

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2016 MEETINGS - MINUTES

DATE: July 7, 2016

KIND OF MEETING: Reorganization Board Meeting

LOCATION: Administration Central Office Board Room, 630 66th
Street, Niagara Falls, NY

CALL TO ORDER: The Reorganization Meeting was called to order by Board Member Russell Petrozzi at 5:30 p.m.

The Reorganization Meeting was opened with the Pledge of Allegiance and a prayer led by Rev. Dobbs.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

ADMINISTRATION OF OATH TO ELECTED BOARD MEMBERS AND SUPERINTENDENT

District Clerk Dumas administered the Oath of Office to re-elected Board Member Robert Restaino and newly-elected Board Member Earl F. Bass.

A ceremonial administration of the Oath was held for Mr. Mark Laurrie, who was officially sworn in as Superintendent of Schools on Friday, July 1, 2016; witnessed by Ms. Maria Massaro, Administrator for Human Resources, and observed by Mr. Laurrie's family and a host of Central Office employees in Ms. Massaro's office.

TEMPORARY CHAIRMAN

Mr. Vilardo opened the floor for the nomination of a Temporary Chairperson. Mr. Massaro was nominated and elected unanimously to serve as Temporary Chairperson on the motion of Mr. Vilardo, seconded by Mr. Barstys.

Mr. Massaro assumed the position as Temporary Chairman.

METHOD OF ELECTION OF OFFICERS

It was the consensus of the Board that a roll call vote be used for election of officers. There were no objections.

NOMINATIONS FOR PRESIDENT OF THE BOARD OF EDUCATION

Temporary Chairperson Angelo Massaro opened the floor to receive nominations for the Office of Board President. Mr. Barstys nominated Vincent Cancemi; Mr. Petrozzi seconded the nomination. There were no other nominations. Mr. Petrozzi moved that nominations be closed and that Vincent Cancemi be elected as Board President for the 2016/2017 School Year, seconded by Mr. Barstys; motion carried unanimously.

ADMINISTRATION OF OATH TO ELECTED OFFICER – BOARD PRESIDENT

Mrs. Dumas administered the Oath of Office to Vincent Cancemi, who is officially the Board President for 2016/17 School Year. Mr. Cancemi assumed the role as Board President and continued with the meeting.

Mr. Massaro's temporary appointment as Chairman ended due to the election of Mr. Cancemi as Board President.

NOMINATION FOR VICE PRESIDENT OF THE BOARD OF EDUCATION

Board President Vincent Cancemi opened the floor to receive nominations for the Office of Board Vice President. Mr. Vilardo nominated Robert Restaino; Mr. Barstys seconded the nomination. There were no other nominations. Bishop Dobbs moved that nominations be closed and that Robert Restaino be elected as Board Vice President for the 2016/2017 School Year, seconded by Mr. Paretto; motion carried unanimously.

ADMINISTRATION OF OATH TO ELECTED OFFICER – VICE PRESIDENT

Mrs. Dumas administered the Oath of Office to Robert Restaino, who is officially the Board Vice President for the 2016/17 School Year.

ADMINISTRATION OF OATH TO OTHER OFFICERS

The Oath of Office will be administered to the District Clerk, District Treasurer, Tax Collector, and District Auditor at a later date.

4. APPOINTMENTS

4.01 INTERNAL CLAIMS AUDITOR

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations empowers the Board of Education to appoint certain District Officers; and

WHEREAS, The School District has a distinct need for the position of Internal Claims Auditor; and

WHEREAS, Denise Kolber will provide service in the position of Internal Claims Auditor; therefore be it

RESOLVED, That Denise Kolber, Consultant, be appointed to the position of Internal Claims Auditor for the period July 1, 2016, through June 30, 2017 at a rate of \$36.05 per hour not to exceed \$32,000.

The vote on the motion was unanimous.

4.02 THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District requires the services of an administrator for the Unemployment Insurance Program; and

WHEREAS, The District negotiated an improved Agreement with N.E.C. for unemployment insurance services; therefore be it

RESOLVED, That N.E.C. be appointed as Third Party Administrator for the District's Unemployment Insurance Program for the period July 1, 2016, through June 30, 2017.

The vote on the motion was unanimous.

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Public Law 94-142 regulations 121a.572 states that each participating agency shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages; and

WHEREAS, It further states that one official shall assume responsibility for ensuring the confidentiality of such information; and

4.03 EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN (cont'd.)

WHEREAS, Each agency shall maintain, for public inspection, a current listing of the names and positions of those employees who may have access to personally identifiable information; therefore be it

RESOLVED, That Dr. Michael Lewis, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2016, through June 30, 2017; and

RESOLVED, That instructional employees of the Niagara Falls City School District may examine and inspect the records of individual handicapped students with whom they are working to the extent necessary for the due performance of their instructional duties with respect to such students, subject to the approval and permission of the building administrator; and

RESOLVED, That, likewise subject to the approval and permission of the building administrator, members of the nursing and clerical staff designated by the building administrator may also have access to such records as necessary to the due performance of their duties.

The vote on the motion was unanimous.

4.04 PUBLIC RECORDS ACCESS OFFICER

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Article 6, Section 84, of the Public Officers Law provides that government is the public's business and that the public, individually and collectively and represented by a free press, should have access to records of government in accordance with the provision of this article (Freedom of Information Law); and

WHEREAS, The Article states that the governmental body shall designate the person from whom such statements may be obtained; therefore, be it

RESOLVED, That the Administrator for Human Resources, Maria Massaro be appointed Public Records Access Officer for the period July 1, 2016, through June 30, 2017, with no additional compensation.

The vote on the motion was unanimous.

4.05 RECORDS MANAGEMENT OFFICER

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

4.05 RECORDS MANAGEMENT OFFICER (cont'd.)

WHEREAS, §57.19 of the Local Government Records Law requires that each local government designate a "Records Management Officer" (RMO) to coordinate the development of and oversee its records management program; and

WHEREAS, Ruthel Dumas, the District Clerk, has been performing the duties of the Records Management Officer; therefore be it

RESOLVED, That the District Clerk, Ruthel Dumas be appointed Records Management Officer for the period July 1, 2016, through June 30, 2017, without additional compensation.

The vote on the motion was unanimous.

4.06 DISTRICT CLERK

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, New York State Education Law, § 2130 and §2503(15) states that the Board of Education shall appoint a Clerk of the Board; and

WHEREAS, Ruthel D. Dumas has provided satisfactory performance in said position; therefore be it

RESOLVED, That Ruthel Dumas be reappointed District Clerk at the salary in the budget subject to any salary adjustments as approved by the Board of Education.

The vote on the motion was unanimous.

4.07 SCHOOL DISTRICT TREASURER

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, New York State Education Law, §2130 and §2503(15) state that the Board of Education shall appoint a treasurer for the school district; and

WHEREAS, Specific responsibilities must be assigned to the school district treasurer that can only be performed by an individual so appointed; therefore be it

RESOLVED, That Rebecca A. Holody be appointed School District Treasurer for the period July 1, 2016 through June 30, 2017.

The vote on the motion was unanimous.

4.08 TAX COLLECTOR

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, §2506 of the Education Law states that the Board of Education shall appoint a school district Tax Collector; and

WHEREAS, Specific responsibilities must be assigned to the school district Tax Collector that can only be performed by an individual as appointed; therefore be it

RESOLVED, That Administrator for School Business Services, Joseph A. Giarrizzo, be appointed as School District Tax Collector with no additional compensation.

The vote on the motion was unanimous.

4.09 MEDICAID COMPLIANCE OFFICER

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The Niagara Falls City School District participates in programs that provide services to Medicaid eligible individuals and receives Medicaid reimbursement for such programs; and

WHEREAS, The District is committed to compliance with all applicable laws and regulations related to Medicaid billing and reimbursement; and

WHEREAS, The District has developed a Medicaid Compliance Program/Policy aimed to prevent inaccurate billing or inappropriate practices in accordance with New York Social Services Law Section 363-d; now therefore be it

RESOLVED, That Maria Massaro, Administrator for Human Resources is designated the Medicaid Compliance Officer for the period of July 1, 2016 through June 30, 2017.

The vote on the motion was unanimous.

5. DESIGNATIONS

5.01 OFFICIAL BANK DEPOSITORIES

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, §2130 of the New York State Education Law states that, "the Board shall designate by written resolution duly adopted by a majority vote of such Board which shall be entered into its minutes, a bank, banks, banker or bankers for the deposit of all moneys received by the treasurer, collector, village receiver or village collector; provided that such designation shall be made of a bank or banks or banker or bankers within the state"; and

5. DESIGNATIONS (cont'd.)

5.01 OFFICIAL BANK DEPOSITORIES (cont'd.)

WHEREAS, The District is recommending that four (4) banks handle all District accounts; therefore be it

RESOLVED, That the Board of Education designate, Manufacturers and Traders Trust Company, Bank of America, and J.P. Morgan Chase Manhattan Bank, N.A., as Official Bank Depositories for all school funds for the period July 1, 2016, through June 30, 2017; and be it further

RESOLVED That Rebecca Holody, School District Treasurer and the Administrator for School Business Services are hereby jointly and/or separately authorized to sign checks and/or execute other documents which may be required for the transaction of Niagara Falls City School District business with the depositories herein named.

The vote on the motion was unanimous.

5.02 TRANSFER AGENT FOR DEBT SERVICE

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, §70.00 of the New York Local Finance Law states, a finance board on behalf of any municipality, school district or district corporation may contract from time to time for a period or periods not exceeding ten years each, with any bank or trust company located and authorized to do business in this state for the purpose of having such bank or trust company act, in connection with all its obligations, or any specific issue or issues of its obligations, or any specific type or types of its obligations, as the registration agent for such municipality, school district or district corporation and for related services, and for the payment for such municipality, school district or school district corporation of a reasonable compensation to any such bank or trust company for the services to be performed by it pursuant to such contract"; and

WHEREAS, In the year immediately passed, Chase Manhattan Global Trust Services, Dormitory Authority of State of New York, Bank of New York, and Depository Trust Company, both of New York, New York have satisfactorily performed this function in their service as Transfer Agent for Debt Service; therefore be it

RESOLVED, That the Board of Education designate Manufacturers and Traders Trust Company, Chase Manhattan Global Trust Services, Dormitory Authority of State of New York, Bank of New York, Depository Trust Company, both of New York, New York as Transfer Agents for Debt Service for the period July 1, 2016, through June 30, 2017.

The vote on the motion was unanimous.

5.03 MUNICIPAL BOND CONSULTANT

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, Periodically it is necessary for the District to prepare for a bond or note sale; and

WHEREAS, The District has historically appointed a municipal bond consultant to expedite and facilitate the sale of bonds or notes, as well as provide consulting services to the Board of Education; and

WHEREAS, Capital Markets Advisors, LLC (CMA), a Municipal Bond Consultant of high reputation and located locally, has extensive knowledge and experience dealing with Qualified Zone Academy Bonds (QZABs) that have been used in creatively financing various school districts' sale of bonds for capital projects; therefore be it

RESOLVED, That the Board of Education designate Capital Markets Advisors, LLC as Municipal Bond Consultants for the period July 1, 2016, through June 30, 2017, with no annual retainer fee; and be it further

RESOLVED That designation herein is subject to conclusion of an appropriate agreement for payment of fee when required which shall contain terms and conditions acceptable to the Superintendent and School District Attorney.

The vote on the motion was unanimous.

