

BOARD MEETING: Regular Meeting
DATE: Wednesday, August 21, 2019
TIME: 5:00 p.m.
PLACE: Naples High School Cafeteria

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Special Meeting of August 21, 2019 (Board Action)
- IV. Public Hearing
 - District Emergency Response Plan
 - Annual School Resource Officer Agreement– Information and Stakeholder Input
- V. Pledge of Allegiance
- VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

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

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

Board 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.
- VII. Points of Interest
- VIII. Superintendent Recognitions & Updates
 - Safe Schools Against Violence in Education (SAVE) Act – Safety Plans Audit Report
 - Capital Project Update
- IX. Minutes (Board Action)
- X. Tax Warrant
 - Naples Central School Tax Warrant (Board Action)
 - Naples Public Library Tax Warrant (Board Action)
- XI. Inter-municipal Agreements
 - Finger Lakes Abuse Response Team/Multidisciplinary Child Abuse Team (Board Action)
 - Substitute Laborer Services (Board Action)
 - School Resource Officer (Board Action)
- XII. Contractual Agreement (Board Action)
 - Memorandum of Agreement: CSEA
 - Superintendent’s Contract
- XIII. Business (Board Action)
 - Discards
 - Donations
 - 2019-2020 School Calendar
 - Transportation Handbook
 - Non-Resident Enrollment
 - Modify Board Meeting Dates
- XIV. Personnel (Board Action)
 - Resignations
 - Elementary School Teacher
 - School Monitors
 - School Bus Monitor
 - Cleaner
 - Food Service Helper
 - 2019-2020 Extra-Curricular Appointments
 - Summer Program Appointments
 - Unpaid Leave
 - Appointment
 - School Monitor
 - Teacher Assistant
 - Elementary Teacher
 - Long-Term Substitute Music Teacher
- XV. Consent Agenda (Board Action)
 - CSE Committee Recommendations
 - Student Teacher Placements
 - Substitute(s)
- XVI. Executive Session (Board Action)
- XVII. School Safety Plan (Board Action)
- XVIII. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, August 21, 2019 at 5:03 p.m. in the Naples High School Cafeteria.

Members Present:	Joseph Callaghan	Steven Mark
	Jacob Hall	Gail Musnicki
	Thomas Hawks	Maura Sullivan
	Kelley Louthan	Carter Waldeis

Members Absent:	Robert Brautigam	Carter Chapman
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Also Present: Matthew Frahm and Mitchell Ball.

Guests: Matt Rischpater, Seth Almekinder, Janice Green and Shirley Riffle.

A quorum being present, the meeting was called to order at 5:03 p.m. by Board President Jacob Hall.

Motion: Kelley Louthan

2nd: Maura Sullivan

Resolved, that the Board of Education approves the agenda of the Regular Meeting of August 21, 2019 as presented.

Voting Yes: 7

Motion Carried

Voting No: 0

Public Comment:

Matt Rischpater spoke on behalf of the Naples Youth Corporation and shared some information regarding the past, current, and future activities of the group.

Board Response:

None

Points of Interest:

Board of Education President Jacob Hall gave kudos to the district team for the purchase of the new windscreens on the tennis court, noting how well they have been received.

Mr. Hall also commented on Summer Academy and shared some kudos.

Board of Education Member Maura Sullivan shared some reflections on 7th Grade Orientation and commented on the strength of the Naples community.

Superintendent Recognitions & Updates

Superintendent Matthew Frahm shared a folder of information that was provided by the New York State School Boards Regional Representative.

Mr. Frahm shared details from the New York State Office of the State Comptrollers report on the School Safety Plan and solicited Board of Education Members participation on the various safety committees in the district.

Assistant Superintendent for Business Mitchell Ball gave a capital project update.

Motion: Kelley Louthan

2nd: Steven Mark

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the Memorandum of Understanding for Agencies collaborating on the Finger Lakes Child Abuse Response Team/Multidisciplinary Child Abuse Team of Ontario County, NY, commencing July 1, 2019 and terminating on June 30, 2020.

Voting Yes: 7 Motion Carried

Voting No: 0

Abstentions: 0

Motion: Maura Sullivan

2nd: Thomas Hawks

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-municipal Agreement between the Naples Central School District and the Newark Central School District as presented, commencing September 3, 2019 and terminating on June 30, 2020.

Voting Yes: 7 Motion Carried

Voting No: 0

Abstentions: 0

Motion: Joseph Callaghan

2nd: Gail Musnicki

WHEREAS, Article 5-G of the New York State General Municipal Law provides the authority for the District and the County of Ontario (the "County") by and through its Ontario County Sheriff's Office to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the Board of Education of the District has determined that an effective and efficient method to protect the safety of District students, staff and property is an intermunicipal agreement with the County to obtain the services of one (1) officer to serve as a School Resource Officer ("SRO"); and

WHEREAS, the Board of Education has had the opportunity to review the proposed agreement;

NOW, THEREFORE, the Board of Education of the Naples Central School District resolves as follows:

1. The Board of Education hereby approves the intermunicipal agreement between the District and County for School Resource Officer services.
2. The Board authorizes the Superintendent of Schools to execute the intermunicipal agreement in the form approved by legal counsel.

This Resolution shall take effect immediately.

Voting Yes: 7 Motion Carried

Voting No: 0

Abstentions: 0

- Resolved, that authorization be given to accept the generous donation of five hundred dollars (\$500) from the Naples Rotary, designated the NCS Musical Club.
- Resolved, that authorization be given to accept the generous donation of three hundred dollars (\$300) from the Naples Rotary, designated to cover negative charges in the Food Service Program for the school year.
- Resolved, that authorization be given to accept the generous donation of two hundred and fifty dollars (\$250) from an anonymous donor, designated to cover any remaining negative charges in the Food Service Program for the school year.
- Resolved, that the Board of Education approves the amended 2019-2020 Naples Central School District Calendar as presented. (Calendar Attached)
- Resolved, that the Board of Education approves the Naples Central School Transportation Handbook as presented. (Handbook attached)
- Resolved, that authorization be given as per Board of Education Policy #7132, for the son of Naples Central School employee Lindsey Alongi, Harlon Alongi, to be allowed to attend Naples Central School District on a tuition-free basis.
- Resolved, that the Board of Education modifies the Board of Education meeting dates for the 2019-2020 school year as follows: The meeting of September 18, 2019 is canceled.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Steven Mark
2nd: Gail Musnicki

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 following resignations:
 - Christina Brennan, Elementary School Teacher, with regret, effective September 1, 2019.
 - Donald Christmas, School Monitor, with regret, effective July 1, 2019.
 - Tammy Brewer, School Monitor, with regret, effective August 12, 2019.
 - Paula Barber, School Bus Monitor, with regret, effective August 28, 2019.
 - Kristine Chudyk, Cleaner, with regret, effective September 1, 2019.
 - Evon Williams, Food Service Helper Part-time, with regret, effective August 28, 2019.
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2019-2020 School Year, salary as per negotiated agreement:
 - Mentor for Cassandra Montemarano: Sarah Waltman
 - Mentor for Margaret Welch: Diana DiGrande
 - Mentor for Sarah Williams: Julie Austin
 - Mentor for Elementary Special Education Teacher (TBD): Kyle Inda
 - Mentor for Ellen Ellison: Alyson Powers for the 2019-2020 School Year
 - National Honor Society Advisor: Lindsey Alongi
- Resolved, that the Board of Education approved the following Summer Program appointments as modified:
 - Summer Academy Program Teacher Aide to Extended School Year Special Education Teacher Aides, salary as per negotiated agreement:
 - Darlene Wolfanger

- Summer Academy Program Temporary Teacher Aide to Extended School Year Special Education Teacher Aide, from July 8, 2019 through August 16, 2019:
Laura Wixom, at the rate of \$11.10/hr.
- Resolved, that the Board of Education approves the following request for an unpaid leave of absence: Heather Reigelsperger, Spanish Teacher, November 25, 2019, one full day; and November 26, 2019, one full day.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Jessica Rice, 10651 Townline Road, Prattsburgh, NY 14873, as a School Monitor, effective August 28, 2019, at the rate of \$11.10/hour.
 - Tyler Vest, 6681 County Road 12, Naples, NY 14512, as a Teacher Assistant, effective August 22, 2019, at the rate of \$13.00/hour.
- Laurie Fitzgerald, to a probationary term of three (3) years beginning on August 28, 2019 and expiring on June 30, 2022 as a 1.0 FTE Elementary Education Teacher, effective August 28, 2019. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification areas and status is Nursery, Kindergarten & Grades 1-6, Permanent; and Special Education, Permanent. Salary for the 2019-20 school year will be Step 23 of the 2019-2020 Salary Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- Resolved, that the Board of Education approves the appointment of Sarah Williams, to a Long-Term Substitute Music Teacher position, beginning on August 22, 2019 and expiring upon the day Elementary Music Teacher Amanda Erickson returns to work (on or about February 10, 2020), plus one day. Bachelor of Music; Music Education. Salary for this position will be Step 1 of the 2019-2020 Distribution Schedule – Bachelors.

Voting Yes: 7
Voting No: 0

Motion Carried

Motion: Gail Musnicki
2nd: Thomas Hawks

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 February 6, 2019; July 22, 2019; July 23, 2019; July 29, 2019; and August 1, 2019.
- b. Resolved, that the Board of Education hereby approves the following Student Teachers:

<u>Name</u>	<u>Placement</u>	<u>Supervising Teacher</u>
Megan Colbath	Kindergarten: 09/03/19–10/18/19	Kayc Cass-Northrop
Lauren Acker	K-2 Special Education: 09/03/19–10/18/19	Jennifer Lester
Alyssa Catholdi	5 th Grade: 09/03/19–10/18/19	Jeffrey Liebentritt
Dana Curtin	2 nd Grade: 10/03/19-12/13/19	Diana DiGrande



New York State Comptroller
THOMAS P. DiNAPOLI

Safe Schools Against Violence in Education (SAVE) Act - Safety Plans

Report 2019-MS-1 | July 2019

Spotlight on Education



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Report Highlights

Safe Schools Against Violence in Education (SAVE) Act - Safety Plans

Audit Objective

Determine whether 17 school districts used their resources and two charter schools (collectively referred to as schools in this report) used their financial resources to develop, adopt, file and implement district-wide school safety plans and building-level emergency response plans in compliance with the New York State Safe Schools Against Violence in Education (SAVE) Act.¹

Key Findings

Schools must do more to meet the minimum SAVE Act requirements.

- None of the safety plans met all the minimum requirements.
- Two schools did not have a safety plan.
- Eighteen schools did not have a safety team or did not have all the required members.
- No school met all of the annual safety training requirements.

Key Recommendations

The governing boards (boards) must:

- Appoint all required members to the safety team.
- Adopt the safety plan annually by September 1 after holding a 30-day public comment period and a public hearing.

The Chief Emergency Officer must ensure that:

- The safety team develops a plan and annually reviews and updates it prior to board approval.
- The safety plan includes all minimum requirements and is filed with the State Education Department (SED) after adoption.
- All staff are trained annually and only certify to SED if all staff completed the required training.

We communicated our audit results on the schools' district-wide safety plans and building-level emergency response plans to school officials and SED confidentially.²

¹ For one school, we only reviewed the 2018-19 district-wide school safety plan.

² Ibid.

Background

The SAVE Act generally requires schools to develop, update, adopt, file and implement district-wide school safety plans and building-level emergency response plans annually. Such plans are designed to prevent or minimize the effects of violent incidents and emergencies and facilitate coordination with local, county and State resources. We audited 17 school districts and two charter schools, as listed in Appendix A.

Boards must ensure compliance with the SAVE Act. They must annually adopt a safety plan designating a chief emergency officer and appoint a team to review the plan. The chief emergency officer has responsibilities that include ensuring the plans are updated, ensuring staff understand the plans, and coordinating emergency training.

Quick Facts

Schools	19
Total Enrollment	110,035
Total Staff	24,304
School Educational Buildings	163

Audit Period

July 1, 2017 to June 30, 2018. For one school, the audit period was July 1, 2017 to March 7, 2019. As described in Appendix D, for certain audit tests we extended the audit period.

District-Wide School Safety Plans

How Does the SAVE Act Help Schools Prepare for Emergencies?

