe environment that everyone will enjoy.

Conduct

Acts of using abusive or profane language, displaying unsportsmanlike conduct (includes but not limited to: arguing with referees; unsafe handling/use of shotguns; distracting a competitor; cheating, etc.) consuming alcohol or using drugs before or during any League event are prohibited, will not be tolerated, and are grounds for suspension and/or expulsion from the League. Student-Athletes are strongly encouraged to be respectful of the time constraints for all coaches, volunteers and gun club staff.

Leagues

The Policies & Procedures and examples used are in reference to the League's Spring League.

Spring – 9 Weeks:

- All past and new teams are invited to participate.
- April-June
- 2 Practice Weeks
- 1 Reserve Week
- 5 Competition Weeks
- 1 Fun Week
- State Tournament

Penalties

All student Student-Athletes, team leaders and gun club officials must be familiar with the League Policies & Procedures and must ensure that these Policies & Procedures are enforced. All registered student Student-Athletes are insured by the League's accident insurance policy if a covered injury occurs as a result of participating in a League event.

All registered coaches and volunteers are insured under a General Liability Insurance Policy if a covered injury occurs as a result of participating in a League event.

The names of all registered Student-Athletes, coaches and volunteers must be entered in the team's Team Management System™ prior to the first practice event to qualify for the insurance.

Each gun club may have an insurance policy that may cover Student-Athletes from the League while shooting during scheduled League events.

Ask your participating gun club for their insurance policy details.

Eligibility

Team Eligibility

In the spirit with which this League was formed, we encourage all Student-Athletes who possess a valid state-issued firearms safety/hunter education certificate to be included on a team based on submission of registration (first come, first serve) and not by tryouts.

- A minimum of 5 student Student-Athletes are required to form a team.
- A minimum of 1 coach for every 10 team members is required.
 - Maximum 20 students will be allowed to participate

Athlete Eligibility

Any student is eligible to participate if he/she:

- Is in grades seven through twelve, AND
- Possess a valid state-issued firearms safety training/hunter education certificate (from any state), AND
- Meets all school curricular activity eligibility requirements, AND
- If the team has the capacity to accommodate the student.
- Student-Athletes will be held to the expectations outlined in the Naples Athletic and Extracurricular Policy and Permission Booklet.

Team Registration

- All teams are required to contact the League to verify participation.
- Team registration for the League ends March 1.
- Teams can join the League at any time prior to March 1.
- The team's head coach will be supplied access to the Team Management System™ to setup their team including team contact information and student athlete registration.
- No athlete can register with a team unless his/her information is in the team and scoring management interactive system.

Athlete Registration

Each athlete is required to register with his/her team via the League's website. Unless a student athlete is 18 years of age or older, a parent or legal guardian must register the student athlete. All registrants must agree to all terms regarding Sportsmanship, Medical Consent, and Consent & Waiver.

- Athlete registration for the Spring League begins January 15 and ends March 15.
- A coach will provide the parent/legal guardian or athlete access to the registration website.
- Athlete registration payment requirements to the League will be announced prior to January 15.

- Email confirmations are sent to registrants and coaches upon the successful completion of the athlete registration.
- There are NO deadline extensions.

Lettering

Students who participate on the Naples Clay Target Team will be eligible to earn a Varsity Letter.

Athlete Requirements

Safety Certification

Student Student-Athletes are required to earn a state issued firearms safety/hunter education certificate to participate in the League. Certification numbers are required when Student-Athletes register with their team and the League.

Cost

The cost for each student athlete to participate in the League is determined by the team. Costs will vary depending on ammunition costs, uniform expenses, and local gun club fees.

- Cost for participation is typically \$200-\$300.
- Includes targets and ammunition.
- Must include the required \$30 non-refundable student athlete registration fee for the League.
- Does not include mandatory ear protection, eye protection, shooting gear, or shotgun.
- Student-Athletes must supply their own shotgun.

Shotgun & Ammunition Transportation

All students and coaches will follow state law and the school policy regarding shotguns and ammunition.

Shotguns and ammunition are picked up at home and brought directly to the gun club by parents or students.

If storage is available at the gun club, firearms and ammunition may be left at the gun club. Student Student-Athletes and coaches will follow all local shooting range rules and policies.

Scholarship

The USA League offers a scholarship to a student athlete to continue his/her post-secondary education.