5.04 BONDING ATTORNEYS

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls from time to time has the occasion to require a bond or note issue; therefore be it

RESOLVED, That the Board designate the law firm of Orrick, Herrington & Sutcliffe LLP as bonding attorneys with no annual retainer fee for the period July 1, 2016, through June 30, 2017.

The vote on the motion was unanimous.

5.05 OFFICIAL NEWSPAPER

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

5.05 OFFICIAL NEWSPAPER (cont'd.)

WHEREAS, Various provisions of the New York State Education Law requires that certain notices be published at a particular time in a newspaper or newspapers having general circulation within the school district; and

WHEREAS, The *Niagara Gazette* is a published newspaper within the area identified as the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the *Niagara Gazette* be designated as the Board of Education Official Newspaper for the period July 1, 2016, through June 30, 2017; and

RESOLVED, That any official notices required by law be published in the Niagara Gazette in accordance with legal requirements.

The vote on the motion was unanimous.

5.06 REGULAR MONTHLY MEETINGS

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, New York State Education Law §2504 provides that regular meetings of the Board of Education shall be held at least as often as once each month; therefore be it

RESOLVED, That the Niagara Falls Board of Education will hold its regular meetings for the 2016-2017 school year at 7:00 p.m. on the fourth Thursday of each month; and

RESOLVED, That the only exceptions to the stated schedule are July 7, October 20, November 17, December 15, 2016, and March 30, April 25, and May 17, 2016 ([full schedule to be posted on District website at www.nfschools.net](http://www.nfschools.net)).

The vote on the motion was unanimous.

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls, New York, is committed to making every effort to resolve differences involving educational programs for students with disabilities; and

WHEREAS, According to law and regulations, parents may request a formal impartial hearing to resolve any differences concerning the appropriate education for their child, a student with disabilities; and

5.07 BOARD REPRESENTATIVE – SELECTION OF IMPARTIAL HEARING OFFICERS (cont'd.)

WHEREAS, The Individuals With Disabilities Education Act (IDEA) and New York State Commissioner's Regulations requires various procedures in the selection of Impartial Hearing Officers and the conducting of Impartial Hearings; and

WHEREAS, The Board has developed a policy providing for a process to select Impartial Hearing Officers and the conducting of Impartial Hearings, all in accordance with laws and statutorily prescribed regulations; and

WHEREAS, When an IHO, properly contacted by the District Clerk, indicates availability, the Board of Education must immediately appoint him/her; now therefore, be it

RESOLVED, That in order to expedite the appointment process, the Board of Education designates the Board President to appoint the IHO on behalf of the Board.

The vote on the motion was unanimous.

6. AUTHORIZATIONS

6.01 PURCHASING AGENT

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §170.2(b) of the Commissioner's Regulations states that, "the Board of Education of every union free district shall have power and it shall be its duty to designate the persons to be responsible for the following functions: (1) Purchasing, (2) Certification of Payrolls"; therefore be it

RESOLVED, That the Board of Education authorize Collis Earl Smeal to perform the duties of Purchasing Agent for the period July 1, 2016, through June 30, 2017, with no additional compensation provided.

The vote on the motion was unanimous.

6.02 CERTIFICATION OF PAYROLLS

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, §170.2(b) of the Commissioner's Regulations states that, "the Board of Education of every union free district shall have power and it shall be its duty to designate the persons to be responsible for the following functions: (1) Purchasing, (2) Certification of Payrolls"; therefore be it

6.02 CERTIFICATION OF PAYROLLS (cont'd.)

RESOLVED, That this Board of Education authorize the Business Administrator and the Administrator for Human Resources to certify payrolls for the period July 1, 2016, through June 30, 2017, with no additional compensation provided.

The vote on the motion was unanimous.

7. PURCHASING PROCEDURES POLICY

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The New York State Municipal Law §104-b requires that procurement policies of the district be reviewed annually by the Board of Education; and

WHEREAS, Effective June 22, 2010, an amendment was made to §103 of the General Municipal Law increasing threshold requirements for public bidding on purchases from \$10,000 to \$20,000, and

WHEREAS, Effective November 12, 2009, an amendment was made to §103 of the General Municipal Law increasing threshold requirements for public bidding on public works from \$20,000 to \$35,000; and

WHEREAS, Also effective January 1, 1992, provisions on new §104-b of the General Municipal Law relating to the procurement of goods and services for which competitive public bidding is not required, requires the Board of Education to adopt internal policies and procedures, governing all procurement activities; therefore be it

RESOLVED, That the District will use the Purchasing Procedures Policy for the School District of Niagara Falls, New York, as approved on June 24, 2010, and described as Policy 2010-5410.

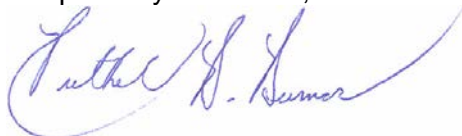
The vote on the motion was unanimous.

ADJOURNMENT

The July 7, 2016 Reorganization Meeting was adjourned at 5:55 p.m. on the motion made by Mr. Barstys and seconded by Mr. Jocoy; motion carried unanimously..

The July 7, 2016 Reorganization Meeting was adjourned at 5:55 p.m.

Respectfully submitted,



Ruthel D. Dumas
District Clerk

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2016 MEETINGS - MINUTES

DATE: July 7, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Auditorium, 630 66th Street,
Niagara Falls, NY

CALL TO ORDER: The Regular Meeting was called to order by President
Vincent Cancemi at 6:10 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Cancemi, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Vilardo

MEMBERS ABSENT: None

ORAL COMMUNICATION – PUBLIC COMMENT

Mr. Robert Kazeangin, a member of the Board Audit Committee and a former Board member, in a prepared statement, congratulated Mr. Laurie on his appointment as School Superintendent. He stated that the District is in good hands and that Mr. Laurie will lead our District to new heights. Mr. Laurie has proven himself as a leader who will make himself accessible to all. He talked about the qualities that Mr. Laurie embodies and standards he inherited from his parents, the late educator Robert Laurie and his mother Dolores. Mr. Kazeangin thanked Mrs. Bianco for the 50 years of dedicated service to our District. He congratulated Mr. Vilardo for his service as Board President and for his leadership through the past year. He also thanked Mrs. Rotella for her many years of service to the our District, first as a staff member and then as a Board member. Mr. Kazeangin wished Mr. Cancemi and Mr. Restaino the best in their new roles as President and Vice President, respectively. He stated that they both have the passion and commitment to the District as well as to the entire community which is so important as the School District continues to strive to be the best it can be. He wished newly-elected Board Member Earl Bass well and advised him to listen to his colleagues and to work together as a unified Board. In conclusion, Mr. Kazeangin stated that no one Board member has power, the power only lye as a Board working together for the common good of the District. He is confident that the new year will be an exciting time for the Niagara Falls School District. *Thank you.*

ROUTINE ITEMS

MINUTES

None

BUDGET TRANSFER

None

BID #6 – PLUMBING SUPPLIES

Mr. Laurrie noted that Bid #6 was revised and reissued to the Board.

Mr. Smeal explained the change to the bid. He stated that there was a substitute in the mailroom and there was a mix up in the delivery of the bid, which arrived on time. Due to the mix up, a decision was made to accept the bid. The bid was opened and it was decided that the best way to award the bid was jointly because one of the contractors was better on the prices of some items and the other one was better on the other items. Both vendors (IRR Supply Centers Inc. and Plumbmaster Inc.) are local and were both happy to hear that the bid would be awarded jointly pending Board's approval.

Bishop Dobbs moved for approval of the following resolution on Plumbing Supplies - Bid No. 6, for the 2016-2017 School Year. Mr. Restaino seconded the motion.

WHEREAS, Funds were appropriated for Plumbing Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 6– Plumbing Supplies; and

WHEREAS, Legal notice was published June 2, 2016 and bid documents were mailed to or secured by seven potential bidders; and

WHEREAS, Bid was publicly opened and read on June 29, 2016 and two properly executed bids were received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Energy/Procurement Specialist; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Contractor</u>	<u>Items</u>	<u>Amount</u>
6A	Irr	40	\$5,946.70
6B	Plumbmaster	4	<u>679.95</u>
No Bid	Release to Open Market	<u>8</u>	
	Total	52	\$6,626.65

BID #6 – PLUMBING SUPPLIES (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER'S REPORT

None.

BUDGET STATUS REPORT

None.

EXECUTIVE SESSION

At 6:20 p.m., a motion for Executive Session was made by Mr. Barstys to discuss personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of person, persons, or corporation; seconded by Mr. Paretto, the motion passed 8 - 1 with Mr. Restaino voting no.

Executive Session was adjourned and the Regular meeting was reconvened at 6:56 p.m. on the motion by Mr. Petrozzi, seconded by Mr. Barstys. All were in favor.

PERSONNEL REPORTS - ADDENDUMS

To add an Addendum to the agenda for Board action for both Certificated and Classified was approved unanimously on the motion made by Mr. Jocoy and seconded by Mr. Petrozzi.

PERSONNEL REPORT--CERTIFICATED STAFF

Bishop Dobbs moved for approval of the following Personnel Report for Certificated Staff, Items #I through #XV and Addendum #I through #V. Mr. Barstys seconded the motion.

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Teacher Grade 3 Niagara Street (Revised Location)	\$92,491 Step 17-90M A2101.120.061	July 1, 2016

II. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Robert Braham	Teacher Physical Education NFHS	29 years	June 30, 2017
Dorothy Kelley	Teacher Science NFHS	31 years 9 months	June 30, 2016
Janis Leo	Grade 1 Teacher GJ Mann	31 years	June 30, 2017

III. REAPPOINTMENTS FOR 2016-2017

A. INDIAN EDUCATION STAFF SCHOOL YEAR 2016 – 2017

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY /ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Linda Capton	Cultural Specialist I Abate	\$16,223 / 25 hrs per week F2103.120.052.1517	September 1, 2016 - June 30, 2017
Noreen Hill 536 - 17 th Street Niagara Falls, NY 14301			

B. ADULT EDUCATION STAFF SCHOOL YEAR 2016 – 2017

SO YOU WANT TO BE A CLOWN – PART I; YOU WANT TO BE A GREAT CLOWN – PART II – NFHS – \$15.00 PER HOUR – NTE 40 HOURS – SEPTEMBER 2016 – JUNE 2017 – A2310.140.098

Carol Shire

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Corey Bley <u>S</u>	Teacher Art NSS (.7) CES (.2) Kalfas (.1)	\$48,957 Step 2-40M A2160.120.061 (.7) A2160.120.057 (.2) A2160.120.059 (.1)	September 1, 2016 (probationary period ends June 30, 2020)
Jordin Puzan <u>R</u>	Teacher Special Education Hyde Park	\$47,726 Step 1-30M A2250.133.058	September 1, 2016 (probationary period ends June 30, 2020)

V. REGULAR SUBSTITUTES – REVISED FROM 6/23/16 REPORT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Julia Meyers <u>R</u>	Teacher Math LPS (Richard Meranto)	\$52,219 Step 6-40M A2126.130.050 (Revised Step & Level)	July 1, 2016 – June 30, 2017

VI. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Adrian Ennett <u>R</u>	Teacher Social Studies NFHS (Carrie Sottile)	\$48,116 Step 2-30M A2128.130.045	September 1, 2016 – June 30, 2017
Jessica McKinney-Collins <u>R</u>	Teacher Social Studies (.5) GPS (Marcus Latham)	\$47,726 Step 1-30M (.5) (pro-rated) A2128.130.049 (.5)	September 1, 2016 – June 30, 2017
Sara Morreale <u>R</u>	Teacher Special Education Kalfas (Jennie Cyran)	\$48,116 Step 2-30M A2250.133.059	September 1, 2016 – June 30, 2017