The SAVE Act³ requires schools⁴ to develop a comprehensive district-wide school safety plan (safety plan) that includes crisis intervention, emergency response and management. Specifically, the safety plan must include, among other things, policies and procedures related to violence, communication, training, early detection and security; prevention and intervention strategies; a description of arrangements and procedures during emergencies; a description of duties and training of key personnel; procedures for review and conduct of drills and plan testing; and designation of the district chief emergency officer. Schools with one building have the option of combining their district-wide safety plan with their building-level emergency response plan by appealing to the Commissioner of the New York State Education Department to do so.

The SAVE Act requires a chief emergency officer in the school to lead the efforts of the district-wide school safety team (safety team) in its work to complete and annually update the safety plan. It requires the school board to appoint a diverse group of safety team members which helps ensure varying perspectives are taken into consideration. Safety teams must include representatives of the school board and teacher, administrator and parent organizations, school safety personnel and other school personnel. A student may also be allowed to participate, if confidential information is not shared. The SAVE Act also requires the chief emergency officers to ensure staff understand the safety plan, coordinate the appropriate safety, security and emergency training for school staff, and coordinate the communication between school staff, law enforcement and other first responders.

The board must make the plan available for public comment for at least 30 days, and hold a public hearing to allow school personnel, parents, students and any other interested parties to comment on the plan before the board adopts it by September 1 each year. Within 30 days of the plan's adoption, the school must post the safety plan to its website, and file the plan URL (website address) each October with the SED Commissioner.⁵

3 An act to amend Education Law, in relation to improving school safety (Laws of New York, 2000, Chapter 181). The SAVE Act added a new Section 2801-a to New York State Education Law to require school safety plans.

4 A charter school must comply with the same health and safety requirements applicable to public schools (Education Law Section 2854).

5 SED filing requirement guidance is inconsistent with the literal language of Commissioner Regulation 155.17 and Education Law 2801-a, as the SED filing system period in school year 2017-18 started October 4, 2017, three days after the plan was due to be submitted to SED under the Law and regulations. The filing period was from October 4 through November 17, 2017.

In addition, each school must provide annual training to all staff on the emergency response plans. This training must include components on violence prevention and mental health, such as:

- Bullying;
- Effective classroom management techniques;
- How to access crisis support and other mental health services;
- Intervention techniques for violent situations;
- Referral process for students exhibiting violent behavior;
- Regulations and policies relating to a safe nonviolent school climate;
- Social and problem solving skills for students within the curriculum;
- Warning signs for mental health problems;
- Warning signs for violent behavior; and
- Whom to turn to if you have questions or concerns about a student's behavior.

Fully developed safety plans can help protect lives, communicate full and accurate information to first responders and the public, and allocate resources to identify a threat and protect property or evidence.

None of the Schools Met Minimum SAVE Act Requirements

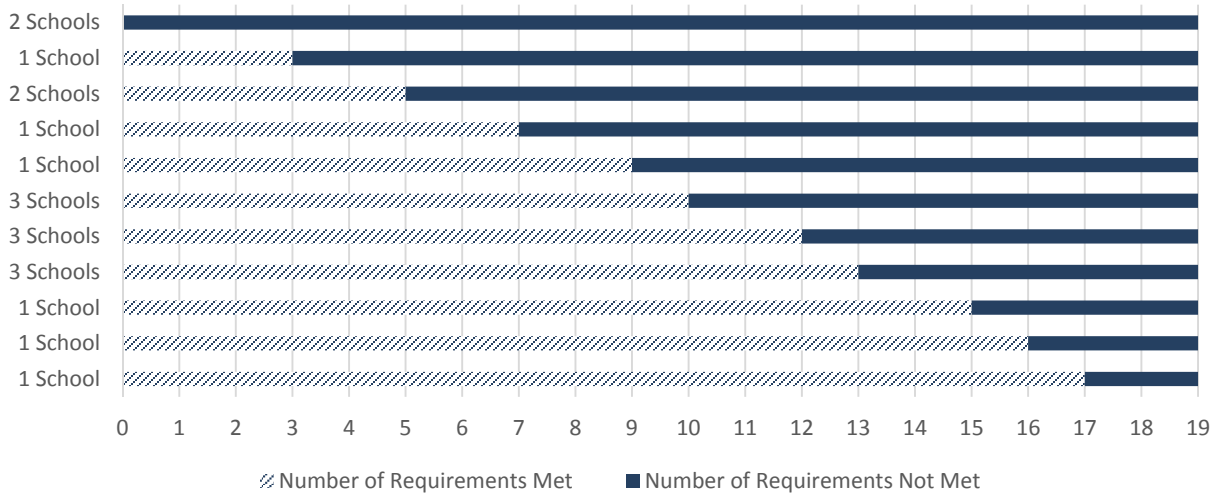
Two schools did not have a safety plan and the remaining 17 had incomplete safety plans. Eighteen schools had incomplete safety teams and 16 school boards did not adopt or adopt a school safety plan by September 1, did not properly file a safety plan with SED or did not provide for public input. In addition, the school officials generally did not provide safety training on all of the required safety training components.

Safety Plan Requirements – A safety plan helps a school prepare responses to emergency situations. There are 19 minimum safety plan requirements. No school met all the requirements. Overall, half of safety plan requirements were met. Seven schools did not meet a majority of the plan requirements. Figure 1 shows the number of requirements met and not met for each school examined.⁶

6 See Appendix D for methodology.

FIGURE 1

**School Safety Plans
Number of Minimum Safety Plan Requirements Met or Not Met**



While the specific safety plan requirements that were not met varied, some requirements were almost always not met. For example, each schools’ plan must designate a chief emergency officer to be responsible for the safety plans and overseeing the safety team’s annual completing and updating of the plan, among other things. However, 18 schools’ plans either did not designate a chief emergency officer or a delegate, or did not include all of that officer’s mandated duties. Similarly, 17 school safety plans also did not include all appropriate prevention and intervention strategies, such as:

- Collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;
- Nonviolent conflict resolution training programs;
- Peer mediation programs and youth courts; and
- Extended day and other school safety programs.

Appendix B details each component and the compliance rate of the schools who met or did not meet each of the SAVE Act requirements.

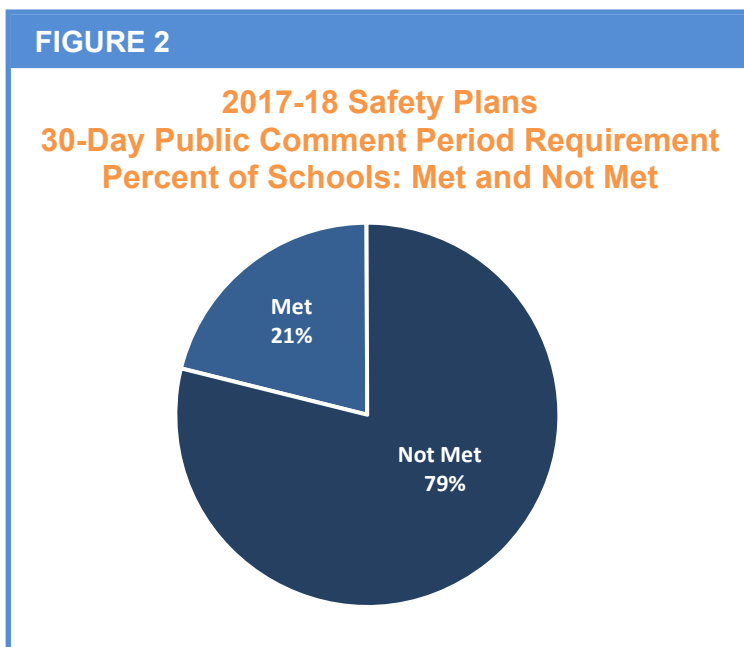
Safety Teams – In the 2017-18 school year, one school had a complete safety team, 16 schools had incomplete safety teams and two schools did not have a safety team. Although the missing team members varied by school, eight teams lacked a board representative and four schools lacked a school safety personnel

representative. Twelve of the 19 boards did not appoint safety team members. Rather, for 10 of these 12 schools, safety team members were selected by the superintendent, by the chief emergency officer, or based on staff position. The remaining seven boards did appoint the safety team members.

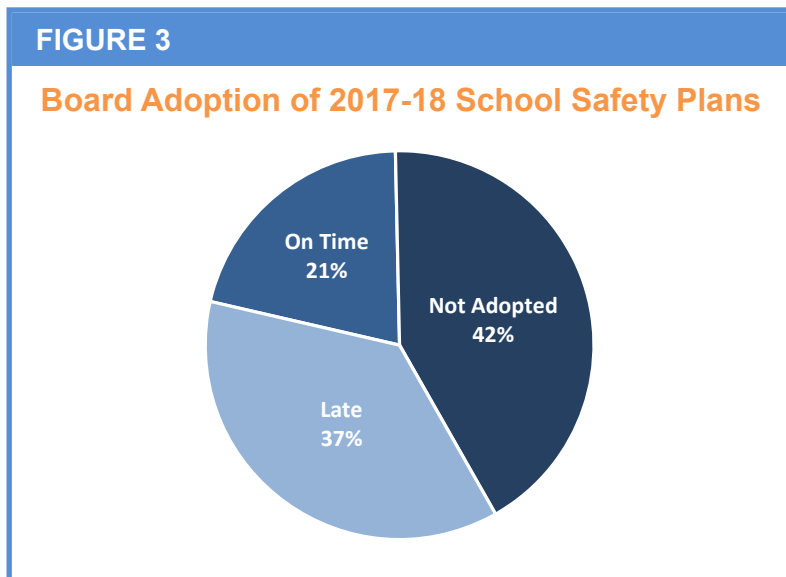
While seven schools' safety teams reviewed the safety plan during the 2017-18 school year, the majority of the teams did not review their plan or could not provide support that they did. For example, officials at five schools told us their safety teams did not annually review the safety plan, but that the safety plans were reviewed by administrative staff, a different administrative team or a service provider. Safety teams are required, by statute, to review the plans. Their review helps to ensure that all plan components are included and the planned responses are specific to the schools' needs.

Public Input, Plan Adoption and Filing – Of the 19 schools examined, three schools met the public comment, public hearing, adoption and filing requirements, but the majority (84 percent) did not.

While four schools provided the required 30-day comment period, two schools did not offer the full 30-day comment period and 13 schools provided no public comment period (Figure 2). Further, 13 schools did not hold the required public hearing.



As shown in Figure 3, four boards (21 percent) adopted their plan on time. Six boards (32 percent) did not adopt the plan, and two schools did not have a plan to adopt. Seven boards (37 percent) adopted their safety plans late, after September 1. Officials at the schools that did not meet the adoption requirement told us they were generally unaware of the requirement to annually adopt the plan or adopt by a deadline, or that this was an oversight.

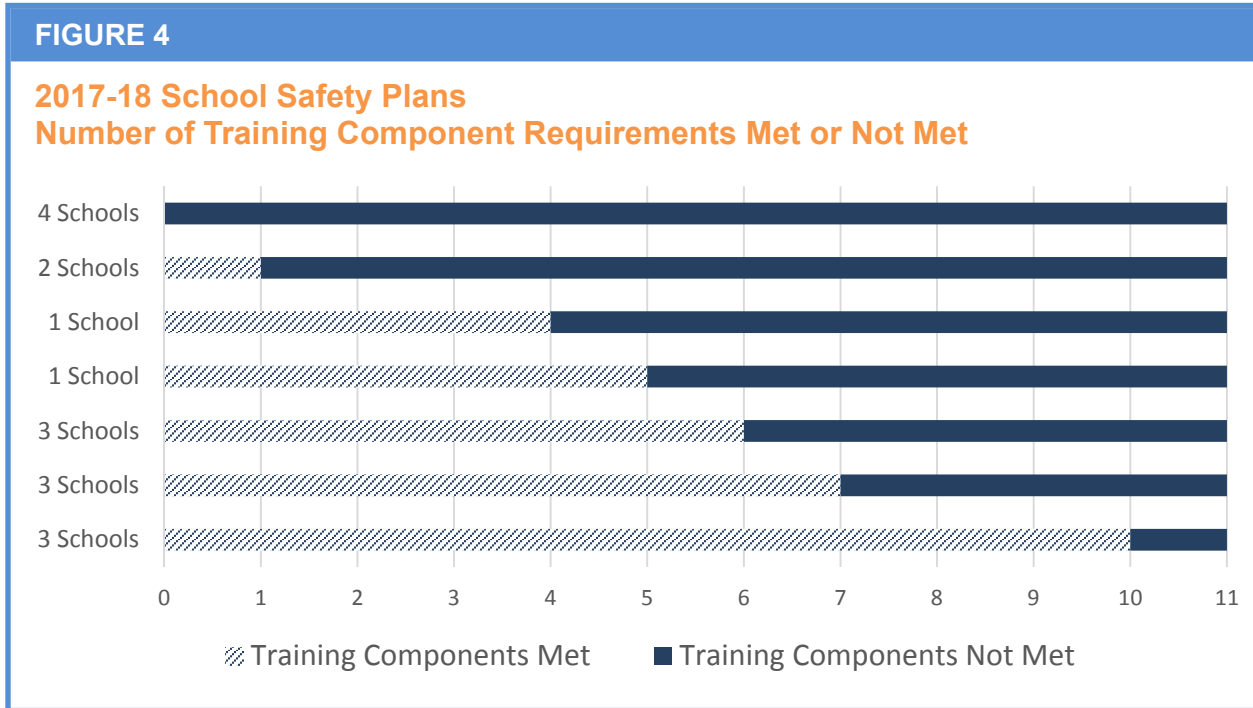


The board-adopted safety plan is required to be posted on the school's website and filed with SED through a URL link to the plan. While all schools filed a URL link with SED, two schools did not have a safety plan and therefore should not have purported they did. Three schools' safety plans were filed with SED late, and two were filed prior to Board adoption. Filing a plan prior to board approval circumvents the board's responsibility and oversight.