To qualify, a student athlete must:

- Be a member of the League.
- Be a graduating senior in participating year.
- Demonstrate an interest in pursuing a career in environmental sciences and/or conservation of natural resources.
- Adhere to all school eligibility requirements.
- Submit application before deadline.

Details and applications are made available on the League's website in April.

Safety & Courtesy

All coaches have the responsibility to keep the range safe at all times. Any coach should take it upon themselves to speak respectfully with any student athlete on any team immediately if they see a safety violation.

Safe Gun Handling

All shotguns must have the action open and contain no live or empty shells at any time, except while the shooter is on the station. A break open gun's action may be closed when it is in a gun rack but it shall not contain a live or empty shell. Shotguns should be uncased immediately upon arrival to the shooting range to ensure they are unloaded.

When Not Shooting

All shotguns will be carried with the action open and must be pointed in a safe direction down range. Student Athletes will place their shotguns on a designated gun rack. Immediately after shooting a student athlete's shotgun should either be placed back onto the gun rack or cased and returned to the athlete's vehicle.

Safety & Courtesy

It is the student athletes and coaches' responsibility to conduct an event in a reasonable and safe manner. Safety is more important than speed.

- The practice of tracking targets behind a shooting squad is not permitted.
- Test shots are not permitted.
- Snap caps are permitted,
- Always have gun pointed out over fields or at the ground when at the firing line whether shotgun is loaded or not.
- Always keep your finger out of the trigger guard area until your shotgun is shouldered and set.
- Do not handle another person's shotgun without the shotgun owner's consent and coach's permission.
- Clean your shotgun after shooting.
- It is recommended to add a name label on your shotgun for identification
- Be respectful and do not distract others.
- No heckling.
- Empty shells should not be picked up until the round is over or when instructed by a coach.
- Do not leave your station or pivot recklessly to offer help if another shooter needs assistance.
- Only coaches will be allowed to instruct students while occupying a shooting station.
- No eating or drinking while occupying a shooting station.
- Wash your hands after handling ammunition, shooting, or cleaning your shotgun.
- Control ejected shells so they do not disturb other shooters at their shooting station. Shell catchers on a pump-action shotguns are recommended.

Equipment & Gear

- Each athlete is responsible for personal equipment and items.
- Gun clubs or coaches are not responsible for a student athlete's personal items. It is recommended that student Student-Athletes affix a name label to their shotgun and gear.

Shotguns

Student Student-Athletes are required to supply their own shotgun. Some teams or gun clubs may have shotguns to borrow or rent. All types of smooth-bore shotguns, including semi-automatics, may be used provided their caliber does not exceed 12 gauge.

The student athlete cannot:

- Use a shotgun with any form of "release" trigger actions.
- Use slings or straps on a shotgun.
- Change a properly functioning gun or parts of shotgun in the same round.
- Use devices fitted to the shotgun that have magnifying, light emitting, or give visual enhancement of the target.
- Pistol grip shotguns are not allowed.

Ammunition

All student Student-Athletes must use factory ammunition. Ammunition load, shot size, and velocity (feet per second) specifications must meet the use requirements of the shooting range during the event. A student athlete cannot use:

- Reloaded cartridges.
- Tracers, copper and nickel coated shot.

Shooting range ammunition requirement supersede League ammunition requirements.

Teams, families and student Student-Athletes must follow all federal laws on the purchase and sale of ammunition.

Eye & Ear Protection

All Student-Athletes and coaches are responsible for proper eye and hearing protection while shooting. It is recommended that spectators also wear hearing protection.

Attire

Each student athlete will promote a positive image by wearing appropriate attire during all events.

Prohibited items include:

- Clothing that exposes any part of the torso, including but not limited to, cutoff t-shirts, halter tops, tank tops, etc.
- Short shorts and low riding shorts or pants revealing undergarments or buttocks.
- Flip-flops or opened-toed shoes/sandals.

- Any clothing with pictures, caricatures, designs, messages, writings, or other embellishments with direct or indirect references to alcohol, tobacco, sex or sexual connotations, drugs, gambling or profanities.

Equipment Inspections

Any team coach or RSO has the right to examine any item of a shooter's equipment including guns, ammunition, clothing and other equipment to ensure proper accordance with these Policies & Procedures.