VII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Joanna Antonacci	Teacher Grade 4 GJ Mann A2101.120.067	Teacher Grade 3 GJ Mann A2101.120.067	September 1, 2016
Nicola Condino	Teacher Grade 3 GJ Mann A2101.120.067	Teacher Grade 4 GJ Mann A2101.120.067	September 1, 2016
Rina Dunlap	Teacher Grade 1 Niagara Street A2101.120.061	Teacher Kindergarten Niagara Street A2110.110.061	September 1, 2016
Christina Magnuson	Teacher Special Education Hyde Park A2250.133.058	Teacher Special Education Niagara Street A2250.133.061	September 1, 2016
Philip Mohr	Teacher Special Education 79 th (.5) – A2250.133.065 CES (.5) – A2250.133.057	Teacher Special Education Cataract A2250.133.057	September 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Stephanie Polka	Teacher Special Education Kalfas A2250.133.059	Teacher Special Education 79 th (.5) - A2250.133.065 CES (.5) - A2250.133.057	September 1, 2016

IX. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Jennie Cyran	Teacher Special Education Cataract	Personal (without pay)	September 1, 2016 – June 30, 2017

X. SCHEDULE B – 2016-17 SCHOOL YEAR

1. SUBSTITUTE ORIENTATION – NTE 2 HOURS EACH – ONE DAY PER MONTH – SEPTEMBER 2016 – JUNE 2017 – A2103.140.098

Joy Pazamickas	Tammy Zaker
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XI. SUMMERWORK 2016-17 – SCHEDULE B

1. KALFAS FOCUS TEAM – NTE 60 HOURS TOTAL FOR THE GROUP – F2103.140.098.0316

Amy Beckett	Colleen Caprio	Danielle Dionne	Thomas Fisher
Heidi Ingham	Mary Pogel		

2. SUMMER 2016 SCHOOL PSYCHOLOGIST – KALFAS – NTE 30 HOURS

Chithra Kandaswami

3. SPEECH PATHOLOGIST/TEACHER SUMMER 2016 – NTE 25 HOURS

Janice Richwalder

4. REVISED FROM 6/23/16 REPORT – SUMMER STEM CAMP INSTRUCTORS – NTE 25 HOURS

Caterina Antonacci - REMOVE	Jerri Presutti - ADD
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5. ADDITION - SUMMER 2016 EXTENDED LEARNING TIME PROGRAM – ABATE/CATARACT – NTE 86.25 HOURS EACH

Joanna Antonacci

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XII. SCHEDULE B – 2015-16

REVISED FROM 6/23/16 CLASSIFIED REPORT – NURSE FOR POST PROM – NFHS – NTE 3.5 HOURS – A2815.550.045

Laura Lasher

XIII. SUMMERWORK 2016-17 – PER DIEM

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Diane Bianco	10 days	\$544.78 General Fund	Summer Curriculum Committee Work

XIV. SCHEDULE C

A. FALL COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Martha Amoretti	Varsity Girls Volleyball	\$3488 Step 3
Robert Augustino	Varsity Boys Soccer	\$5241 Step 2
Donald Bass	Varsity Football	\$5515 Step 3
Robert Braham	Assistant Girls JV Volleyball	\$2882 Step 3
Jennifer Clyde	Varsity Cheerleading	\$2620.50 (1/2) Step 3 (Pending)
Bryan Collins	Assistant Girls Swimming	\$2769.07 11/15 th Step 3 (Pending)
Romel Griggs	Assistant Football	\$4043 Step 3
Edward Kladke	Assistant Football	\$4043 Step 3
Anthony Kutis	Assistant Boys Soccer	\$3776 Step 3

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SCHEDULE C (Continued)

A. FALL COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Matthew Leo	Assistant Football	\$3913 Step 2
Israel Martinez	Varsity Cross Country	\$3488 Step 3
Edwin Maynard	Assistant Girls Swimming	\$2769.07 (11/15th) Step 3
John Pero	Varsity Golf	\$3488 Step 3 (Pending)
Jonathan Robins	Assistant Football	\$4043 Step 3
James Stypa	Varsity Girls Swimming	\$3652 11/15 th Step 1 (Pending)
Mark Teoli	Assistant Football	\$4043 Step 3 (Pending)
Matthew Thompson	Varsity Girls Tennis	\$3488 Step 3
Joseph Tiberi	Assistant Boys JV Volleyball	\$2751 Step 2
Nikita Ventresca	Varsity Girls Soccer	\$5112 Step 2 (Pending)
Michael Vilardo	Assistant Girls Soccer	\$3776 Step 3
Kenneth Wagner	Assistant Cross-Country	\$3488 Step 3 (Pending)
Nicollette Walaszek-Kempa	Assistant Cheerleading	\$1888 1/2 Step 3 (Pending)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SCHEDULE C (Continued)

B. WINTER COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Martha Amoretti	Assistant Girls Basketball	\$3776 Step 3
Jennifer Clyde	Varsity Cheerleading	\$2620.50 (1/2) Step 3 (Pending)
Bryan Collins	Assistant Boys Swimming	\$3776 Step 3
Salvatore Constantino	Varsity Boys Basketball	\$5241 Step 3 (Pending)
Marc Daul	Assistant Boys Basketball	\$3776 Step 3 (Pending)
Brian Dowsey	Varsity Girls Basketball	\$5112 Step 2 (Pending)
Joshua Eagan	Assistant Wrestling	\$3776 Step 3 (Pending)
Brent Gadacz	Assistant Boys Basketball	\$3776 Step 3
Daniel Giancola	Varsity Wrestling	\$5241 Step 3 (Pending)
Israel Martinez	Assistant Indoor Track	\$3776 Step 3 (Pending)
Edwin Maynard	Assistant Boys Swimming	\$3776 Step 3
Donald McCoy	Assistant Wrestling	\$3776 Step 3
Richard Meranto	Assistant Indoor Track	\$3645 Step 2 (Pending)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SCHEDULE C (Continued)

B. WINTER COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Jonathan Robins	Varsity Indoor Track	\$5241 Step 3
Nicholas Ruffolo	Assistant Ice Hockey	\$3776 Step 3
James Stypa	Varsity Boys Swimming/Diving	\$4980 Step 1 (Pending)
Joseph Tiberi	Assistant Girls Basketball	\$3776 Step 3
Edward Ventry	Varsity Boys & Girls Bowling	\$3488 Step 3 (Pending)
Nicolette Walaszek- Kempa	Assistant Cheerleading	\$1888 (1/2) Step 3 (Pending)
Stanley Wojton	Varsity Ice Hockey	\$5241 Step 3

C. SPRING COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Martha Amoretti	Varsity Softball	\$5241 Step 3 (Pending)
Robert Augustino	Varsity Baseball	\$4980 Step 1 (Pending)
Robert Braham	Assistant Softball	\$3776 Step 3 (Pending)
Martin DeRosa	Assistant Softball	\$3776 Step 3 (Pending)
Romel Griggs	Assistant Outdoor Track	\$4043 Step 3 (Pending)
Edward Kladke	Assistant Baseball	\$3514 Step 1 (Pending)
Anthony Kutis	Assistant Outdoor Track	\$4043 Step 3 (Pending)
Richard Meranto	Assistant Outdoor Track	\$3913 Step 2 (Pending)
Jonathan Robins	Varsity Outdoor Track	\$5515 Step 3 (Pending)
Frank Rotundo	Assistant Girls Lacrosse	\$3776 Step 3 (Pending)
William Schmidtke	Varsity Girls Lacrosse	\$5241 Step 3 (Pending)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. SCHEDULE C (Continued)

C. SPRING COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Matthew Thompson	Varsity Boys Tennis	\$3488 Step 3 (Pending)
Stephen Zafuto	Assistant Outdoor Track	\$4043 Step 3 (Pending)
David Zona	Assistant Baseball	\$3776 Step 3 (Pending)

XV. REVISION OF APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

NFHS – A2013.144.045

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REVISE	Cathleen Chilberg	From: 1.0 To: 0.5	Team H Captain	\$700 (Revised)
ADD	Michael Vilardo	0.5	Team H Captain	\$700

ADDENDUM, ITEMS I THROUGH VI

I. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Patricia Thompson <u>R</u>	Teaching Assistant GPS (Jennifer Clyde)	\$31,801 A2257.143.049	September 1, 2016 – June 30, 2017

II. VOLUNTARY TRANSFERS – REVISED FROM 6/23/16 REPORT

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Mary Hall	Teaching Assistant CES (.5) – A2257.143.057 LPS (.5) – A2257.143.050	Teaching Assistant CES A2257.143.057 (Location Revised)	September 1, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM, ITEMS I THROUGH VI (cont'd.)

III. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Carmine Bianco	Teacher Physical Education NSS (.9) – A2164.120.061 Maple (.1) – A2164.120.060	Teacher Physical Education NSS (.9) – A2164.120.061 CES (.1) – A2164.120.057	September 1, 2016

IV. SUMMER WORK – 2016-2017

A. PER DIEM – CATARACT

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Mary Kurek	1	\$346.86	Focus School Team
Lisa Malpica	1	\$470.61 Grant Code	Focus School Team
Debra Olear	1	\$470.61 Grant Code	Focus School Team
Patricia Rafferty	1	\$470.61 Grant Code	Focus School Team
Sara Strangio	1	\$344.87 Grant Code	Focus School Team

B. PER DIEM – HYDE PARK

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Tiffany Bradberry	1	\$325.76 Grant Code	Focus School Team
Carrie Cino	1	\$492.17 Grant Code	Focus School Team
Richard Evans	1	\$279.39 Grant Code	Focus School Team
David Glahe	1	\$461.92 Grant Code	Focus School Team

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM, ITEMS I THROUGH VI (cont'd.)

IV. SUMMER WORK – 2016-2017 (Continued)

B. PER DIEM – HYDE PARK (Continued)

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Susan Ross	1	\$483.48 Grant Code	Focus School Team
Nicholas Ruffolo	1	\$337.30 Grant Code	Focus School Team
Paula Spacone	1	\$492.17 Grant Code	Focus School Team

C. PER DIEM – KALFAS

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Colleen Caprio	1	\$470.61 Grant Code	Focus School Team
Thomas Fisher	1	\$368.42 Grant Code	Focus School Team
Mary Pogel	1	\$470.61 Grant Code	Focus School Team

D. PER DIEM – 79TH STREET

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Janine Bellonte	1	\$492.17 Grant Code	Focus School Team
Lisa Graff	1	\$470.61 Grant Code	Focus School Team
Lyndie Grant	1	\$492.17 Grant Code	Focus School Team
Debra Olear	1	\$470.61 Grant Code	Focus School Team
Bryan Rotella	1	\$329.74 Grant Code	Focus School Team

E. PER DIEM – GPS

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Francis Coney	1	\$457.58 Grant Code	Focus School Team
Brent Gadacz	1	\$442.76 Grant Code	Focus School Team
Bonnie Kane	1	\$515.88 Grant Code	Focus School Team
Anne Mardon	1	\$470.61 Grant Code	Focus School Team
Angelica Martin	1	\$255.03 Grant Code	Focus School Team
Amanda Molnar	1	\$368.42 Grant Code	Focus School Team

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM, ITEMS I THROUGH VI (cont'd.)