Annual Safety Training – School officials have a responsibility to ensure they provide all required safety training and that staff complete it, as applicable. One school offered staff training on all 11 training components at two of its six school buildings, but officials did not ensure all staff completed the safety training. The remaining 18 schools did not provide training on all of the 11 required annual training components to all required staff. As a result, no school met the training requirements for all staff but they all certified to SED that they trained all staff.

Seven schools offered training that met four or fewer of the annual safety training requirements. Ten schools offered training that met five or more of the safety training requirements. Figure 4 shows the number of training component requirements that these 17 schools did not meet. (Because the trainings were inconsistent, we excluded two schools whose offered training ranged from zero to

all requirements, depending on the school building and/or department where the training was offered.)



School officials generally told us they were unaware of these requirements. Fulfillment of all safety plan requirements and annual training would help prepare staff for emergencies as intended by the SAVE Act and facilitate coordination with local, county and State resources, which may prevent or minimize the effects of violent incidents and emergencies.

We communicated our audit results on the schools’ district-wide safety plans to school officials and SED confidentially.

What Do We Recommend?

The Boards must:

1. Adopt the safety plan annually by September 1 after holding a 30-day public comment period and a public hearing, and appoint all required members to the safety team.

The Chief Emergency Officers must ensure that:

2. The safety team develops a safety plan, and then annually reviews and updates the plan for completeness and appropriateness, prior to Board approval.

-
3. All minimum requirements are included in the safety plan, and the plan is filed with SED after it is adopted by the Board.
 4. Ensure all staff are trained annually and only certify to SED if all staff completes training required by law.

Building-Level Emergency Response Plans

How Should a School Ensure its Emergency Response Plans Comply With the SAVE Act?

School district building-level emergency response plans should provide details about how staff and students would respond to different emergencies. The plans must include policies and procedures for evacuation, sheltering and lockdown; for review and conduct of drills and for testing components of the plan; designation of emergency response teams; floor plans and maps; and establishment of communication systems in an emergency. Each public school superintendent and each chief school administrator of an educational agency other than a public school must take action to provide written information, by October 1 of each year, to all students and staff about emergency procedures.⁷

Building-level plans are to be developed by a building-level emergency response team to be appointed by the building principal. Each team is required to review its plan annually, and to conduct drills to test components of the plan in coordination with local, county and State emergency responders, and coordinate its plan with the state-wide plan for disaster mental health services. The building-level emergency response team should include but need not be limited to representatives of teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, law enforcement officials, fire officials or other emergency response agencies, and other representatives the board deems appropriate.

We communicated our audit results on the 18 of the 19 schools' building-level emergency response plans⁸ that we reviewed to school officials and SED confidentially.

⁷ 8 NYCRR 155.17 (g)

⁸ For the 19th school, we only reviewed the 2018-19 district-wide school safety plan.

Appendix A: Background Information

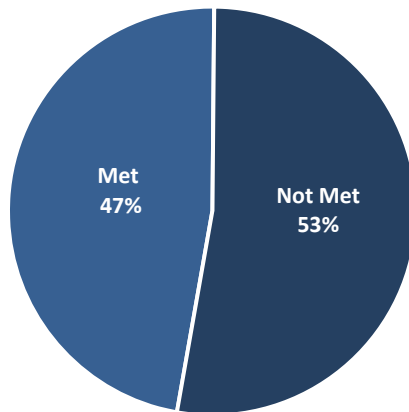
School	Total Student Enrollment	Total Staff	Number of School Educational Buildings	Chief Emergency Officer
Argyle Central School District	512	125	1	Superintendent
Candor Central School District	722	179	2	Superintendent
Commack Union Free School District	6,144	1,603	9	Assistant Superintendent for Business
East Meadow Union Free School District	7,097	1,241	9	Superintendent
Fayetteville-Manlius Central School District	4,227	1,164	6	Superintendent
Genesee Community Charter School	219	34	1	School Leader
Green Tech High Charter School	362	65	1	Director of Operations
Haverstraw-Stony Point Central School District	8,118	1,544	9	Superintendent
Hendrick Hudson Central School District	2,319	654	5	Superintendent
Indian River Central School District	3,996	1,070	8	Superintendent
Lancaster Central School District	5,810	1,452	7	Assistant Superintendent of Business
Levittown Union Free School District	7,014	1,431	11	Facilities Director
Longwood Central School District	9,146	2,188	7	Director of School Safety
Naples Central School District	700	173	2	Superintendent
Niagara Falls City School District	6,980	1,020	12	Superintendent
Port Chester-Rye Union Free School District	4,832	993	6	Director of Physical Education, Health & Athletics
Schenectady City School District	9,400	1,972	17	Chief Emergency Officer
Syracuse City School District	21,637	5,262	35	Director of Safety and Security
Wappingers Central School District	10,800	2,134	15	Assistant Superintendent of Compliance and Information Systems
Totals	110,035	24,304	163	

Appendix B: Safety Plan Requirements: Met and Not Met⁹

The schools' compliance rate for the 19 component requirements are as follows.

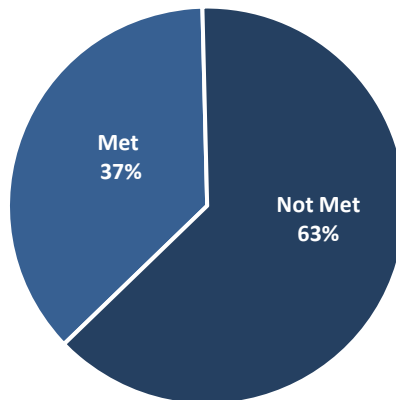
Policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves, including suicide.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



Policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**

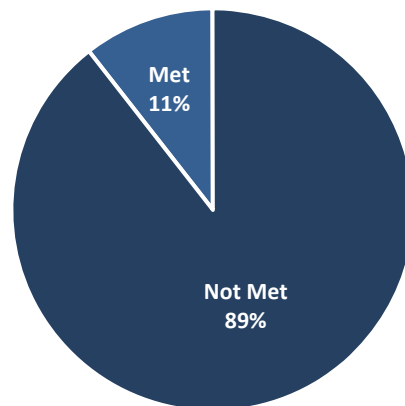


⁹ 8 NYCRR 155.17 (c)(1); see also Education Law Section 2801-a (2)

Appropriate prevention and intervention strategies, such as:

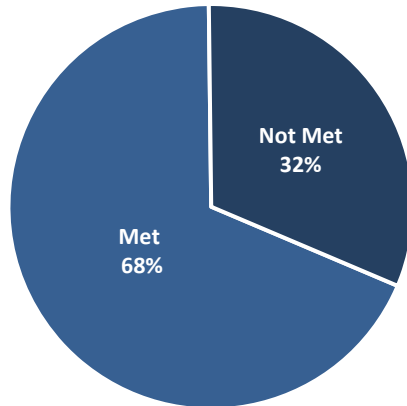
- Collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;
- Nonviolent conflict resolution training programs;
- Peer mediation programs and youth courts; and
- Extended day and other school safety programs.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



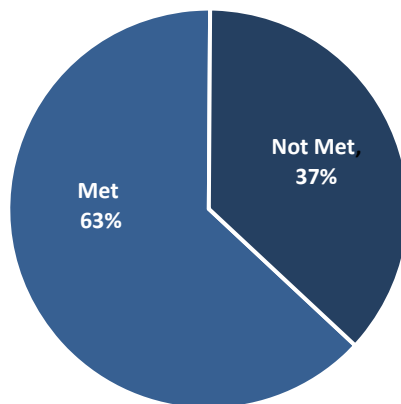
Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



A description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies.¹⁰

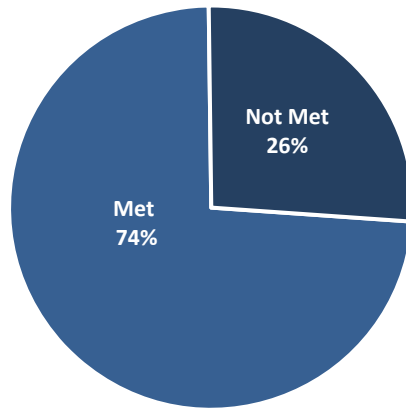
**Percentage of Schools
Met or Not Met Safety Plan Requirement**



¹⁰ Except in a school district in a city having a population of more than one million inhabitants

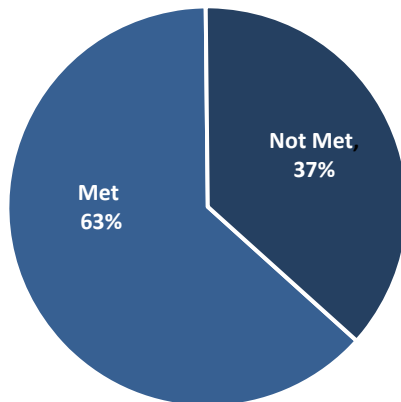
The procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law (State and Local Natural and Man-Made Disaster Preparedness).¹¹

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



The identification of district resources which may be available for use during an emergency.¹²

**Percentage of Schools
Met or Not Met Safety Plan Requirement**

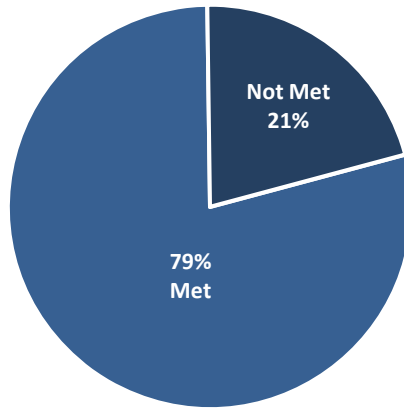


¹¹ Ibid.

¹² Ibid.

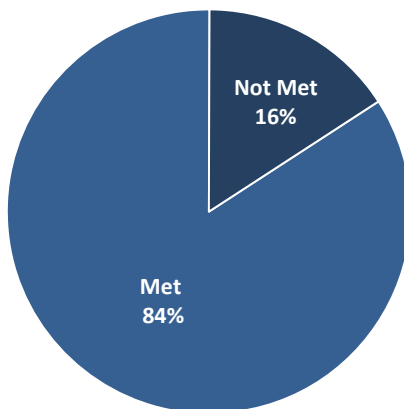
A description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies.¹³

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



Policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal.

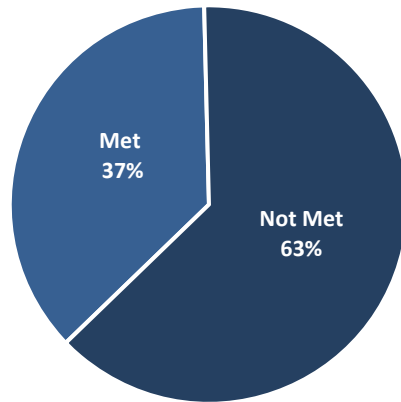
**Percentage of Schools
Met or Not Met Safety Plan Requirement**



¹³ Ibid.