IV. SUMMER WORK – 2016-2017 (Continued)

E. PER DIEM – GPS (Continued)

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Maria Murgia	1	\$331.62 Grant Code	Focus School Team
Christina Schove	1	\$461.92 Grant Code	Focus School Team
Kathleen Urban	1	\$374.28 Grant Code	Focus School Team
Stephen Zafuto	1	\$457.58 Grant Code	Focus School Team

F. PER DIEM – LPS

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
John Briglio	1	\$466.27 Grant Code	Focus School Team
Ashley Chambers	1	\$311.59 Grant Code	Focus School Team
James Hutchinson	1	\$334.37 Grant Code	Focus School Team
Anne Mardon	1	\$470.61 Grant Code	Focus School Team
Maria Murgia	1	\$331.62 Grant Code	Focus School Team
Bryan Rotella	1	\$329.74 Grant Code	Focus School Team
Andrew Touma	1	\$492.17 Grant Code	Focus School Team
Jocelyn Touma	1	\$299.13 Grant Code	Focus School Team
Amanda Zona	1	\$277.68 Grant Code	Focus School Team

G. PER DIEM – FOCUS DISTRICT DATA ANALYSIS WORKSHOP

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Stefany Critelli	1	\$327.47 Grant Code	Focus District Data Analysis
Deanna Cudahy	1	\$470.61 Grant Code	Focus District Data Analysis
Angela Manella	1	\$461.92 Grant Code	Focus District Data Analysis
Bryan Rotella	1	\$329.74 Grant Code	Focus District Data Analysis

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM, ITEMS I THROUGH VI (cont'd.)

V.	<u>SCHEDULE B</u>			
1.	<u>ADDITION: C135 ELEMENTARY MATH RENEWAL – NTE 11.25 HOURS EACH</u>			
	Lori Knapp	Patrina Leo	Michele Walker	
2.	<u>MATH SOLUTIONS PREP SCHOOL WORKSHOP – GPS – NTE 6 HOURS EACH</u>			
	Peter Aloian	Derek Frommert	Amanda Molnar	Carrie Roeser
	Cory Savard	Justin Speidel	Susan Spencer	Carol Szalach
	David Zona			
3.	<u>ADDITION: ELEMENTARY MATH COACHES: MSP GRANT YEAR 3 PLANNING – NTE 15 HOURS EACH</u>			
	Janine Bellonte	Colleen Caprio	Carrie Cino	Sara Strangio
4.	<u>CODE HS TRAINING – NTE 30 HOURS</u>			
	Deanna Matsulavage			
VI.	<u>SUSPENSION (WITH PAY)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>		<u>EFFECTIVE DATE</u>
	Carrie Sottile	Teacher Social Studies NFHS		September 1, 2016 – Until further notice

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Personnel Report and Addendum Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Vilardo moved for approval of the following Personnel Report for Classified Staff, Items #I through #XIV and Addendum #I. Bishop Dobbs seconded the motion.

I. <u>ABOLISHMENTS</u>			
<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
4	Secretary I Central Office (3) NFHS (1)	\$41,070 Step 4 A1430.164.004; \$41,070 Step 4 A2020.164.007 (.46) F2510.164.007.2316 (.54); \$39,098 Step 3 A2250.164.007; \$42,370 Step 4 w/Longevity A2020.164.045	July 25, 2016
1	Driver 10 Months Student Services	\$15.96/hr. A1660.169.098	July 1, 2016
2	Spec. Ed Classroom Assoc. 6 Hrs. LPS (2)	\$14.73/hr. Step 3 w/Longevity A2252.173.050 \$14.68/hr. Step 3 w/Longevity A2252.173.050	September 1, 2016
1	Spec. Ed. Classroom Assoc. 5.5 Hrs. 79th Street	\$13.95/hr. Step 2 A2252.173.065	September 1, 2016
3	Asst. Child Care Assoc. 6 Hours 79 th Street NSS LPS	\$12.94/hr. Step 2 A2252.173.065 \$13.36/hr. Step 3 A2252.173.061 \$13.56/hr. Step 3 A2252.173.050	September 1, 2016
II. <u>CREATIONS</u>			
<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
5	School Office Support Clerk Central Office (3) NFHS CEC	\$27,028 Step 1 A1430.164.004; \$27,028 Step 1 A2250.164.007; \$27,028 Step 1 A2020.164.007; \$28,328 Step 1 w/Longevity A2020.164.045; \$27,028 Step 1 A2011.164.052	July 24, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Driver 12 Months Student Services	\$16.25/hr. A1660.169.098	June 30, 2016
2	Spec. Ed. Classroom Assoc. 5.5 Hrs. Cataract Hyde Park	\$14.73/hr. Step 3 w/Longevity A2252.173.057 \$14.68/hr. Step 3 w/Longevity A2252.173.058	August 31, 2016
3	Asst. Child Care Assoc. 6 Hours Cataract (2) Hyde Park	\$12.94/hr. Step 2 A2252.173.057 \$13.36/hr. Step 3 A2252.173.057 \$13.56/hr. Step 3 A2252.173.058	August 31, 2016

III. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mary Beth Manning	Classroom Associate 5.5 Hours GJ Mann	14 years 6 months	June 30, 2016

IV. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Leslie Ellis <u>R</u>	School Office Support Clerk Central Office \$32,305 Step 4 w/Longevity A1430.164.004	Secretary I TBD \$36,203 Step 1 w/Longevity A2020.164.098	July 25, 2016 (probationary period ends October 24, 2016)

V. PROMOTIONAL/PROVISIONAL APPOINTMENTS (Continued)

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Tina Panepinto <u>R</u>	Building Attendant Central Office \$23,258 Step 3 A1240.164.001	School Office Support Clerk Central Office \$27,028 Step 1 A1430.164.004	July 25, 2016 (probationary period ends October 24, 2016)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. END OF PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Sandra Cirrito	Secretary I Central Office	\$39,098 Step 3 A2250.164.007	July 22, 2016
Lynn Emmick	Secretary I Maple	\$37,125 Step 2 A2020.164.060	July 22, 2016
Debra Mort	Secretary I Kalfas	\$39,098 Step 3 A2020.164.059	July 22, 2016
Robin Rendina	Secretary I NFHS	\$42,370 Step 4 w/Longevity A2020.164.045	July 22, 2016
Diana Restaino	Secretary I Central Office	\$41,070 Step 4 A1430.164.004	July 22, 2016

VII. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Sandra Cirrito	School Office Support Clerk Central Office	\$27,028 Step 1 A2250.164.007	July 25, 2016
Lynn Emmick	School Office Support Clerk Central Office	\$27,028 Step 1 A2020.164.007	July 25, 2016
Debra Mort	School Office Support Clerk Community Education Center	\$27,028 Step 1 A2020.164.052	July 25, 2016
Robin Rendina	School Office Support Clerk NFHS	\$28,328 Step 1 w/Longevity A2020.164.045	July 25, 2016
Diana Restaino	School Office Support Clerk Central Office	\$27,028 Step 1 A2020.164.007	July 25, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	August 1, 2016 – August 31, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	August 1, 2016 – August 31, 2016
Shanika Jones	Cleaner 7 Hours Hyde Park (Tanya Adamson)	\$32,409 Step 2 w/Longevity A1623.167.058	August 1, 2016 – August 31, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	August 1, 2016 – August 31, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$31,109 Step 2 A1623.167.016	August 1, 2016 – August 31, 2016
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	August 1, 2016 – August 31, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$31,109 Step 2 A1623.167.016	August 1, 2016 – August 31, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	July 1, 2016 – July 31, 2016

IX. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Julia Destino	Secretary I Central Office (provisional)	Secretary I Central Office (probationary)	May 26, 2016 (probationary period ends November 25, 2016)

X. REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017

A. 1. CLASSROOM ASSOCIATES – PRE-K PROGRAM – ABATE – F2510.177.056.3117 – 5.5 HOURS

Cecelia Barron	Cathlene Dorsogna (Abate)	Kelly Ferguson	Paula Fruscione (Abate)
Monique Jackson (Abate)	Linda McDonnell	Crayana Page	Sandra Shaffer (Abate)

2. CLASSROOM ASSOCIATES – PRE-K PROGRAM – CATARACT – F2510.177.057.3117 – 5.5 HOURS

Mary Ann Campanella (CES)	Diana Marshall (CES)	Evelyn Rogers	Catherine Virtuoso (CES)
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PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017

3. CLASSROOM ASSOCIATES – PRE-K PROGRAM – HYDE PARK – F2510.177.058.3117 – 5.5 HOURS

Kim Dorato (Hyde Park) Lisa Edwards (Hyde Park) Jean Fortino (Hyde Park)

TBD (HP) (Replace D. Bradley)

4. CLASSROOM ASSOCIATES – PRE-K PROGRAM – KALFAS – F2510.177.059.3117 – 5.5 HOURS

Patricia Augustino (Kalfas) Camille Freeman (Kalfas) Joanne Genovese (Kalfas)

Carla O'Malley

Elizabeth York (Kalfas) TBD (Kalfas) (Replace B. Jeffs)

5. CLASSROOM ASSOCIATES – PRE-K PROGRAM – MANN – F2510.177.067.3117 – 5.5 HOURS

Marie Calvello (Mann) Annette Davis (Mann) Christine Edwards (Mann)

Maria Ganczewski

Robin Kayser

6. CLASSROOM ASSOCIATES – PRE-K PROGRAM – MAPLE – F2510.177.060.3117 – 5.5 HOURS

Deborah LaGamba (Maple) Patricia LeGault (Maple) Kathleen Sirianni (Maple)

Mary Tyran (Maple)

7. CLASSROOM ASSOCIATES – PRE-K PROGRAM – NIAGARA STREET – F2510.177.061.3117 – 5.5 HOURS

Shirley Fiocco (NSS) Lisa Flinchum (NSS) Angeline Freeman-Harrigan (NSS)

Donald Harris (NSS)

8. CLASSROOM ASSOCIATES – PRE-K PROGRAM – 79TH STREET – F2510.177.065.3117 – 5.5 HOURS

Denise Kramarz (79th) Angela Rubin (79th) Cathy White (79th)

TBD (Replace M. Manning)

B. CLASSROOM ASSOCIATES – LIBRARY – A2610.175 – 5.5 HOURS

Denise Bradley (79th) Mary Ellen Bradley (NSS) TBD (HP)

Shelia Lewis (Kalfas)

Gloria Panattoni (CES) TBD (Mann) Margaret Rowles (Abate)

Kathy Violanti (Maple)

C. 1. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171 – ELEMENTARY – 5.5 HRS

Michelle Bailey (CES) James Colquitt (Abate) Luciana D'Amico (Hyde Park)

Sharon Gazy (NSS)

Judy Kutis (79th Street) Donna Mariglio (NSS) Deborah Pucci (Mann)

Grace Stewart (Maple)

Tina Vigrass (Kalfas)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017 (Continued)

C. 2. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171 – PREP – 6.5 HRS

Tony Elrod (LPS)	Anne Marie Fowle (GPS)	Brenda Waters (LPS)
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3. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171.045 – HIGH SCHOOL – 7 HOURS

Vicky Drylewski (NFHS)	Mark Edwards (NFHS)	Margaret Sertick (NFHS)	Regina Walker (NFHS)
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D. CLASSROOM ASSOCIATES – SPECIAL EDUCATION – A2252.173 / F081.2250.173 - ELEM 5.5 HRS / PREP 6 HRS / HS 6.5 HRS

Suzanne Akers (NFHS)	Tina Bailor (79 th)	Alida Barreto (NFHS)	Darlane Frazier (LPS)
Christine Goodwin (Mann)	Janis Hamner (Cataract)	Brenda Huffman (GPS)	Garry Knight (NFHS)
Kathleen Mauro (NFHS)	William Mayes (NFHS)	Melissa Molly (Cataract)	Debora Russell (NFHS)
Eileen Schnettler (Abate)	Tammy Siuta (LPS)	Leona Williams (Abate)	