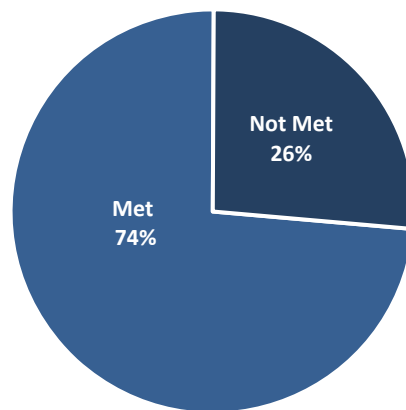
Policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, including suicide.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



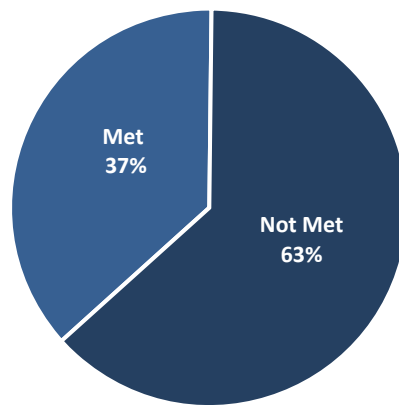
Policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



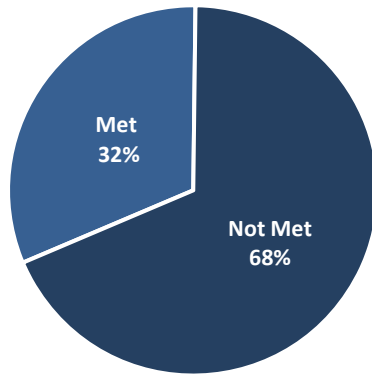
Policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to, the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



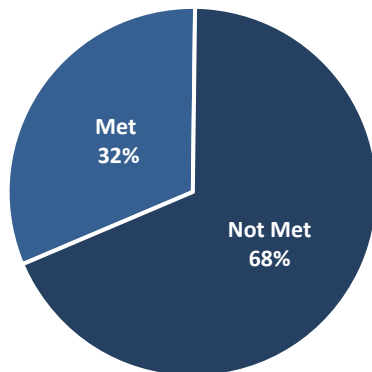
Policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15 thereafter on the building-level emergency response plan, which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



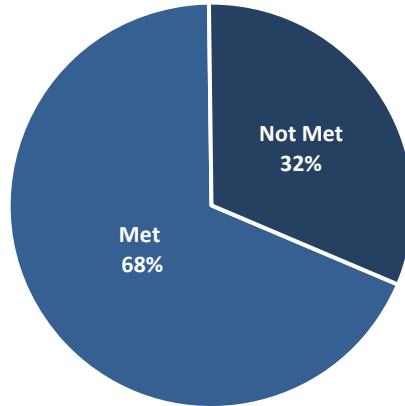
Procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



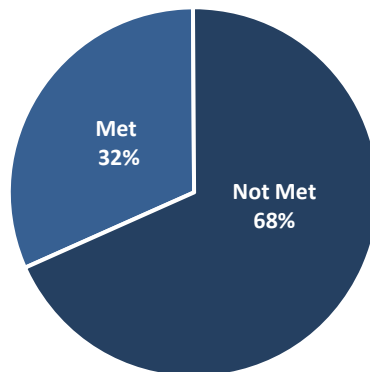
The identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



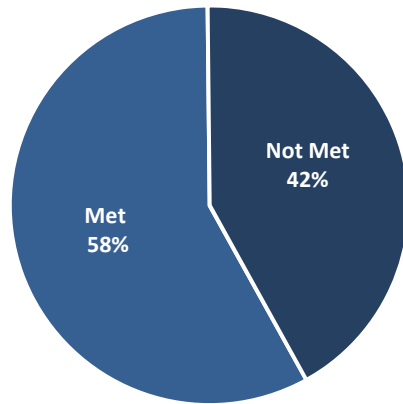
Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence, and establishing anonymous reporting mechanisms for school violence.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



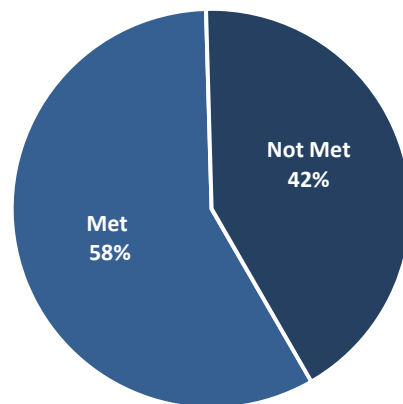
A description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



A system for informing all educational agencies within such school district of a disaster.¹⁴

**Percentage of Schools
Met or Not Met Safety Plan Requirement**

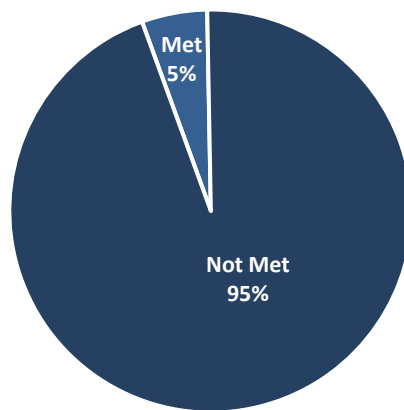


¹⁴ Ibid.

The designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

- Coordination of the communication between school staff, law enforcement and other first responders;
- Lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans;
- Ensure staff understanding of the district-wide school safety plan;
- Ensure the completion and yearly update of building-level emergency response plans for each school building;
- Assist in the selection of security-related technology and development of procedures for the use of such technology;
- Coordinate appropriate safety, security and emergency training for district and school staff, including required training in the emergency response plan;
- Ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and
- Ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.

**Percentage of Schools
Met or Not Met Safety Plan Requirement**



Appendix C: Responses From School Officials

We provided a draft copy of the global report to all 19 schools we audited and requested a response from each. We received 10 written responses. Nine schools chose not to respond (Candor Central School District, East Meadow Union Free School District, Fayetteville-Manlius Central School District, Genesee Community Charter School, Green Tech High Charter School, Haverstraw-Stony Point Central School District, Port Chester-Rye Union Free School District, Schenectady City School District and Wappingers Central School District).

Argyle, Indian River, Lancaster and Levittown officials provided comments that were specific to their own audit and were not included here. The following comments were excerpted from the six written responses that addressed the draft copy of this report.

Commack officials said: "...The Office of the New York State Comptroller reviewed the actual language found in the District level written document and its alignment with SAVE legislation language. Furthermore, the written document audited by the Comptroller's office was submitted and accepted by the State Education Department every year. The State Education Department never requested revisions or edits to the written document nor provided feedback of any kind."

Hendrick Hudson officials said: "The inclusion of specific emergency response protocols in the public-facing district safety plan, particularly those that involve crimes or other violent behavior, places the school population at a significant safety and security risk by revealing specific response steps the District would take to prevent and manage the emergency."

Longwood officials said: "...It's evident from reviewing your findings of the 17 school districts and two charter schools, that there are similarities which indicates that there is a common misunderstanding of some of the requirements..... we would like to offer the following suggestions which we feel may benefit many of the districts in New York State if implemented:

- Development of a statewide portal for the district safety plan...
- Development of a statewide online training program outlining the goals and expectations for the 11 required topics that can be tailored specifically by the district...
- The governing body for school safety should consider hosting an annual meeting or provide ongoing communication to all Chief Emergency Officers...
- Creation of a shared document ... to be used by districts to provide collaboration among safety teams members...
- Clarification on how to coordinate the district's plan with the statewide plan for disaster mental health services."

Naples officials said: "...First, the complex topic of school safety requires a comprehensive mix of programs and practices. Although outside the parameter of the audit, it should be noted that districts across New York State have focused on priorities such as locally funding School Resource Officers (SROs), improving security-related infrastructure, adding mental health supports, and implementing restorative practices to strengthen relationships with students. The actions might not satisfy requirements found in safety plans, but they are proven strategies for enhancing both student and staff well-being. Second, the lack of consistent implementation across the State suggests the need for greater levels of consistent guidance. Because the issue of school safety is constantly evolving, ongoing direction from law enforcement agencies, State Education Department (SED), the Office of the State Comptroller, etc. would be valued greatly."

Niagara Falls officials said: "...We were evaluated against a 20 year SAVE regulation that, in many cases, may not match the needs and relevance of an Emergency Response Plan and District approach to safety in 2019. In the past 20 years, so much has changed with respect to policy procedures and protocols, we recommend a complete revisiting of this statute."

OSC Response: Laws of 2000, Chapter 181, Section 2801-a to the Education Law (The SAVE Act) was most recently updated in 2016.

Syracuse City School District officials said: "...The comprehensive draft audit report will serve as a platform for a district to reflect upon the components, which they have executed well, along with an objective assessment of areas, which may be in need of improvement... As the New York State Education Department guidance provided to accompany the revised regulations has been clarified it would be beneficial to provide a communication platform for districts to share their successes and desires with their peers. As each district has varying resources, we believe that a technical assistance center for emergency preparedness and training would be a viable support for consistent application of the regulations. Furthermore, the adoption of a standardized response training platform, for all districts, such as the Standard Response Protocol (SRP), would be of great value, providing consistency for students, staff and community members who may transition from one district to another."

Appendix D: Audit Methodology and Standards

We conducted this audit pursuant to Article V, Section 1 of the State Constitution and the State Comptroller's authority as set forth in Article 3 of the New York State General Municipal Law. To achieve the audit objective and obtain valid audit evidence, our audit procedures included the following:

- We extended the scope period forward for 18 schools to January 23, 2019 and one school to April 9, 2019 to confirm that the URL submitted to SED links to the schools' safety plans.
- We judgmentally selected the 19 schools audited (see Appendix A): 18 schools based on the existence of a school safety plan requirement, student enrollment and geographical location and one school based on a taxpayer complaint.
- We interviewed school officials and reviewed policies and procedures to gain an understanding of school safety planning.
- We interviewed members of each district-wide school safety team for 2017-18; a sample was selected based on position and safety knowledge, to better understand the function of the teams and their planning process.
- We reviewed the 2017-18 district-wide school safety plans for 18 of 19 schools to determine whether they included all requirements from the school safety legislation and regulations including adoption and filing requirements as well as plan content requirements. The 19th school's 2018-19 district-wide school safety plan was reviewed for completeness of plan content requirements instead of the 2017-18 safety plan due to timing of fieldwork. The plan content requirements for all 19 schools were reported as fully met or not met.
- We reviewed the safety training offered by the schools for 2017-18 to determine whether requirements were met.

We extended the scope period back to July 1, 2016 to review the 2016-17 safety plan and building-level emergency response plans, for 18 of the 19 schools, to determine whether the plans were adopted and filed, and whether adoption and filing were timely. Because the findings were related only to adoption and filing of the plans and therefore did not include all the plan requirements, they were reported to school officials in their individual reports.

We also examined a selection of the schools' building-level emergency response plans and response team composition, at 18 of the 19 schools,¹⁵ to determine whether they met the minimum requirements set forth in State law and regulations. Because of the sensitivity of this information,¹⁶ we did not discuss the

¹⁵ For the 19th school, we only reviewed the 2018-19 district-wide school safety plan.

¹⁶ The response plans are confidential and are not subject to disclosure under Article 6 of the Public Officers Law (Freedom of Information Law) or any other provision of law.

building-level response plans or response teams in this report but instead in a confidential letter to school officials.

We conducted this performance audit in accordance with GAGAS (generally accepted government auditing standards). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Unless otherwise indicated in this report, samples for testing were selected based on professional judgment, as it was not the intent to project the results onto the entire population. Where applicable, information is presented concerning the value and/or size of the relevant population and the sample selected for examination.

Appendix E: Resources and Services

Regional Office Directory

www.osc.state.ny.us/localgov/regional_directory.pdf

Cost-Saving Ideas – Resources, advice and assistance on cost-saving ideas

www.osc.state.ny.us/localgov/costsavings/index.htm

Fiscal Stress Monitoring – Resources for local government officials experiencing fiscal problems

www.osc.state.ny.us/localgov/fiscalmonitoring/index.htm

Local Government Management Guides – Series of publications that include technical information and suggested practices for local government management

www.osc.state.ny.us/localgov/pubs/listacctg.htm#lmgm

Planning and Budgeting Guides – Resources for developing multiyear financial, capital, strategic and other plans

www.osc.state.ny.us/localgov/planbudget/index.htm

Protecting Sensitive Data and Other Local Government Assets – A non-technical cybersecurity guide for local government leaders

www.osc.state.ny.us/localgov/pubs/cyber-security-guide.pdf

Required Reporting – Information and resources for reports and forms that are filed with the Office of the State Comptroller

www.osc.state.ny.us/localgov/finreporting/index.htm

Research Reports/Publications – Reports on major policy issues facing local governments and State policy-makers

www.osc.state.ny.us/localgov/researchpubs/index.htm

Training – Resources for local government officials on in-person and online training opportunities on a wide range of topics

www.osc.state.ny.us/localgov/academy/index.htm

Contact

Office of the New York State Comptroller
Division of Local Government and School Accountability
110 State Street, 12th Floor, Albany, New York 12236

Tel: (518) 474-4037 • Fax: (518) 486-6479 • Email: localgov@osc.ny.gov

www.osc.state.ny.us/localgov/index.htm

Local Government and School Accountability Help Line: (866) 321-8503

STATEWIDE AUDIT – Julie Landcastle, Chief Examiner

Utica State Office Building, Room 604 • 207 Genesee Street • Utica, New York 13501

Tel (315) 793-2484



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June 10, 2019

Julie Landcastle, Chief Examiner
Statewide Audit
State Office Building, Room 604
207 Genesee Street
Utica, New York 13501

Dear Ms. Landcastle:

This letter is in response to the draft audit report titled *Safe Schools Against Violence in Education (SAVE) Act – Safety Plans* which was shared electronically with the Naples Central School District. On behalf of the District, I want to thank the representatives of the Office of the State Comptroller for their hard work and professionalism throughout the process. Student and staff well-being is always our first priority, and we will use the findings and recommendations to enhance our safety measures here in the Naples Central School District.

After reviewing the global draft audit report, the District would like to offer two observations. First, the complex topic of school safety requires a comprehensive mix of programs and practices. Although outside the parameters of the audit, it should be noted that districts across New York State have focused on priorities such as locally funding School Resource Officers (SROs), improving security-related infrastructure, adding mental health supports, and implementing restorative practices to strengthen relationships with students. The actions might not satisfy requirements found in safety plans, but they are proven strategies for enhancing both student and staff well-being. Second, the lack of consistent implementation across the State suggests the need for greater levels of consistent guidance. Because the issue of school safety is constantly evolving, ongoing direction from law enforcement agencies, the State Education Department (SED), the Office of the State Comptroller, etc. would be valued greatly.

Again, the District would like to thank the representatives of the Office of the State Comptroller for their insight and assistance. We are fortunate to have a faculty and staff committed to ensuring that the Naples Central School District remains a safe place to teach and learn, and we will use the recommendations to enhance our current practices, policies, and procedures.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Frahm". The signature is fluid and cursive, written over a light blue horizontal line.

Matt Frahm, Superintendent

NAPLES CENTRAL SCHOOL DISTRICT
TAX RATES
For the 2019-2020 School Year

Updated: **8/12/2019**

Town	Total Taxable Assessed Value 2019-2020	Partial Exemptions for Clergy	Equalization Rate	Full Value used for Apportionment 2019-2020	Percent of Apportionment	2019-2020 School Levy (Pre-Sales Tax Credit, Pre-Library Levy)	Library Levy	2019-20 School Tax Rate	2019-20 Library Tax Rate	2019-2020 School and Library Levy To Be Collected (Pre-STAR)	2019-2020 Tax Rate Per \$1,000 of Assessed	STAR Exempt Assessments	STAR Exempt Revenue Amount Expected from NYS	Net Levy to Be Collected
Springwater	\$ 3,471,523	\$ -	92.00%	\$3,773,394.57	0.506484%	\$59,164.80	\$861.02	\$17.042893030	\$0.248024725	\$60,025.82	\$17.290917756	\$238,750.00	\$4,068.99	\$55,956.83
Bristol	\$ 17,320,469	\$ -	100.00%	\$17,320,469.00	2.324842%	\$271,575.63	\$3,952.23	\$15.679461588	\$0.228182747	\$275,527.86	\$15.907644335	\$1,743,200.00	\$27,332.44	\$248,195.42
Canadice	\$ 2,234,829	\$ -	100.00%	\$2,234,829.00	0.299970%	\$35,040.92	\$509.95	\$15.679461588	\$0.228182747	\$35,550.86	\$15.907644335	\$287,400.00	\$4,506.28	\$31,044.59
Canandaigua	\$ 7,384,403	\$ -	100.00%	\$7,384,403.00	0.991173%	\$115,783.46	\$1,684.99	\$15.679461588	\$0.228182747	\$117,468.46	\$15.907644335	\$626,100.00	\$9,816.91	\$107,651.55
Naples (town)	\$ 133,921,162	\$ -	98.00%	\$136,654,246.94	18.342436%	\$2,142,665.02	\$31,182.14	\$15.999450600	\$0.232839538	\$2,173,847.16	\$16.232290138	\$18,582,068.00	\$297,302.88	\$1,876,544.28
Naples (Village)	\$ 54,788,279	\$ -	98.00%	\$55,906,407.14	7.504046%	\$876,582.36	\$12,756.88	\$15.999450600	\$0.232839538	\$889,339.24	\$16.232290138	\$8,530,675.00	\$136,486.11	\$752,853.13
Richmond	\$ 2,760,333	\$ -	100.00%	\$2,760,333.00	0.370506%	\$43,280.54	\$629.86	\$15.679461588	\$0.228182747	\$43,910.40	\$15.907644335	\$158,700.00	\$2,488.33	\$41,422.07
South Bristol	\$ 414,514,234	\$ 1,500	95.00%	\$436,332,351.58	58.566773%	\$6,841,456.35	\$99,563.51	\$16.504756134	\$0.240193235	\$6,941,019.86	\$16.744949369	\$16,643,304.00	\$274,693.67	\$6,666,326.19
Cohocton	\$ 4,069,767	\$ -	85.00%	\$4,787,961.18	0.642665%	\$75,072.65	\$1,092.53	\$18.446425397	\$0.268450291	\$76,165.18	\$18.714875689	\$641,740.00	\$11,837.81	\$64,327.37
Prattsburgh	\$ 21,465,664	\$ 1,500	100.00%	\$21,467,164.00	2.881433%	\$336,593.57	\$4,898.44	\$15.680557254	\$0.228198693	\$341,492.01	\$15.908755946	\$3,475,940.00	\$54,504.68	\$286,987.33
Italy	\$ 56,379,806	\$ -	100.00%	\$56,379,806.00	7.567588%	\$884,005.00	\$12,864.90	\$15.679461588	\$0.228182747	\$896,869.90	\$15.907644335	\$6,796,710.00	\$106,568.75	\$790,301.15
Middlesex	\$ 14,900	\$ -	96.00%	\$15,520.83	0.002083%	\$243.36	\$3.54	\$16.332772487	\$0.237690362	\$246.90	\$16.570462849	\$0.00	\$0.00	\$246.90
TOTAL	\$718,325,369.00	\$3,000		\$745,016,886.24	100.000000%	\$11,681,463.65	\$170,000.00	\$15.686538000	\$0.228183000	\$11,851,463.65		\$57,724,587.00	\$929,606.85	\$10,921,856.80

School Levy check \$11,686,736.00
\$11,686,736.00
 \$5,272.35
 \$11,681,463.65

Ontario + Yates County Chargebacks \$ 5,272.35
 Total Levy Including Chargebacks \$11,856,736.00 \$11,692,008.35

check 57,724,587

Certified By:  Mitchell J. Ball

Title: Assistant Superintendent for Business

Date: 8/12/19

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



**Memorandum of Understanding
for Agencies Collaborating on the
Finger Lakes Child Abuse Response Team/
Multidisciplinary Child Abuse Team of Ontario County, NY**

The Finger Lakes Child Abuse Response Team/ Multidisciplinary Child Abuse Team (FLCART/MDT) is a multi-agency effort coordinated and facilitated by the Child Advocacy Center of the Finger Lakes (CACFL).

The attached “Finger Lakes Child Abuse Response Team (FLCART)/ Multidisciplinary Team Protocol for Child Abuse Investigations” incorporated in this Memorandum describes the policy, purpose, procedures, and structures for the MDT and the resource commitments and responsibilities of each collaborating agency.

By signing this Memorandum, each collaborating member agrees to participate in the MDT according to the Protocol, to the best of their abilities.

It is further agreed this Memorandum will be in effect for one calendar year, July 1, 2019 through June 30, 2020, and that the Protocol and resource commitments of each collaborating agency will be reviewed on an annual basis.

Partner Agency: Naples School District

Matthew T. Frahm
Superintendent

Date

Approved by the Naples Board of Education: August 21, 2019

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



**INTERMUNICIPAL AGREEMENT FOR
SUBSTITUTE LABORER SERVICES**

THIS AGREEMENT dated **August 21, 2019**, by and between the Naples Central School District, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at, 136 N Main Street, Naples, NY 14512, hereinafter referred to as "Naples CSD," and Newark Central School District, an educational corporation organized and existing under the laws of the State of New York having its principal offices at, 100 East Miller Street, Newark, NY 14513 hereinafter referred to as "Newark CSD," jointly referred to as "the Districts,"

WITNESSETH:

WHEREAS, Naples CSD employs one (1) bus driver and one (1) monitor (hereinafter jointly referred to as the "Naples employees") that have a daily bus run from Naples to Newark and Newark to Naples; and

WHEREAS, the bus driver and the monitor have a layover in Newark for, at most, (5) hours (hereinafter referred to as "layover period"); and

WHEREAS, the Newark CSD is desirous of obtaining the services of substitute laborers due to shortage of workers; and

WHEREAS, Naples CSD, is desirous of providing one (1) bus driver and one (1) monitor to perform substitute laborer duties for Newark CSD during the layover period; and

WHEREAS, Naples CSD and Newark CSD recognize the potential outstanding benefits of allowing Naples CSD employees to perform duties at Newark CSD during layover periods, which previously involved no work; and

WHEREAS, Naples CSD and Newark CSD are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide to their respective school districts; and

WHEREAS, the respective governing boards of Naples CSD and Newark CSD have, by a majority vote, approved the actions set forth in this agreement; and

WHEREAS, the respective governing boards of Naples CSD and Newark CSD have determined that it is in the best interests of each of their respective municipal corporations to enter into this municipal cooperative agreement; and

WHEREAS, a majority of the governing boards of Naples CSD and Newark CSD have, by separate resolution of each entity, approved the execution of this agreement.

WHEREAS, it is in the best interests of the Districts and each school community to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Naples CSD and Newark CSD hereby agree as follows:

1. TERM. The term of this contract shall be until June 30, 2020, commencing upon execution of this agreement. However, this contract may be renewed annually upon the mutual written consent of the parties.
2. AMENDMENT OR TERMINATION. This contract may be terminated at any time by either party upon the giving of five (5) days' written notice to the other party. In the event this contract is terminated, compensation will be made to Naples CSD for all services performed to the date of termination.
3. RIGHTS AND DUTIES OF NAPLES CSD. Naples CSD may assign one (1) bus driver and one (1) monitor to Newark CSD as follows:
 - 3.1 The Naples employees shall be assigned to Newark CSD to perform substitute laborer duties during their layover period, which will be at most five (5) hours/day. The Naples employees will be paid directly by Naples CSD, but Newark CSD shall reimburse Naples CSD for all hours worked at Newark CSD at the applicable NYS minimum wage rate.
 - 3.2 If needed, Naples CSD may reassign the Naples employees during periods of need to perform duties for Naples CSD, including but not limited to performing bus runs.
 - 3.3 The hours worked at Newark CSD may only be adjusted with the consent of the Naples CSD and the Newark CSD. These adjustments should be approved prior to the adjustment being required.
 - 3.4 If the Naples employees are required to be paid overtime, they shall be paid by Naples CSD and in accordance with Naples CSD practice and/or policy.
 - 3.5 The parties understand that the Naples employees may only perform duties for Newark CSD if they have no duties to perform for Naples CSD.
 - 3.6 Naples CSD will bill Newark CSD on a bi-weekly basis for services rendered by the Naples employees based on time cards submitted by the Naples employees on a weekly basis.
4. DUTIES OF NAPLES EMPLOYEES. Responsibilities of the Naples employees at Newark CSD is as follows:
 - 4.1 The Naples employees shall act as substitute laborers and perform duties as assigned to them by the Newark CSD.
 - 4.2 The Naples employees shall fill out a timecard for time spent working at Newark CSD and turn in said timecard to Naples CSD on a weekly basis.
5. RIGHTS AND DUTIES OF NEWARK CSD.
 - 5.1 Newark CSD shall provide the Naples employees with any training and/or equipment required to perform their duties.
 - 5.2 Newark CSD shall provide payment to Naples CSD for services rendered by the Naples employees one week after it receives a bill from Naples CSD.