E. ASSISTANT CHILD CARE ASSOCIATES – A2252.173 / F071.2250.177 / A2336.177 / F092.2250.177 – 6 HOURS

Linda Barauskas (Maple)	Deidra Bettis (NFHS)	Stephanie Brown (NFHS)	Patricia Buchman (GPS)
Melanie Bunce (CES)	Vanessa Clay (NFHS)	Nancy Dell (NSS)	Laura Erias (79 th)
Joan Jacobs (NSS)	Susan Martin (NSS)	Janice Mistretta (NSS)	Lillie Morrisette (Abate)
Latrice Powell (NFHS)	Cheryl Pries (LPS)	Theresa Puccio (NFHS)	Tina Ryan (TBD)
Terri Sorg (Maple)	Patricia Williams (NFHS)		

F. HEALTH CLINIC ASSOCIATES – A2815.174 – ELEM 6 HOURS / PREP 6.5 HOURS / NFHS 7 HOURS

Michele Brocious (NFHS)	Michelle Cutler (NFHS)	Mary Ann Fennell (Abate)	Roberta Rubin (NSS)
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G. SENIOR SCHOOL MONITORS – ELEMENTARY A2101.177 & PREP – A2102.177 – 7 HOURS

Jacquelyn Alfearie (HP)	Marjorie Breed (CES)	Denise Claps (Mann)	Lynn Emmick (LPS – Currently working in other District position)
Pamela Fuller (Abate)	Linda Grant (NSS)	Barbara Gruarin (Kalfas)	Deborah Maj (Maple)
Lynda Palmer (79 th)	Joyce Wiepert (GPS)		

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. H.	<u>REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017 (Continued)</u>			
	<u>SCHOOL MONITOR LUNCH ELEMENTARY – 3 HOURS/DAY</u>			
	1. <u>CATARACT ELEMENTARY SCHOOL – C2080.176.057</u>			
	Kathleen Becker	Joan Donahue	MaryJane Dutton	
	2. <u>79TH STREET SCHOOL – C2080.176.065</u>			
	Annette Clute	Antoinette Frail		
	3. <u>ABATE ELEMENTARY – C2080.176.056</u>			
	Donna Perrier	Diane Trethewey	Dona Washington	Maggie Davis (TBD)
	4. <u>HYDE PARK – C2080.176.058</u>			
	Chantele Barber	Michael MacNeil	Kimberly Rubin	
	5. <u>KALFAS MAGNET – C2080.176.059</u>			
	Doris McClain	Andrea Woods		
	6. <u>MANN – C2080.176.067</u>			
	Mary Hannold			
	7. <u>MAPLE AVENUE SCHOOL – C2080.176.060</u>			
	Elizabeth Pruitt			
	8. <u>NIAGARA STREET – C2080.176.061</u>			
	Nadine Baugh	Renee Bogan	Kathleen Kachurek	Kristi Marcyan
I.	<u>SCHOOL MONITOR LUNCH SECONDARY – 3 HOURS/DAY</u>			
	1. <u>GASKILL PREPARATORY – C2080.176.049</u>			
	Concetta Merante	Sharon Thompson		
	2. <u>LASALLE PREPARATORY – C2080.176.050</u>			
	Tenille Benton	Robert Walton		
J.	<u>FAMILY SUPPORT ASSISTANTS – CEC – F2103.176.098.8417</u>			
	Judith Martin	Margaret Mozell		
K.	<u>TECHNOLOGY ASSOCIATES – VARIOUS LOCATIONS – A1680.177.098</u>			
	Amber Eagan	Shereta L. Flourney (On Leave)	Stefany Kurilovitch	Cheryl LaBelle
	Jean M. Robbins	James Silvaroli (On Leave)	Nathaniel Smith	

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI.	<u>LAYOFFS</u>			
	<u>NAME</u> Tina Bailor	<u>POSITION/LOCATION</u> Spec. Ed. Classroom Assoc. 5.5 Hrs 79 th Street	<u>YEARS OF SERVICES</u> 5 years	<u>EFFECTIVE DATE</u> September 1, 2016
XII.	<u>TRANSFERS</u>			
	<u>NAME</u> Paul Jaroszewski	<u>FROM</u> Driver 10 Months Student Services A1660.169.098	<u>TO</u> Driver 12 Months Student Services A1660.169.098	<u>EFFECTIVE DATE</u> July 1, 2016
XIII.	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u> Nancy Dell	<u>FROM</u> Asst. Child Care Assoc. 6 Hours NSS A2252.173.045	<u>TO</u> Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	<u>EFFECTIVE DATE</u> September 1, 2016
	Julia Destino	Secretary I Central Office A2020.164.007 (.46) F2510.164.007.2316 (.54)	Secretary I CEC A2011.164.052	July 25, 2016 (probationary period ends November 25, 2016)
	Maggie Davis	School Monitor Lunch 3 Hours Abate C2080.176.056	School Monitor Lunch 3 Hours TBD C2080.176.0XX	September 1, 2016
	Laura Erias	Asst. Child Care Assoc. 6 Hours 79 th Street A2252.173.065	Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	September 1, 2016
	Darlane Frazier	Special Ed. Associate 6 Hours LPS A2252.173.050	Special Ed. Associate 6 Hours TBD A2252.173.0XX	September 1, 2016
	Cheryl Pries	Asst. Child Care Assoc. 6 Hours LPS A2252.173.050	Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	September 1, 2016
	Tina Ryan	Asst. Child Care Assoc. 6 Hours NFHS A2252.173.045	Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	September 1, 2016
	Tammy Siuta	Special Ed. Associate 6 Hours LPS A2252.173.050	Special Ed. Associate 6 Hours TBD A2252.173.0XX	September 1, 2016
XIV.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u> Lynn Emmick	<u>POSITION/LOCATION</u> Senior School Monitor Lunch 7 Hrs. LPS	<u>TYPE OF LEAVE</u> Other (to take other District position)	<u>EFFECTIVE DATES</u> September 1, 2016 – June 30, 2017
	Donald Harris	Classroom Assoc. 5.5 Hours NSS	Medical (without pay)	Revised Dates: September 2, 2015 – June 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

ADDENDUM, #I

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mark Perry	Senior Groundskeeper Maintenance	36 years 4 months	July 29, 2016

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Personnel Report and Addendum Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION (con't.)

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on June 15, 17, 20, 2016 for the annual review of special education students and on , June 1, 2, 6, 8, 9, 13, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, and July 1 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the attached [\(BoardDocs, see "Meetings", 2016, 07/07/2016, 4, 4.08\)](#) recommendations made by the Committee on Special Education.

The vote on the motion was unanimous.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on June 23, 2016 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations [\(BoardDocs, see "Meetings", 2016, 07/07/16, 4, 4.09\)](#) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016 – 2017 school years.

The vote on the motion was unanimous.

SHORT-TERM CONTRACTS

The following Short-Term Contract was received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	HMHCO Math Solutions One Harbor Drive, Suite 101 Sausalito, CA 94965	Workshop	July 13, 2016	Richard Carella	Maria Massaro 6/28/16 Mark Laurie 6/28/16

UNFINISHED BUSINESS

NONE

NEW BUSINESS

6.01 APPROVAL OF SCHOOL LUNCH BUDGET 2016-17

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The School Lunch Fund is subject to all provisions of the Uniform System of Accounts as established by the New York State Department of Audit and Control; and

WHEREAS, The recommended 2016-17 School Lunch and Breakfast Budget has been developed according to the revenue and expenditure accounts specifically established for a School Lunch and Breakfast Fund; therefore be it

RESOLVED, That the Board of Education approve the 2016-17 School Lunch Budget in the amount of \$4,191,660.

The vote on the motion was unanimous.

6.02 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2017/18

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The adoption of the Superintendent's recommended General Fund Budget is one of the most important annual activities of the Board of Education; and

WHEREAS, Board adoption of the General Fund Budget is the final step in a series of preceding steps and activities that must be accomplished according to a schedule; and

WHEREAS, The development of a general fund budget is dependent upon a clear understanding of responsibilities that are both Board and staff related; therefore be it

RESOLVED, That the Board of Education adopt the attached Calendar of Board Activities for the preparation of the General Fund Budget.

Niagara Falls Board of Education 2017 – 2018 Key Budget Dates

- Board Review of Budget – **January – June**
- Superintendent's Budget Recommendation to Board –
March 23rd
- Board to Adopt Budget and Contingent Budget –
April 6th (Special Meeting may be needed)

6.02 APPROVAL OF CALENDAR OF BOARD ACTIVITIES FOR THE PREPARATION OF THE GENERAL FUND BUDGET—2017/18 (cont'd.)

Niagara Falls Board of Education 2017 – 2018 Key Budget Dates

(cont'd.)

- Present Property Tax Report Card – **April 6th** (Special Meeting may be needed)
- Submit Property Tax Report Card to SED – **April 7th**
- Budget Available – **April 26th**
- Public Hearing – **May 4th**
- Mail Budget Notice – **May 5th**
- Budget Vote – **May 16th**
- Finalize Revenue Estimates, Set Tax Levy and Tax Rate – **June 26th**

The vote on the motion was unanimous.

6.03 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2016/17

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2016/17 tax levy and are therefore in compliance with §1302 of the Real Property Tax Law; and

WHEREAS, The delivery of the assessment rolls, Board adoption of the General Fund Budget on March 17, 2016 and official adoption of budget on May 18, 2016 following voter approval on May 17, 2016, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

WHEREAS, The full value tax rate has been determined to be \$19.4249M; and

WHEREAS, All calculations used to determine the total tax levy per ward have been completed; therefore be it

RESOLVED, That the Board establish a final tax rate of \$19.42494474M; and

RESOLVED, That the tax rolls for the fifteen (15) wards of the City of Niagara Falls, New York, for the school taxes for the fiscal year beginning July 1, 2016, be and ending June 30, 2017, as completed, be and the same hereby are confirmed and approved by the Board of Education of the School District of the City of Niagara Falls New York, as follows:

<u>Ward</u>	<u>City Assessment Roll</u>	<u>Full Value Tax Rate</u>	<u>Real Property Tax Levy</u>
1-15	\$1,329,681,466	\$19.42494474M	\$25,828,989

6.03 APPROVAL OF RESOLUTION TO CONFIRM TAX ROLLS, AUTHORIZE TAX LEVY, AND ISSUANCE OF TAX WARRANT—2016/17 (cont'd.)

RESOLVED, That the School District Tax Collector of said School District of the City of Niagara Falls, New York, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2016, and ending June 30, 2017, as extended and completed; and

RESOLVED, That the School District Tax Collector be issued the warrant (see Attachment #1) for the collection of school taxes and is directed to adhere to all provisions as noted in the warrant.

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York
WARRANT**

State of New York)
County of Niagara)
City of Niagara Falls)

To Mr. Joseph Giarrizzo, SCHOOL TAX COLLECTOR of the City School District of the City of Niagara Falls, New York.