6. PAYMENT. Newark CSD shall pay Naples CSD for such substitute laborer services for all hours worked at Newark CSD in accordance with applicable NYS minimum wage rate. Payment shall be made to Naples CSD per the arrangement discussed in paragraphs 3, 4 and 5.
7. EMPLOYMENT STATUS OF NAPLES EMPLOYEES. The Naples employees shall remain employees of the Naples CSD, and shall not be an employee of Newark CSD. The Districts acknowledge that the Naples employees shall remain responsive to directives and/or requirements received from Naples CSD. Furthermore, the Naples employees will continue to receive any and all benefits currently provided by Naples CSD.
8. DISMISSAL AND/OR WITHDRAWAL OF NAPLES EMPLOYEES.
 - 8.1 In the event that Newark CSD wants to dismiss one or both of the Naples employees, Newark CSD must notify Naples CSD in writing the reasons for such dismissal. If the issue cannot be mutually resolved in five (5) school days, one or both of the Naples employees shall be removed from performing duties at Newark CSD.
 - 8.2 In the event that Naples CSD wants to withdraw its employees from Newark CSD, it must notify Newark CSD. Naples CSD can withdraw its employees with one (1) day notice to Newark CSD, unless there is an emergency or situation that requires immediate removal, i.e. Naples CSD requires the Naples employees to perform a bus run. In such emergency or other situation requiring immediate removal, Naples CSD must inform Newark as soon as possible of the situation.
9. MODIFICATION. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.
10. SEVERABILITY. In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
11. INDEMNITY. Naples CSD and Newark CSD agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties. In the event that either Naples CSD or Newark CSD performs or acts under this agreement in a negligent or intentional manner, causing uninsured damage or liability to the other party to this agreement, the party causing the damages or liability shall hold harmless, defend at its expense, indemnify, and make whole the other party from such damage or liability.
12. ENTIRE CONTRACT AND INCORPORATION. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded, as executed by Naples CSD and Newark CSD, is incorporated into this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

NAPLES CENTRAL SCHOOL DISTRICT

By: _____
Jacob Hall, President, Board of Education

NEWARK CENTRAL SCHOOL DISTRICT

By: _____
Russell Harris, President, Board of Education

On this 21st day of August, 2019, before me personally came Jacob Hall, to me known, who, being by me duly sworn, did depose and say that that he is the **PRESIDENT of the NAPLES CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Notary Public

On this ___ day of _____, 2019, before me personally came Russell Harris, to me known, who, being by me duly sworn, did depose and say that that he is the **PRESIDENT of the NEWARK CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Notary Public

**AGREEMENT BETWEEN COUNTY OF ONTARIO
AND NAPLES CENTRAL SCHOOL DISTRICT FOR
SCHOOL DISTRICT RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (this “Agreement”) made this 21st day of August, 2019, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the “County”, and, NAPLES CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 North Main Street, Naples, New York 14512, hereinafter referred to as the “School.” The County and the School are sometimes referenced to in this Agreement individually as a “party” or collectively as the “parties.”

W I T N E S S E T H:

WHEREAS, the School desires the services of a school resource officer (“SRO”) in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the County, through its Sheriff’s Office, desires to provide the School with a SRO; and

WHEREAS, the School and the County recognize the potential outstanding benefits of the SRO Program to the citizens of the School; and

WHEREAS, it is in the best interests of the School, the County, and the citizens of the School to establish this program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the County hereby agree as follows:

1. **TERM.** The term of this Agreement shall be September 1, 2019 to June 30, 2020.
2. **TERMINATION.** This Agreement may be terminated at any time by either party upon the giving of ninety (90) days written notice to the other party that it has

failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon one hundred eighty (180) days written notice, or in accordance with Paragraph 10.5 of this Agreement. In the event this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.

3. **SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM.** The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, on-boarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect(SECUR-e) program.

4. **RIGHTS AND DUTIES OF COUNTY SHERIFF.** The County Sheriff shall assign one (1) SRO to the School as follows:
 - 4.1. The SRO shall be assigned to the School on a full-time basis for approximately 1,040 hours for the period of this Agreement. During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by his/her assignments.
 - 4.2. The SRO may be temporarily reassigned by the County Sheriff when deemed necessary at the sole discretion of the County Sheriff. Should such reassignment occur, any hours spent by the SRO on County business outside the duties as SRO shall not be billed to the School.

- 4.3. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the School administrator. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a SRO.
- 4.4. The SRO will be off-campus for in-service and other training required. The SRO will not be available to the School from July 1 through August 31.

5. **DUTIES OF SCHOOL RESOURCE OFFICERS.** Instructional responsibility of the SRO at the School is as follows:

- 5.1. The SRO shall act as an educator, counselor and police officer.
- 5.2. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
- 5.3. The SRO shall make available to the School faculty and students a variety of law related presentations.
- 5.4. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School.
- 5.5. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- 5.6. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students.
- 5.7. The SRO shall make himself/herself available for conference with School students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention.
- 5.8. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health

clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.

- 5.9. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events.
- 5.10. The SRO shall take law enforcement action as required by law, including appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law.. As soon as practicable, the SRO shall make the principal of the School aware of such action. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus.
- 5.11. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff.
- 5.12. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned.
- 5.13. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and shall make them available to the School principal or superintendent if required by law.
- 5.14. The SRO shall not act as a School disciplinarian. The role of school discipline shall remain with the School administration. However, if the School principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved. This paragraph however, shall not be interpreted to restrict the SRO's rights and responsibilities as a law enforcement officer for the County.

6. **RIGHTS AND DUTIES OF THE SCHOOL.**

- 6.1. The School shall comply with all applicable federal, State and local laws, rules and regulations.
- 6.2. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:
 - 6.2.1. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
 - 6.2.2. A location for files and records which can be properly locked and secured.
 - 6.2.3. A desk with drawers, a chair, work table, filing cabinet and office supplies.
 - 6.2.4. Access to a computer and/or secretarial assistance.

7. **PAYMENT.**

- 7.1. The School shall pay to the County \$36.74 per hour for actual time the SRO spends at the School for the period of 9/01/19 to 06/30/20, which includes all costs listed on Schedule A hereto. The County shall pay directly for fuel for the SRO County-issued vehicle. The County shall invoice the School quarterly upon execution of this Agreement and the School shall submit payment within thirty (30) days of receipt of each invoice.

8. **EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER.** The SRO shall remain an employee of the County Sheriff's Office, and shall not be an employee of the School. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

9. **APPOINTMENT OF SCHOOL RESOURCE OFFICERS.** SRO applicants must meet the following requirements and be acceptable to the School:

- 9.1. The applicant must be a volunteer for the position of SRO.
- 9.2. The applicant must be a County Deputy Sheriff.
- 9.3. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

- 10.1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.
- 10.2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
- 10.3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.
- 10.4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.
- 10.5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the County Sheriff may provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment.

However, either Party may terminate this Agreement if no suitable replacement can be found within thirty (30) days.

11. **NOTICES.** Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Ontario County Sheriff
Kevin M. Henderson
74 Ontario Street
Canandaigua, NY 14424

Naples Central School District
Matthew Frahm, Superintendent
136 North Main Street
Naples, New York 14512

Ontario County Attorney
Holly Adams
20 Ontario Street
Canandaigua, NY 14424

12. **GOOD FAITH.** The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.
13. **MODIFICATION.** This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
14. **NON-ASSIGNMENT.** Neither Party shall not assign or transfer this agreement to any other person or corporation without the previous consent, in writing, of the other Party.
15. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

16. **CONTRACT INTEREST.** No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.
17. **INSURANCE.** The School agrees it shall maintain comprehensive general liability insurance satisfactory to the County for services rendered by the County. The School shall name the County as an additional insured under such policy(ies).

Upon request, the County shall provide proof of statutory compliance with New York State Workers' Compensation Law and Disability Law.

18. **INDEMNIFICATION.** The Parties agrees to the fullest extent of the law:
- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School or third parties under the direction or control of the School; and
 - (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

- (c) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School district or third parties under the control of the District; and
- (d) To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim.
- (e) 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.

19. **ENTIRE CONTRACT AND INCORPORATION.** This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded.

20. **SPECIAL RELATIONSHIP.** This Agreement does not create a "special relationship." Specifically, this Agreement is not:

- 20.1. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- 20.2. knowledge on the part of the County's agents that inaction could lead to harm;

- 20.3. some form of direct contact between the County's agents and the injured party; and
- 20.4. evidence of a party's justifiable reliance on the County's affirmative undertaking.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

NAPLES CENTRAL SCHOOL DISTRICT

By: _____
Matthew Frahm, Superintendent

ONTARIO COUNTY SHERIFF'S OFFICE

By: _____
Kevin M. Henderson, Sheriff

ONTARIO COUNTY BOARD OF SUPERVISORS

By: _____
Mary A. Krause, County Administrator

Authorized by the Board of Supervisors of the County of Ontario on the ____ day of _____, 2019, pursuant to Resolution No. ____-2019.

Approved as to form and manner of execution:

Ontario County Attorney

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On this 21st day of August, 2019, before me personally came Matthew Frahm, to me known and known to me to be a representative of the Naples Central School District, and the person who executed the foregoing instrument in the name of the NAPLES CENTRAL SCHOOL DISTRICT, and she duly acknowledged to me that she executed the same as and for the act of said firm.

Pamela Jo Claes, NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On this ____ day of _____, 2019, before me personally came Kevin M. Henderson, to me known and known to me to be the Ontario County Sheriff, and the person who executed the foregoing instrument in the name of the ONTARIO COUNTY SHERIFF'S OFFICE, and he duly acknowledged to me that he executed the same as and for the act of said firm.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On this ____ day of _____, 2019, before me personally came Mary A. Krause, to me known and known to me to be the Ontario County Administrator and the person who executed the foregoing instrument in the name of the ONTARIO COUNTY BOARD OF SUPERVISORS, and she duly acknowledged to me that she executed the same as and for the act of said Board of Supervisors.

NOTARY PUBLIC

ACKNOWLEDGMENT

PART I

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On this 21st day of August, 2019, before me personally came Matthew Frahm, to me known, who, being by me duly sworn, did depose and say that he resides at Canandaigua, NY, that he is the SCHOOL SUPERINTENDENT of NAPLES CENTRAL SCHOOL DISTRICT, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Pamela Jo Claes, Notary Public

PART II

- CERTIFICATE OF AUTHORITY -

I, Jacob Hall certify that I am the PRESIDENT of the NAPLES CENTRAL SCHOOL BOARD, an educational corporation duly created pursuant to the laws of New York State named in the foregoing agreement; that Matthew Frahm who signed said agreement of the Corporation was, at the time of execution SCHOOL SUPERINTENDENT of the Corporation; that said agreement was duly signed for and on behalf of said Corporation by authority of NAPLES CENTRAL SCHOOL BOARD thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

PART III

On this 21st day of August, 2019, before me personally came Jacob Hall, to me known, who, being by me duly sworn, did depose and say that he resides at Naples, NY, that he is the PRESIDENT of the NAPLES CENTRAL SCHOOL BOARD, the educational corporation described in and which executed the above instrument; that he knows the seal of said educational corporation; that the seal affixed to said instrument is such educational corporate seal that it was so affixed by Act of the governing body of said educational corporation, that he signed his name thereto by like Act.

Pamela Jo Claes, Notary Public

SCHEDULE A

PART TIME SCHOOL RESOURCE OFFICER

	2019-20 Cost	
	Annual	
[1] Gross Salary	\$34,684	
[2] Fringe Benefits	\$3,520	
Subtotal Salary & Fringe at 100%	\$38,204	
[3] Annual Cost of Salary & Benefits, Hourly Cost of Salary and Benefits	\$38,204	
Annual Estimated maximum School Cost Anticipated School Cost – 1040 hours		\$38,204

[1] Salary based on current contract at top step for Part-time County Police Officer.

[2] Benefits paid on Gross Wages for PT Deputy	19/20
FICA/Medicare	7.65%
Worker's Compensation	2.50%
Retirement	0.00%
Health Insurance	0.00%
	<u>10.15%</u>

[3] Overtime incurred by PT SRO for School related activities to be billed separately at the Deputy's actual overtime rate.

[4] This schedule represents the maximum potential charge for any Part Time Deputy. The Deputy assigned to your school may have a lesser pay rate or benefit package. Your school will be billed for the actual costs of the officer's hourly rate and benefits package.