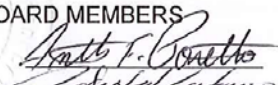
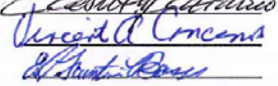

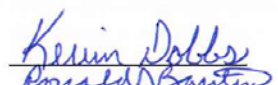
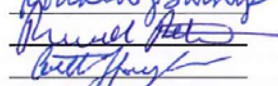

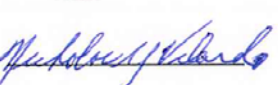
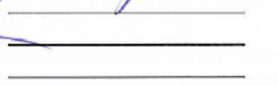

YOU ARE HEREBY REQUIRED AND COMMANDED TO commence to collect on August 1, 2016, and continue to collect through January, 2017, from the several persons named in the Assessment Roll, to which this warrant is attached, the several mentioned in the last column thereof, and set opposite to the names of such persons respectively, together with your fees thereon.

And for that purpose you are required, immediately after receiving this warrant, to cause notices of the reception thereof to be given as required by law.

You are further required and commanded, out of the money so collected by you, to pay over to the Board of Education of the City School District of the City of Niagara Falls, New York, the sum of \$25,828,989 or such part thereof as has been received by you.

IN WITNESS WHEREOF, the Board of Education of the City School District of the City of Niagara Falls, New York, at a meeting held on the 7th day of July 2016, has caused this

WARRANT to be signed by the members of the Board of Education present and by the Clerk of said Board, and the seal of the Board of Education of the City School District of the City of Niagara Falls, New York, to be affixed thereto.

 BOARD MEMBERS









Clerk

The vote on the motion was unanimous.

6.04 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2016 - 2017

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The use of school facilities is under the control and supervision of the Board of Education, and the Board has adopted policies and approved regulations and procedures concerning the use of school facilities which conform with the provisions set forth in §414 of the Education Law; and

WHEREAS, Schools of the community have been built with public funds and are supported by the citizens of the community, and the Board wishes to make these facilities available to community organizations when such use is not inconsistent with the New York State Education Law or violation of Board Policy; and

WHEREAS, a Committee of the Board and the Administrator for School Business Services has computed the fee schedule for community use of facilities for the 2016-2017 school year; and

WHEREAS, a Committee of the Board and the Administrator for School Business will be meeting to set new rates for the 2016-2017 year that includes fees for the use of new facilities constructed in 2013-2014; therefore be it

RESOLVED, That the Board of Education continue using the fee schedule approved for the 2016-2017 fiscal year (see attached) until such time that the new rate schedules are completed and approved by the Board for use in 2016- 2017.

COMMUNITY USE OF SCHOOL FACILITIES

July 8, 2016 – June 30, 2017 – For Newly Scheduled Facilities Use

School	Employee	Monday/Friday	Overtime Rates Monday/Saturday 1.5	Overtime Rates Sunday 2
School Hours				
7:00 a.m. to 10:00 p.m.(NFHS, GPS, LPS)				
NFHS (Saturday only)	Custodian	O.T. after 2:00 p.m.	56.00	66.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	56.00	66.00
NFHS (Saturday only)	Porter	O.T. after 3:00 p.m.	56.00	66.00
GPS	Custodian	O.T. after 3:00 p.m.	53.00	71.00
GPS	Porter	O.T. after 10:00 p.m.	45.00	59.00
LPS	Custodian	O.T. after 3:00 p.m.	53.00	71.00
LPS	Porter	O.T. after 10:00 p.m.	45.00	59.00
GPS	Cleaner	O.T. after 10:00 p.m.	36.50	48.00
LPS	Cleaner	O.T. after 10:00 p.m.	36.50	48.00

6.04 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2016 – 2017 (cont'd.)

COMMUNITY USE OF SCHOOL FACILITIES July 8, 2016 – June 30, 2017 – For Newly Scheduled Facilities Use (cont'd.)

School Hours				
7:00 a.m. to 10:00 p.m. H. F. Abate Cataract C.E.C. Hyde Park Kalfas Mann Maple Niagara St. 79th St.				
	Custodian	O.T. after 3:00 p.m.	53.00	71.00
	Porter	O.T. after 10:00 p.m.	45.00	59.00
	Cleaner	O.T. after 10:00 p.m.	36.50	48.00

Audio Visual as required:		66.00	86.00
Facility Attendant as required	39.26		
Safety Officer		22.50	28.50

2016-2017 CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS July 8, 2016 - June 30, 2017

1.) Facility Use - Base Fee Per Day:			Resident Rate		Non-Resident Rate
Performing Arts Center(PAC)			\$ 250.00		\$ 250.00
Pool (High School)			\$ 75.00		\$ 150.00
Pool (All other schools)			\$ 25.00		\$ 50.00
Field House/Concession Stand					
Facility Fee			\$ 250.00		\$ 250.00
NFHS Stadium, Baseball Fields					
Facility Fee			\$ 50.00		\$ 100.00
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00
Nicoletti Field (football)					
Facility Fee			\$ 100.00		\$ 200.00
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00
Add: Field Lights (if chosen)			Rate determined by # of events per billing cycle. Check with district personnel		
Nicoletti Field (softball diamonds)					
Facility Fee			\$ 50.00		\$ 100.00
Add: Field Prep (if chosen)			\$ 75.00		\$ 150.00
Add: Field Lights (if chosen)			Rate determined by # of events per billing cycle. Check with district personnel		
All other sports fields					
Field Prep			\$ 75.00		\$ 150.00

6.04 APPROVAL OF FEE SCHEDULE FOR THE COMMUNITY USE OF SCHOOL FACILITIES – 2016 – 2017 (cont'd.)

2016-2017 CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS July 8, 2016 - June 30, 2017 (cont'd.)

2.) ADD to Facility Use Base Fee									
	Fee for Number Attending:								
	1 - 150			\$	100.00		\$	200.00	
	151 - 250			\$	175.00		\$	350.00	
	251 - 375			\$	225.00		\$	450.00	
	376 - 500			\$	250.00		\$	500.00	
	501 - 1,000			\$	300.00		\$	600.00	
	1,000 +			\$	500.00		\$	1,000.00	
3.) ADD Labor Fees for All Personnel Overtime Needed per attached Schedule #2 (this includes Custodians, Security Officers, HVAC checks Etc.)									
EXAMPLES: Use of PAC for Dance Recital - one (1) day rehearsal + weekend (Saturday + Sunday) for Recital (325 attending Saturday and 503 on Sunday) =									
	Rehearsal			\$	250.00				
	Saturday Recital			\$	475.00		\$250 base fee + (\$225.00 for 325 attendance)		
	Sunday Recital			\$	550.00		\$250 base fee + (\$300.00 for 325 attendance)		
	Total Use Fees- Before Labor Costs			\$	1,275.00				
	Add: Labor Costs for personnel used				-				
	TOTAL Costs for Your Event				\$\$\$				
Appeals Process: Any group or individual, who wishes to appeal the Base Fees, Labor Charges, or other charges, must submit in writing a request, with rationale, at least thirty (30) calendar days prior to the activity or event to the Superintendent of Schools.									

The vote on the motion was unanimous.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM

Mr. Jocoy moved for approval of the following resolution. Mr. Vilardo seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls participates in programs that provide services to Medicaid eligible individuals and receives Medicaid reimbursement for such programs; and

WHEREAS, The New York State Office of the Medicaid Inspector General requires Medicaid providers to implement compliance programs aimed at detecting fraud, waste, and abuse in the Medicaid program; and

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

WHEREAS, The District is committed to compliance with all applicable laws and regulations related to Medicaid billing and reimbursement; and

WHEREAS, The District has developed a Medicaid Compliance Program aimed to prevent inaccurate billing or inappropriate practices in accordance with New York Social Services Law Section 363-d; therefore be it

RESOLVED, That the City School District of the City of Niagara Falls' Medicaid Compliance Program, a copy of which is attached hereto, is hereby approved; and

RESOLVED, That Maria Massaro, Administrator for Human Resources, is designated as the District's Medicaid Compliance Officer in accordance with the Program; and

RESOLVED, That the Board of Education hereby waives the thirty (30) day requirement for tabling of policies and approves and adopts the Medicaid Code of Ethics Policy and the Policy of Non-Intimidation and Non-Retaliation for Good Faith Participation in Medicaid Compliance Program as part of the Medicaid Compliance Program adopted herein; and be it further

RESOLVED, That the Superintendent and the District's Medicaid Compliance Officer are hereby directed to take steps to implement the District's Medicaid Compliance Program.

**CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS
MEDICAID COMPLIANCE PROGRAM**

Chapter 442 of the Laws of 2006 established the New York State Office of the Medicaid Inspector General (OMIG) and created Social Services Law Section 363-d which requires that Medicaid providers develop, adopt and implement effective compliance programs aimed at detecting fraud, waste and abuse in the Medicaid program. The law further authorized the Medicaid Inspector General to promulgate regulations establishing those providers subject to the compliance program requirement. Under regulations which became effective July 1, 2009, the Medicaid Inspector General determined that the mandatory compliance law applies to providers of care, services and supplies for which the Medicaid program "constitutes a substantial portion of the their business operations" which is defined as ordering, providing, billing or claiming \$500,000.00 or more from Medicaid in a 12-month period. (18 NYCRR 521.2 (b)).

The Board of Education of the City School District of the City of Niagara Falls is a provider required by law to develop a Medicaid Compliance program designed to assist in the detection and prevention of Medicaid fraud, waste and abuse in connection with the District's participation in the New York State Medicaid program and receipt of Medicaid reimbursement for certain health services and related services provided to students in the School District who are eligible to receive Medicaid support. The School District Therefore promulgates:

- I. A Code of Ethics describing compliance expectations and providing guidance on dealing with potential compliance issues and the reporting investigation and resolution of potential compliance problems;

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

- II. The designation/appointment of a Compliance Officer vested with responsibility for the operation of the compliance program;
- III. Training and education of all affected employees and persons on compliance issues expectations and the compliance program operations;
- IV. A communication process for reporting compliance issues which includes a method for anonymous and good faith reporting of such issues;
- V. Disciplinary policies/procedures which encourage good faith participation in the compliance program and outline expectations for reporting compliance issues and sanctions for non-compliant behavior;
- VI. A system for routine identification of compliance risk areas, self evaluation and audits of risk areas and evaluation of potential for non-compliance;
- VII. A system for responding to compliance issues and reducing the potential for recurrence;
- VIII. A policy of non-intimidation and non-retaliation for good faith participation in compliance program.

I. CODE OF ETHICS

The City School District of the City of Niagara Falls aspires to the highest ethical standards of conduct and commits its best efforts to comply with all applicable laws and regulations that govern its operations. The Board of Education recognizes that there are rules of ethical conduct for public officers and employees which must be observed if the higher degree of moral conduct is to be obtained and if public confidence is to be maintained in this unit of local government. In this regard, the School District has developed this Code of Ethics as well as compliance policies to guide all employees in the administration of the Medicaid Compliance Program.

Purpose

It is the purpose of this Code of Ethics to promulgate rules of ethical conduct for the officers and employees of this School District regarding responsibilities to provide our students with related services and school health services that are consistent with their individualized education programs and school health plans and to provide services to students in ways that are consistent with applicable laws and ethical responsibilities. The rules of ethical conduct herein set forth shall not conflict with, but shall be in addition to, any prohibition or standard set forth in Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal or school district officers and employees.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Standards of Ethics

All employees and independent contractors are responsible for being familiar with and abiding by this Code of Ethics and other policies, procedures and protocols governing their conduct within the School District. The standards of ethics set forth herein are not all inclusive and are not meant to conflict with the School District's Code of Conduct and other policies applicable to students, staff, contractors or others doing work with and for the School District. The failure to follow the standards of ethics set forth herein may result in disciplinary action, up to and including termination of employment and independent contractors may be subject to termination of their contracts.

Professional Ethics

Employees are responsible for knowing and following all legal requirements relevant to performance of their job duties.