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



MEMORANDUM OF AGREEMENT
BETWEEN THE CIVIL SERVICE EMPLOYEE'S ASSOCIATION INC, LOCAL 1000,
AFSCME, AFL-CIO, LOCAL 835, NAPLES CSD UNIT #7853
AND THE NAPLES CENTRAL SCHOOL DISTRICT

The Naples Central School District (hereinafter referred to as the "District"), the CSEA, Inc. (hereinafter referred to as the "CSEA"), Richard Nisbet, Jr. and Stacy Fleischman (hereinafter referred to as the "Employees") (collectively referred to as the "Parties") are parties to the collective bargaining Agreement by and between the Naples Central School District and CSEA, Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CBA") and recognize:

WHEREAS, Richard Nisbet, Jr., a bus driver, and Stacy Fleischman, a bus monitor, are both CSEA members (hereinafter jointly referred to as the "employees"); and

WHEREAS, the employees are currently on a bus run from the Naples Central School District to the Newark Central School District ("Newark"), and that this bus run has a layover of five (5) hours between arrival and departure time; and

WHEREAS, Article XXIII, Section 23.2(7) of the CBA states that bus drivers receive a layover rate of \$11.00 per hour.

WHEREAS, bus monitors receive their hourly rate during a layover period.

WHEREAS, Newark has expressed interest to the District about utilizing the employees to perform duties at Newark during the layover period.

WHEREAS, after discussions and a mutual understanding of the unique situation, the Parties wish to resolve this matter amicably and in the best interest of the CSEA and the District.

THEREFORE, the parties mutually agree as follows:

1. During the five (5) hour layover, the employees may work at Newark and perform duties as assigned by Newark. However, the District retains the right to assign tasks to the employees during the layover period.
2. The employees shall fill out a timecard for time spent working at Newark and turn in the timecard to the District on a weekly basis.
3. To account for time spent working at Newark during the layover period, the employees will receive \$17.00/hour for time spent during the layover in lieu of the layover rate specified in Article XXIII, Section 23.2 of the CBA and/or his/her regular hourly rate.
4. The employees will remain employees of Naples CSD and continue to be entitled to the benefits and working conditions stated in the CBA.

5. This Memorandum of Agreement can be revoked by the District at any time. Furthermore, due to the unique situation described herein, this agreement shall not be subject to the grievance procedure and decisions made by the District shall be final and binding.
6. This Agreement shall be valid from September 3, 2019 up to and including June 30, 2020, at which time this Agreement shall become null and void, unless the Parties agree to continue this Agreement in writing.
7. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

Signed and agreed to on this 21st day of August, 2019.

For Naples Central School District:

Matthew Frahm
Superintendent, Naples Central School District

For CSEA:

Madalene Guererri
President, Naples CSD Unit 7853

Paul D. Peters
Labor Relations Specialist, CSEA

**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 August 21, 2019 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, 2019.

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, 2019 and continuing through June 30, 2024. No later than June 30, 2023, 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, 2019 through June 30, 2020 shall increase 2.5%. His compensation for the remaining years of the contract shall increase 2.5% annually. 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.

Effective July 1, 2018 High Deductible Plan

Also available to the Superintendent will be the following high deductible plan:

- Healthy Blue \$1,500/\$3,000 High Deductible Health Plan (HDHP) \$5/\$35/\$70 Rx.
- The District will pay 100% of the premiums.
- At first-time enrollment in the HDHP plan, the District will make a one-time contribution of 100% of the deductible to the Superintendent's Health Savings Account (HSA) within the first thirty (30) days of first-time enrollment.
- In all subsequent years of enrollment in the HDHP plan, the District will make an annual contribution of 75% of the deductible to the Superintendent's Health Savings Account (HSA) on January 1.

The district will offer a yearly enrollment window for 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 1/240th 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 of \$700/year for the Superintendent if participating in a District offered health insurance plan, with the exception of enrollment in the high deductible plan, each school year to a Medical Reimbursement Plan (Section 105).

If the Superintendent does not receive health insurance from the District, he will lose the \$700 Medical Reimbursement Plan, but will have the health insurance buyout increased by \$700.

This provision is subject to all State and Federal Income Tax Laws and Regulations.

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:

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 fifteen (15) days of fully paid leave each July 1st 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	Thanksgiving Day
Thanksgiving Friday	Christmas Eve
Martin Luther King Day	Christmas Day
Good Friday	New Year's Day
July 4 th	President's Day
	Memorial Day

R. Tuition:

Starting January 1, 2018, the District shall pay the cost of graduate coursework, upon its successful completion, for courses related to furthering the Superintendent of Schools' development in the educational field and school administration through the Executive Leadership Program at St. John Fisher College. If the Superintendent of Schools leaves employment of the district through volition of his own:

- before June 30, 2019, 100% of tuition reimbursement will be due back to the district;
- if before June 30, 2020, 75% of tuition reimbursement will be due back to the district;
- if before June 30, 2021, 50% of tuition reimbursement will be due back to the district;
- if before June 30, 2022, 25% of tuition reimbursement will be due back to the district.

Any tuition payments owed back to the district must be reimbursed within three months of departure.

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, 2019) 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 21st day of August, 2019, effective July 1, 2019

Matthew T. Frahm, Superintendent

Jacob Hall, President, Board of Education

Attest:

Mitchell J. Ball, School District Clerk
Board of Education

**NAPLES CENTRAL SCHOOL
2019-2020 CALENDAR**

Final

JULY							AUGUST					SEPTEMBER						OCTOBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	<u>4</u>	5	6					1	2	3	1	<u>2</u>	3	4	5	6	7			1	2	3	<u>4</u>	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	<u>11</u>	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	<u>14</u>	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	<u>21</u>	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
28	29	30	31				25	26	27	<u>28</u>	<u>29</u>	30	31	29	30						27	28	29	30	31		

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	<u>5</u>	<u>6</u>	7			1	<u>2</u>	<u>3</u>	4							1	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	<u>11</u>	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	22	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	28	19	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	25	16	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22
24	25	26	<u>27</u>	<u>28</u>	<u>29</u>	30	29	<u>30</u>	<u>31</u>					26	27	28	29	30	31	23	24	25	26	27	28	29	

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	<u>6</u>	7			1	2	3	4						<u>1</u>	2		1	<u>2</u>	3	4	5	6	
8	9	10	11	12	<u>13</u>	14	5	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	11	3	4	5	6	7	<u>8</u>	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	<u>13</u>	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	<u>17</u>	<u>18</u>	<u>19</u>	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	<u>22</u>	23	21	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	26	27
29	30	31					26	27	28	29	30			24	<u>25</u>	26	27	28	29	30	28	29	30				

CODES: Vacation/Holiday



Teacher & Support Staff Conference Day

Regents Exams

Teacher Conference Day - HS & Elem - Full Student Day Off HS Students dismissal at 11:00 a.m.; Elem Students have a Full Day.

ELEM ONLY - 1/2 Student Day Off PM for Parent/Teacher Conferences & EVENING Parent/Teacher Conferences for both HS & Elem

HS & Elem - 1/2 Student Day Off PM - Parent/Teacher Conferences PM

Teacher Conference Day - HS & Elem - 1/2 Student Day Off

Date	Description	Pupils	Teachers
July 4	Independence Day Holiday	0	0
August 28	All Staff Conference Day (Teachers & Support Staff)	0	1
August 29	Teacher Conference Day		1
September 2	Labor Day Holiday		
September 3	First Student Day	20	20
October 11	Teacher Conference Day (1/2 Student Day Off)		
October 14	Columbus Day Holiday	22	22
November 7	Elementary Only - 1/2 Student Day Off PM for Parent/Teacher Conferences & Evening Parent/Teacher Conferences for both HS & Elem		
November 8	High School & Elementary - 1/2 Student Day Off PM - Parent/Teacher Conferences PM		
November 11	Veterans' Day Holiday		
November 27, 28, & 29	Thanksgiving Day Holiday	17	17
December 23 - 31	Holiday Recess	15	15
January 1 - 3	Holiday Recess		
January 6	School Reopens		
January 20	Martin Luther King, Jr. Day Holiday		
January 21-24	Local Mid-Term Exams; Regents Exams; and Competency Tests		
January 22-24	High School: Dismissal at 11:00 a.m.; <u>Elementary Students: Full Day</u>	19	19
February 17-21	Presidents' Week Recess	15	15
March 13	Teacher Conference Day: <u>HS & Elem - Full Student Day Off</u>	21	22
April 6-10 & April 13	Spring Recess	16	16
May 8	Teacher Conference Day: <u>HS & Elem - 1/2 Student Day Off</u>		
May 22	Memorial Day Holiday		
May 25	Memorial Day Holiday	19	19
June 2; 17-19; & 22-25	Regents Examinations & Competency Tests		
June 17-19 & June 22-23	Elementary Students will have 1:30 p.m. dismissal		
June 24 & 25	Elementary Students will have 11:00 a.m. dismissal		
June 25	Last Student Day for Elementary & High School		
June 26	Rating Day - Last Teacher Day		
June 27	Graduation Day	19	20
TOTAL NUMBER OF DAYS		183	187

(Includes Teacher Conference Days)

EMERGENCY MAKE-UP DAYS: If needed, will be made up during Spring Recess in April.

APPROVED: August 21, 2019



Transportation Handbook



As an employee of Naples Central School District, you represent the District to students, visitors and community members. Your appearance, attitude and job performance reflect not only the Board's expectations but also the pride and dedication Naples has come to expect from its school employees.

This handbook, while not all inclusive, is intended to assist you in meeting the requirements for a successful career at NCS.

Civil Service Law and the agreement between the District and the CSEA Bargaining Unit establish the basis for employee rights and responsibilities.

Attendance: Good attendance is an important aspect of your job. Employees are expected to report to work on time and prepared for the shift. When an absence becomes necessary, i.e. illness, emergency, etc. employees are expected to contact their supervisor as soon as possible. Scheduled absences (vacation and personal leave) require prior approval as agreed to by contract. Every effort will be made to accommodate employee requests; however, there may be situations that will not allow approval of all requests.

Appearance: All employees are expected to be neat and well groomed. Proper footwear (closed shoe) and appropriate dress is required.

Duty Assignments: Route and driving assignments are bid on (as needed) based on a seniority list. When a run comes available, it is posted per contract.

Harassment: The Board of Education is committed to nondiscrimination and recognizes its responsibility to provide an environment that is free of harassment and intimidation. Therefore, the Board prohibits and condemns all forms of harassment on the basis of race, color, creed, religion, national origin, political affiliation, sex, age, marital or veteran status or disability by employees, school volunteers, students and non-employees such as contractors and vendors as well as any third parties who are participating in, observing, or otherwise engaging in activities subject to the supervision and control of the District.

Drugs/Alcohol/Tobacco: The possession of drugs or alcohol on school grounds or in school owned vehicles is absolutely prohibited. The use of any tobacco product on school grounds or in school owned vehicles is also prohibited. Violations can result in either disciplinary action and/or prosecution.

Safety: All employees are expected to perform their tasks in a safe manner. Your health and safety is important to the school and you are expected to use the equipment provided. A deliberate disregard of safety measures will be taken very seriously. Any work-related injury is to be reported to your immediate supervisor.

Use of District Owned Equipment: Personal use of District owned equipment is strictly prohibited. There is no "borrowing."

Video surveillance cameras have been installed on buses, school grounds, and in our buildings. You could be monitored at any time.

Use of Personal Electronic Communication Devices (Cell Phones, iPods, PDAs, Blackberry, iPhone) Devices: Use of personal electronic communication devices during work hours and in student-inhabited areas is not allowed. Use of these devices is only deemed appropriate during break/lunch periods and only in non-student inhabited areas and where there is an emergency situation.

Should you have any questions, please ask your immediate supervisor. Copies of District Policies are available in the District Office and the Business Office.

SPECIFIC DUTIES OF A SCHOOL BUS DRIVER

1. To provide for the safety of the pupils at all times.
2. To keep physically fit and mentally alert. You should be well rested and free from fatigue before driving.
3. Through his/her own conduct to set a desirable standard of orderliness for the pupils to follow.
4. To adhere to schedule as much as possible.
5. To maintain a spirit of pupil cooperation and discipline on the bus.
6. To consult with principals, teachers, parents and transportation officials in maintaining and operating a safe school bus.
7. To cooperate with parents and school authorities in arranging bus stops for economy and safety.
8. To keep clothes neat and make a good appearance generally.
9. To operate the bus skillfully and safely.
10. To assist a new driver to make a correct start.
11. To prepare and keep records required by local and state authorities.
12. To be familiar with the regulations of the State Education Department concerning school transportation.
13. To inspect the motor vehicle at the beginning and end of each run to be sure the vehicle is in good operating condition (tires, brakes, horn, mirrors, windows, safety doors, lights, remove "No Student Aboard sign, etc.) and to be sure no students are left aboard. A "NO STUDENT ABOARD" sign should be placed in the rear window of the bus after each run.