Employees and professionals providing services to students shall not disclose confidential information as required by law.

Appropriate informed consent will be obtained from parents and/or eligible students as required by law.

Claims Submission and Payment

Billing and collection activities shall be performed in accordance with applicable state and federal laws.

Services provided by the School District and its employees and contractors shall be adequately documented in accordance with applicable laws.

Claims for payment to a government program or private payer shall be submitted only for services which were actually performed and only where there is adequate and proper documentation that the service was performed in accordance with a student's individualized education program (IEP) or other school health plan. Claims shall be submitted for payment only if the services provided were mandated in such IEP or other plan and where appropriate, ordered by a physician or other licensed provider. Employees, independent contractors and professionals are responsible for being familiar with the applicable documentation for the services they provided or for which they are responsible for submitting claims.

No employee or independent contractor shall submit, or cause to be submitted false information with respect to services or billing to a government agency, a parent of a student or eligible student, a third party payer, a vendor or to the School District. This includes presenting claims for an item or service the employee knows or should know was not provided, was fraudulent, was not mandated by the IEP or health service plan, or was rendered by a provider the employee knows is not authorized to provide the service.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Employees or independent contractors shall not steal, embezzle or otherwise convert to the benefit of another person or intentionally misapply any funds, money, premiums, credits or other assets of any health care benefit program, including Medicaid or private payer.

Employees or independent contractors shall not encourage, direct, or facilitate either actively or passively non-compliant behavior concerning Medicaid billings, payments, medical necessity of services, quality of services, governance, mandatory reporting credentialing, and other risk areas identified.

Reporting Compliance Matters

All employees, and independent contractors and agent of the School District have an obligation to assist the School District in promoting and assuring compliance with applicable laws, and to assist and cooperate with the School District in any compliance investigation.

Employees, independent contractors and agents of the School District have a duty to report any suspected wrongdoing or violation of applicable laws or School District policies or procedures. Employees should be familiar with and follow the School District's policy for reporting compliance concerns, which addresses how reports are made and procedures for responding to reports.

Employees, independent contractors and agents of the School District may make reports of any suspected problems concerning Medicaid billings, payments, medical necessity of services, quality of services, governance, mandatory reporting, credentialing and other risk areas identified directly to the Compliance Officer, the Chairperson of the Committee on Special Education, the employee's supervisor or the director of the employee's department. Reports may be made anonymously, but employees are encouraged to identify themselves to aid in the investigative process. Reports may also be made confidentially to the State Compliance Officer by U.S mail, courier service, email or facsimile transmission.

Audits/Reviews/Investigations

Periodic audits and reviews of billing practices will be conducted to assure that accurate and appropriate bills are submitted to Medicaid, other federal health programs, and private payers. Employees, independent contractors and agents are responsible for cooperating with and participating in these reviews, as requested.

Any employee who receives a subpoena, inquiry or other legal document regarding matters covered by this policy from any government agency will immediately notify his or her supervisor who will immediately notify the Compliance Officer and the Clerk of the City School District of the City of Niagara Falls. The Compliance Officer will be responsible for coordinating the District's response to a government audit review inquiry or investigation.

Records

All necessary records maintained regarding matters covered by this policy shall comply with applicable legal requirements.

No employee, independent contractor or agent of the School District shall create a false record or falsify any information in a record regarding matters covered by this policy.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

All records regarding matters covered by this policy shall be retained as required by law and the School District's Record retention policy. No records shall be destroyed unless authorized by the Chairperson for the Committee on Special Education after review with and approval is obtained from the Compliance Officer.

Distribution of the Code of Ethics

The Superintendent shall cause a copy of this Code of Ethics to be distributed to every office, administrator, affected employee, independent contractor and professional. Anyone subsequently elected, appointed or employed shall be furnished a copy before entering upon the duties of his/her office or employment.

Penalties

Any question pertaining to this Code of Ethics should be referred to the Compliance officer, the Chairperson of the Committee on Special Education, the director of the appropriate department, or a member of the administration.

In addition to any penalty provided by law or contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this Code of Ethics may be fined, suspended, or removed from office or employment in the manner provided by law.

II. APPOINTMENT OF A COMPLIANCE OFFICER

The Superintendent of Schools shall appoint a Compliance Officer responsible for implementing the School District's Medicaid Compliance Program and monitoring, evaluating and revising the program as necessary to conform to changes in the regulatory environment. The Superintendent's appointment is subject to the approval of the Board of Education.

The Compliance Officer has the responsibility to:

- Periodically review and update the School District's Code of Ethics, compliance standards and policies to respond to changes in School District procedures and the laws policies and procedures of governmental agencies applicable to Medicaid billing

- Develop, coordinate, oversee and participate in education and training programs to inform School District employees and independent contractors of applicable state and federal laws and to promote compliance with such laws.

- Assist with audits or investigations of suspected wrongdoing and coordinating the School District response to any external investigation or voluntary disclosure to an applicable regulatory agency.

- Develop mechanisms to detect potential compliance violations and promote adherence to the compliance program. Coordinate and conduct internal investigations or compliance reviews related to compliance issues including any resulting corrective action and recommending employee discipline related to compliance issues.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Review documents and other information relevant to compliance issues including without limitation, education records, billing records and the School District's arrangements with other parties such as employees, independent contractors, suppliers, agents and payers.

Report directly to the Superintendent of Schools and perform other activities as assigned by the Superintendent or Board of Education.

Provide periodic and annual reports to the Board of Education on the activities of the Compliance program. Reports will be made to the Board of Education by the Superintendent and the Compliance Officer as soon as practicable in the event of an investigation into an alleged violation of the Program.

III. TRAINING AND EDUCATION ON COMPLIANCE ISSUES

Training and education on compliance issues is a condition of employment or contractual relationship with the City School District of the City of Niagara Falls. No employee or independent contractor shall perform functions which require adherence to compliance standards without receiving the required training. Any exceptions to this policy must be in writing and approved by the Administrator for Human Resources upon consultation with the Compliance Officer.

Training and education may take place through internal training programs provided by the District or through attendance at external training seminars with the approval of the Compliance Officer.

Internal training programs may take place using publications, lectures, videos, videos and other interactive activities designed to effectively communicate information to employees and others. Training and education program materials should be designed to be understandable by all levels of employees who receive the materials. The program should include a component to verify that persons receiving the training and education understand the materials provided.

Written materials provided at any training program shall be retained and attached to a verified attendance list. A copy of the attendance list and training program materials shall be provided to the Compliance Officer.

Training materials shall be reviewed and updated at least annually by the Chairperson for the Committee on Special Education and the Compliance Officer.

IV. PROCEDURES FOR REPORTING COMPLIANCE CONCERNS

Duty

All employees and independent contractors for the City School District of the City of Niagara Falls have a duty to report any suspected wrongdoing or violation of applicable laws, regulations or the School District's compliance standards or policies. Employees who fail to fulfill this duty may be subject to disciplinary action and independent contractors may be subject to termination of their contracts.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Methods of reporting

Suspected misconduct or violations of compliance standards and policies may be reported in any of the following ways:

Directly contacting the Compliance Officer.

Contacting the employee's supervisor or the director of the employee's department. Supervisors and directors who receive such reports shall forward them immediately to the Compliance Officer.

Submitting a written report using a compliance report form which may be obtained from the Compliance Officer.

Submitting a report to the State Compliance Officer by U.S. mail courier service, e-mail or facsimile transmission. Reports are to be submitted to Rose Firestein or her successor, State Compliance Officer, New York State Department of Health, Officer of General Counsel, 90 Church Street, 4th Floor, New York, New York 10007, Telephone: (212) 417-4393, Facsimile: (212) 417-4392 E-mail: ref01@health.state.ny.us. Oral Disclosure to the State Compliance Officer will not generate review and follow-up by the State Compliance Officer.

The report must contain specific information regarding the suspected misconduct, including how and when the conduct occurred or is occurring, the persons involved in the conduct and the specific nature of the conduct.

Anonymous reporting

Employees may report suspected violations anonymously. The School District encourages persons making anonymous reports to maintain contact with the Compliance Officer so that the Compliance Officer may obtain any additional information needed to properly investigate the report.

Confidentiality of reports

The School District shall treat reports of suspected misconduct as confidential insofar as legal and practicable, subject to the obligation to investigate, report and correct any violations or misconduct. The School District shall also take reasonable steps to maintain the confidentiality of the identity of the person making the report. The School District does not guarantee complete confidentiality of the person(s) who make reports due to obligations to investigate and correct misconduct and its obligations to report certain misconduct to state and federal authorities.

No retaliation/false reports

The School District prohibits any form of retaliation against any employee or other person for filing a report in good faith pursuant to this policy. Persons who engage in such retaliation shall be subject to discipline. If it is determined that a report is not bona fide or that a person has knowingly and willfully provided false information, disciplinary action may be taken against the individual who knowingly or willfully distorted, exaggerated, minimized or otherwise fabricated, filed the false report or gave the false information.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

Discipline of a reporting employee

An employee who files a report of misconduct concerning personal wrongdoing is not guaranteed protection from disciplinary action. The weight given to self-reporting will depend upon whether the employee's involvement was not previously known to the School District or its discovery was not imminent.

V. DISCIPLINARY POLICIES/PROCEDURES WHICH ENCOURAGE GOOD FAITH PARTICIPATION IN THE COMPLIANCE PROGRAM

Employees who fail to report suspected problems, participate in noncompliant behavior, or encourage, direct or permit noncompliant behavior will be subject to sanctions ranging from a written warning, up to suspension or immediate termination or initiation of procedures leading to termination. In appropriate cases, referrals will be made to law enforcement agencies.

Any disciplinary action will be taken in accordance with applicable legal requirements and applicable provisions of any collective bargaining agreement or employment agreements to which the School District is a party.

VI. IDENTIFICATION OF COMPLIANCE RISK AREAS

The School District will take reasonable steps to achieve compliance with applicable laws and with compliance standards by utilizing, monitoring and auditing systems reasonably designed to detect criminal or other improper conduct by its employees and other agents.

The School District will conduct regular audits and/or reviews of its operations to assure that it is complying with its own compliance standards and with applicable laws and regulations regarding matters covered by this policy.

A written report of the results of the audits and/or reviews together with recommendations for corrective action or modification of compliance standards or policies will be submitted to the Superintendent of Schools and the Board of Education on a regular basis and no less frequently than annually.

VII. RESPONDING TO COMPLIANCE ISSUES AND REDUCING THE POTENTIAL FOR RECURRENCE

Should an offense or violation of the School District's compliance standards or policies be detected, the School District will take steps to respond appropriately to the offense or violation and to prevent further similar offenses or violations which may include any necessary modifications to the Medicaid Compliance Program to prevent and detect violations of the law or the compliance standards or policies.

The School District shall take all reports of misconduct or wrongdoing seriously. Any such report shall be forwarded to the Compliance Officer who shall assure that the appropriate investigation, review and follow up will be undertaken.

6.05 APPROVAL OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS MEDICAID COMPLIANCE PROGRAM INCLUDING APPROVAL OF THE APPOINTMENT OF MEDICAID COMPLIANCE OFFICER, MEDICAID CODE OF ETHICS POLICY AND POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN MEDICAID COMPLIANCE PROGRAM (cont'd.)

VIII. POLICY OF NON-INTIMIDATION AND NON-RETALIATION FOR GOOD FAITH PARTICIPATION IN THE MEDICAID COMPLIANCE PROGRAM

The City School District of the City of Niagara Falls prohibits any retaliatory behavior directed against a person or persons who report a non-compliance issue or suspicion of non-compliance or wrongdoing, in good faith, as well as against any witness who testifies in a non-compliance investigation. Persons who engage in such retaliation shall be subject to discipline.