14. To heed carefully all warning signs and intersections of the road.
15. To assign seats to pupils when necessary.
16. To think of his/her job as that of guardian.
17. To direct pupils across the highway safely.
18. To observe carefully all laws, regulations, and the rules of the road.
 - 1) Proper use of yellow and red warning lights while loading and unloading passengers.
 - 2) Proper use of directional signals, courteous attitude toward the general public, such as pulling over on the shoulder as far as possible. (should a line of cars develop behind you.)
19. Bus must be swept out every day, seat belts buckled and straightened. Bus should be thoroughly cleaned inside and outside weekly. Cleaning supplies can be found in the garage. Please do not keep aerosol cans and spray cleaners on the bus. If you need cleaning supplies and are not able to find them, please see the supervisor/mechanic, and they will get you what you need.
20. Remember when cleaning vomit and body fluids to wear gloves. If you need gloves make sure to let the supervisor know. If you use your supply of gloves on your bus be sure to restock, so there is always gloves available on the bus.
21. Each driver is responsible for refueling their bus and in no instance will a bus be left with less than half a tank full. All fuel put in vehicles should be recorded in the binder with the date, gallons pumped, and the vehicle the fuel was put in. Monitor DEF fluid, it should not fall below 50%. Please let the mechanic know when it's getting close.
22. To be at the bus garage 10 minutes prior to any bus run.
23. To assure that students leave the bus at their designated stop, no changes in the route are to be made without the approval of the Head Bus Driver, we do not accept bus notes.
24. To be in hearing distance of your radio when loading and unloading students.
25. Radios **MUST NOT** be used for anything other than essential department communication. All laws, rules and regulations of the Federal Communications Commission (FCC) should be strictly adhered to, which includes a requirement to avoid all unnecessary transmission. It is against federal law to (a) transmit unnecessary or unidentifiable communications of any kind, (b) use profane, indecent or

obscene language, (c) cause intentional interference with any other radio communication, (d) intercept and use or publish the contents of any radio message with the express permission of the proper authorities in your department. Remember to listen on the frequency before transmitting, so as not to interfere with others using the radio at that time, and during emergency situations do not transmit unless you have information of equal or higher priority and keep your transmission to the point and follow the directions of the dispatcher. Remember to always have your radio turned on, so that the bus garage and school offices are able to communicate with you.

26. To establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff, it is expected that all personnel connected with the transportation department will treat each other with courtesy, respect, and a positive supportive attitude.

EXPECTATIONS OF A SCHOOL BUS DRIVER

1. Maintain an appropriate and current Class B Driver's License with P-S endorsements.
2. Accept any route designated by the employer.
3. Follow the time schedule as set up by the employer.
4. Familiarize him/herself with their route and the stops thereon before the opening day of school.
5. Follow all rules and regulations set up by the NYS Education Department, NYS Department of Transportation, and the employer.
6. Maintain order and discipline on his/her bus that is satisfactory to the employer.
7. Make all reports required by the employer.
8. Report promptly to the bus mechanic any mechanical defects.
9. Sweep the inside of the bus daily, remove trash, buckle and straighten seatbelts.
10. Keep rear windows, lights, and windshield clear and clean at all times.
11. Employee is entitled to sick and personal leave in accordance with agreement.

EXPECTATIONS OF A SCHOOL BUS MONITOR

School bus monitors must be active on the bus, sitting where they can be in a position to observe and handle situations as they arise.

1. Assists in maintaining order on the bus.
2. Helps students on and off the school bus.
3. Makes sure students are seated and if seat belts are required for that child that they be fastened and adjusted properly.
4. Knows how to secure all child safety seats and use wheelchair securements (if applicable).
5. Handles problems, enforces discipline, follows up on discipline cases in which they are involved and ensures the safety of the students.
6. Relays information to the driver and to the Head Bus Driver.
7. Assigns seats in conjunction with the drivers input.
8. Knows the bus route(s).
9. Is responsible for following all district Board of education policies.

RESPONSIBILITY FOR THE SAFE CONDITION OF THE VEHICLE

Drivers **MUST** report mechanical failures or problems to the mechanic and on the daily reports as soon as the driver gets in from their run.

STANDARDS FOR DRIVING

1. Keep to the right of the centerline of highway.
2. Pass overtaken vehicles on left, but only when the road ahead is clear enough to permit getting back to the right with margin for safety.
3. Never attempt to pass an overtaken vehicle at an intersection, on a curve, on the right, or approaching the crest of a hill.
4. At intersections, be prepared to stop if a vehicle on an intersecting road is moving into intersection and do not try to take the right of way.

5. Keep far enough back of the vehicle ahead to allow a safe braking distance in the event that the other vehicle makes a sudden stop. Except in an emergency, do not stop so suddenly as to cause collision by a following vehicle.
6. Signal before making a turn and further insure safety by looking to see whether a vehicle is approaching from the rear. Wait before pulling out from the curb until making such observation.
7. Always keep both hands on the steering wheel and keep eyes on the road ahead while driving. Look behind before backing. Drivers should back up only when absolutely necessary, using extreme caution and with the assistance of a competent spotter when possible.
8. Always stop fifteen to fifty feet before crossing railroad tracks and turn the four-way warning lights on. After carefully looking in both directions and listening, proceed only if it is safe beyond any possible doubt and then proceed with caution.
9. When stopping on a highway, pull as far off hard surface as road conditions permit and, where the stop is prolonged, see that the rear of the vehicle is adequately protected with reflective triangles.
10. Do not operate at excessive speed at any time. Make sure you are obeying posted speed limits at all times. At curves, blind crossings, crests of hills, in fog or wherever the view is curtailed, reduce speed so as to be able to stop within the distance of clear vision.
11. Drivers will not eat, drink any liquid or act or conduct themselves in a manner that would impair the safe operation of the bus while driving.

SPECIAL DRIVING REGULATIONS

1. No fuel tank shall be filled when there are pupils on the bus. All vehicles must be shut off during fueling.
2. No pupil or object shall be allowed to occupy any position that will interfere with the vision of the driver or his/her driving.
3. Every school bus MUST make a complete stop at highway intersections protected by STOP signs.
4. All school buses must come to a complete stop immediately before crossing a railroad grade crossing. Turn radio and heaters OFF, open the driver's window. Open your door if view is obstructed, and opening the door would give you a better view. The driver MUST exercise the utmost care before crossing a railroad crossing.

5. The school bus driver must not leave the school bus when children are inside except in case of emergency and in such case before leaving the bus the driver shall stop the motor, remove the ignition key, set the auxiliary brake.
6. The Vehicle and Traffic Law specifies a maximum speed limit of 55 miles per hour for all vehicles transporting pupils even if the posted limit is higher, such as the NYS Thruway.
7. The doors shall be closed at all times when the bus is in motion.
8. Backing on school grounds should be avoided (when not parking your bus in the assigned spot), but when absolutely necessary use extreme caution and with the assistance of a competent 'spotter' from the inside rear of the bus and sound the horn before backing.
9. Aisles shall not be obstructed while the vehicle is in service. Instruments, book bags, baggage, and other property shall not be carried in the aisle, or so as to interfere with passenger seating, space or safety. Such property may be carried and secured with the passenger in their space if done so as not to interfere with passenger seating, space or safety.
10. A school bus driver shall never drive a school bus when he/she has had any alcoholic beverage, used illegal drugs or taken prescription medication or over the counter medication that would impair his/her ability and judgement to operate the bus safely.
11. The school bus driver shall not permit any person other than pupils, teachers and other persons designated to supervise such pupils to ride the school bus.
12. The school bus driver shall not turn right when facing a steady red signal light while transporting passengers.
13. No bus carrying passengers shall be pushed or towed.
14. The school bus driver shall not permit standees; the only exception is unforeseen circumstances such as breakdowns, accidents or emergency evacuations.
15. The school bus driver shall have the headlights and taillights illuminated at all times of the day or night while transporting pupils.
16. All drivers possessing a CDL license will participate in the district random drug and alcohol testing program. These tests are required for pre-employment post-accident, random testing, and reasonable suspicion. A positive test will result in the employee being prohibited from driving any school vehicle. Employee shall be subject to discipline, up to and including discharge. An employee refusing to a drug and/or alcohol test will constitute a positive result.

RULES AFFECTING PUPILS

1. The driver shall not allow pupils to enter or leave the bus while it is in motion.
2. The driver is held responsible for reasonable behavior of pupils.
3. The driver shall not allow pupils to extend any portion of their body out of an open window.
4. The driver of the school bus, when discharging pupils who must cross the highway, shall instruct such pupils to cross in front of the bus and far enough ahead of the bus to be in vision of the driver. The driver shall keep such school bus halted with red signal lights flashing until such pupils have reached the opposite side of the highway.
5. The driver shall not allow any student third grade and below off the bus without seeing a parent, guardian, or adult at their stop. The driver is to radio the bus garage, or office and wait for further instructions. If the driver is unable to reach the bus garage, or office they are to keep the student on the bus and bring that student back to the school.
6. There are six danger zones surrounding a school bus. The danger zone is a 12 foot area around all sides of the bus. There are areas where students are not easily seen. In the past, the danger zone was described as 10 foot area. Current practice uses a 12 foot area. Regardless of the exact distance, it is the driver's responsibility to know that students are clear of the danger zone before moving the bus.
7. In order to get students to and from school safely and on time, you need to be able to concentrate on the driving task. Loading and unloading requires all your concentration, especially considering the number of injuries and other incidents that occur during these times. Don't take your eyes off of what is happening outside the bus. If there is a behavior problem on the bus, wait until the students have finished loading or have unloaded to a place of safety. If necessary, pull the bus over to handle the problem.

ACCIDENT PROCEDURES AND REPORTING

Each year a number of accidents involving school buses occur in New York State. The driver should be aware of their responsibilities and the exact procedure to be followed if they are involved in a traffic mishap. In this regard, there are certain basic rules which should be followed by the driver who is involved in an accident.

1. Stop immediately; quickly survey passengers.
2. Contact a school official by radio or phone. Call 911 if necessary.

3. Protect the scene; use reflective triangles. Your first responsibility is for the students on the bus.
4. Do not move the bus until so informed by police or appropriate school authority.
5. Render assistance to the injured passengers on the bus. Send, don't go for help.
6. Make a list of passengers and where they were seated.
7. Supply your name, address, operator's license number and vehicle registration to proper authority.
8. Document all damage to vehicles and/or property.
9. Do not offer or sign any statement or attempt to negotiate or discuss the traffic mishap with anyone other than the police, your employer or their designated representative.
10. If the accident is minor, all students will be examined by the school nurse at the scene when possible. If the accident is minor and the supervisor or designated representative tells you to return to school then all students will report to the nurse's office immediately upon entry to the school. The nurse will question each student to determine if there is a need for any medical attention. If the accident requires medical attention, police, fire, and EMS will triage all that are injured.
11. You may be required to report details of the traffic mishap to local authorities, school administration, Commissioner of Motor Vehicles, Public Service Commission, NYS Education Department, Attorneys, and insurance representatives.
12. In the event there is personal injuries as a result of the traffic mishap, the bus driver must complete a MV-104F Form, or a facsimile thereof, documenting injuries to vehicle passengers regardless of the apparent extent of the injuries, including but not limited to bumped knees, cut lips, stumbling on step well of bus, etc.
13. In the event the bus driver is unaware of passenger injuries that occur on the bus, but they are brought to the bus driver's attention by others such as school administration and parents, the bus driver must complete the MV- 1 04F Form or facsimile thereof, ensuring a statement is included that represents that the bus driver was not directly aware of the incident or any injuries. It is important to be factual and truthful and to avoid reporting hearsay and speculation.
14. The bus driver must report all personal injuries immediately to authorized district personnel.
15. The Transportation Supervisor will maintain summary files of all accident data.

16. In the event of a fire on the bus DO NOT attempt to use a fire extinguisher to put the fire out. Your first and only responsibility is to evacuate the students off the bus and to a safe location.

BUS DISCIPLINE PROCEDURES

1. Driver informs students that a Bus Conduct Report is being filled out. Driver informs a student of the infraction and future expectations.
2. Driver completes Bus Conduct Report and reviews it with the Head Bus Driver, who in turn sends a report to the appropriate administrator.

**MAJOR INFRACTIONS WILL BE DEALT WITH BY THE APPROPRIATE
BUILDING ADMINISTRATOR**