Employees may report suspected violations anonymously. The School District encourages employees to identify themselves in order to aid in the investigative process. Such individuals are also encouraged to maintain contact with the Compliance Officer so that the Compliance Officer may obtain any additional information needed to properly investigate the report. Persons making anonymous reports will be assured that retaliation for making such report is prohibited and that an individual who subjects an employee to such retaliation or intimidation will be subject to discipline under this policy.

An employee making a report under this policy may only be subject to disciplinary action if it is determined that a report was not made in good faith or that a person has knowingly and willfully provided false information, or knowingly or willfully distorted, exaggerated, minimized or otherwise fabricated filed the false report or gave the false information.

The vote on the motion was unanimous.

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2016-2017 SCHOOL YEAR

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, Public Law 94-142 and New York State Commissioner's Regulations 200.5 requires that if a parent requests a review of their child's placement in a special education program, the Board of Education must have available a current list of people who will serve as Impartial Hearing Officers; and

WHEREAS, The State Education Department provides the City School District of the City of Niagara Falls with a list of approved Impartial Hearing Officers; therefore, be it

RESOLVED, That individuals appearing on the provided list be appointed Impartial Hearing Officers for Disabled Children for the period of July 1, 2016 through June 30, 2017; and be it further

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2016-2017 SCHOOL YEAR (cont'd.)

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2016-2017 school year, are also to be considered approved upon receipt by the District Clerk.

PROCEDURES FOR AN IMPARTIAL HEARING

You may submit a written request for an impartial hearing if, at any time:

1. The Committee on Special Education (CSE) fails to conduct an initial evaluation and make a recommendation within 60 school days from the date of your consent.
2. You disagree with the CSE recommendation when you receive notice.
3. You disagree with action taken by the Board of Education that approves, modifies or rejects the CSE recommendation.
4. The recommendations of the CSE are not implemented within 60 school days of receipt of the CSE recommendation by the Board of Education.
5. The CSE fails to complete a review of your child at least once a year or fails to complete a current evaluation of your child once every three years.
6. You do not agree with the school district regarding the provision of an appropriate special education program for your child.

To request an impartial hearing, send a letter to your Board of Education regarding your challenge:

1. The Board will appoint an impartial hearing officer. This individual cannot be an officer, employee or agent of the school district or of the BOCES of which the school district is a component. The hearing officer will preside at the hearing and can administer oaths, and issue subpoenas.
2. You and the Board of Education may be represented by attorneys or assisted by individuals who have special knowledge or training on problems of children with handicapping conditions. You and the Board of Education may bring any other people of your choice to the hearing.
3. At any time in the hearing, if they are needed, interpreters of the deaf and/or language translators must be available. The district must pay for this service.
4. The hearing will be closed to the public, unless you request an open hearing. You have the right to decide if your child should attend the hearing.
5. You, your representative, and the representative of the school district can present evidence and question all the witnesses at the hearing. You and the school district have the right to prohibit the introduction of new evidence when its substance was not shared with the other party at least five days before the hearing.
6. The hearing officer may appoint a guardian ad litem to protect the interest of the child and the hearing officer must also ensure that the parents' rights are preserved.
7. A written or electronic, word-for-word record of the hearing must be kept and made available to you and the school district.

6.06 APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2016-2017 SCHOOL YEAR (cont'd.)

8. After both you and the school district have presented your cases and the hearing has ended, the hearing officer must write a decision. A copy of the decision must be mailed to you and the Board of Education within 45 calendar days of the date that the Board of Education received your initial request for a hearing.

The hearing officer's decision will be based only on what occurred at the hearing and will explain the reasons and the basis for the decision. The decision will also inform you and the Board of Education of the right to appeal the decision.

If either you or the Board of Education is dissatisfied with the decision of the impartial hearing officer, you have the right to appear to a State Review Officer of the State Education Department. If you decide to do this, it is not necessary to hire a lawyer. However, in order to bring an appeal to a Review Officer, you must carefully follow certain procedures. Please write for a copy of these procedures to:

New York State Education Department
Office of the Professions
Education Building
Albany, New York 12234

The written decision of the State Review Officer will be mailed to you and to the Board of Education. The decision is final. However, either party may seek judicial review by following Article 78 Civil Practice Law and Rules or USC Section 1415.

Please feel free to contact the District Representative of the Committee on Special Education if you have any questions or concerns.

The vote on the motion was unanimous.

6.07 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2016-2017 SCHOOL YEAR

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, Public Law 94-142, Section 121a, 514, and New York State Commissioner's Regulations, Section 200.5 requires that each Board of Education maintain a list of parents willing to serve as Surrogate Parent(s) when a natural parent or guardian is unknown or unavailable to appear on behalf of a child; and

WHEREAS, These laws also mandate that the Surrogate parents shall not be officers, employees or agents of the local school district, and shall, to the maximum extent possible:

1. have no other interest that would conflict with their primary allegiance to the child they represent;
2. be committed to acquaint themselves personally and thoroughly with the child and the child's educational needs;

6.07 APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2016-2017 SCHOOL YEAR (cont'd.)

3. be of the same racial, cultural and linguistic background as the child they seek to represent; and
4. be generally familiar with the educational options available to disabled children; therefore be it

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled Children for the period of July 1, 2016 through June 30, 2017 the following:

Palmer, Tina

1713 – 15th St. Niagara Falls, NY 14305

The vote on the motion was unanimous.

6.08 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2016-2017 SCHOOL YEAR

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, Public Law 94-142 and New York State Regulations 200.3 require that the Board of Education appoint the Committee on Preschool Special Education; and

WHEREAS, The regulations require the inclusion of five (5) members to be appointed to each Committee on Preschool Special Education as follows: a teacher of special education or an administrator; a professional who participated in the evaluation of the child; the parent of a preschool or elementary disabled child; a certified or licensed professional designated by the agency charged with the responsibility of the child in a birth to two system, if any; and a certified or licensed professional appointed by the county at its discretion; therefore be it

RESOLVED, That the following people be appointed to the Committee on Preschool Special Education for the period of July 1, 2016 through June 30, 2017.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Contento, Catherine	Chairperson/Speech Teacher
To be determined for each case	Member of Evaluation Team
Palmer, Tina	Parent
Chester, Lisa	A certified or licensed professional designated by the agency charged with the responsibility of the child in the birth to two system
Tilton, Gail	A certified or licensed professional appointed by the county at its discretion

6.08 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2016-2017 SCHOOL YEAR (cont'd.)

ALTERNATE MEMBERS

Michael F Lewis	District Representative/Psychologist/ Special Ed/General education
Kenneth Krieger Cheryl Meteer	District Representative/Psychologist District Representative/Sp Ed/Gen Ed
Tammy Dochstader	Parent
Darlene Janese	Parent
Tina Palmer	Parent
Lois Betton	Parent
Kelly Alvarez	Parent

The vote on the motion was unanimous.

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2016-2017 SCHOOL YEAR

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, Public Law 94-142 and New York State Regulations 200.3 require that the Board of Education appoint the Committee on Special Education; and

WHEREAS, Sub-committees may also be appointed to determine the needs of each disabled child in the District and to recommend to the Board of Education the appropriate educational services and programs to meet the child's needs; and

WHEREAS, The regulations require the inclusion of six (6) members to be appointed to each Committee on Special Education as follows: a teacher of special education or an administrator; a general education teacher knowledgeable of District curriculum; a school psychologist; a school physician when requested; the parent of a disabled child not employed by or under contract with the school district; and a certified teacher designated by the school administrator as the teacher of the child being reviewed by the Committee on Special Education; therefore be it

RESOLVED, That the following people be appointed to the Committees on Special Education for the period of July 1, 2016 through June 30, 2017.

CENTRAL COMMITTEE ON SPECIAL EDUCATION

Lewis, Michael F	CSE Representative/Psychologist
Contento, Catherine	CPSE Representative/Speech Teacher
Krieger, Kenneth	CSE Representative/Psychologist
Meeter, Cheryl	CSE Representative/General Ed/Sp. Ed
Palmer, Tina	Parent
Chief School Medical Officer	Physician

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2016-2017 SCHOOL YEAR (cont'd.)

A certified Special Education Teacher designated by the School Administrator as the teacher of the child being reviewed by the Committee on Special Education

A General Education Teacher knowledgeable of District curriculum

SUB-COMMITTEE:

CSE REPRESENTATIVES:

- James Spanbauer
- Robert Bradley
- Richard Carella
- Diane Coty
- Maria Chille-Zafuto
- Tina Smeal
- Mary Kerins
- Cynthia Jones
- Sheila Smith
- Rocco Merino
- Italo Baldassarre

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Bonnie Kane
- Maria Meranto
- Corinna Scozzaro
- Bryan Rotella
- Heather Cahill (intern)
- Vincenza Viola (intern)

PSA's

- Don McCoy
- Kristina Johnson
- Carlos Bradberry
- John Caldwell
- Kelli Kneepple
- Holly Rodgers-Parker
- Rick Forgione
- Karen Grana
- Ken Jones
- Beth Fagiani
- Jan Horton
- Goldie Burton
- Elizabeth Carroll

PARENT MEMBERS:

- Tina Palmer
- Darlene Janese
- Lois Betton
- Theresa Sitgreaves
- Kelly Alvarez
- Samantha Phillips
- Tammy Dochstoder

6.09 APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2016-2017 SCHOOL YEAR (cont'd.)

A certified Special Education Teacher designated by the School Administrator as the teacher of the child being reviewed by the Committee on Special Education

A General Education Teacher knowledgeable in District curriculum

ALTERNATE CSE REPRESENTATIVES:

- Mark Laurrie
- School-Based Administrative Staff
- Special Education Department Chairpersons

The vote on the motion was unanimous.

6.10 APPROVAL OF APPOINTMENT OF THE DIGNITY ACT COORDINATOR(S) IN ACCORDANCE OF ARTICLE 2 OF NEW YORK STATE EDUCATION LAW, THE DIGNITY FOR ALL STUDENTS ACT AND PURSUANT TO NEW YORK STATE EDUCATION LAW SECTIONS 10 – 18

Mr. Bass moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Section 10 – 18 of the New York State Education Law requires the Board of Education to appoint at least one Dignity Act Coordinator at each school building in accordance to the Dignity for All Students Act, trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex; and

WHEREAS, Any additions or amendments to the Dignity Act Coordinators must be approved by the Board of Education; and

WHEREAS, the District must appoint the Dignity Act Coordinators in accordance of the Dignity for All Students Act effective July 1, 2012; and

WHEREAS, the appointment of the Dignity Act Coordinators must be approved by the Board of Education, and the names and contact information shared with all school personnel, students, and parents/persons in parental relation; and

WHEREAS, the Superintendent and the Board of Education are authorized to appoint the appropriate school employees as Dignity Act Coordinator(s) at each school building in accordance to the Dignity for All Students act for the period commencing July 1, 2016, through June 30, 2017; therefore be it

RESOLVED, That the appointments of the following persons as Dignity Act Coordinators for the Niagara Falls City School District for period commencing July 1, 2016, through June 30, 2017, and they hereby are ratified and confirmed:

**6.10 APPROVAL OF APPOINTMENT OF THE DIGNITY ACT COORDINATOR(S)
IN ACCORDANCE OF ARTICLE 2 OF NEW YORK STATE EDUCATION LAW,
THE DIGNITY FOR ALL STUDENTS ACT AND PURSUANT TO NEW YORK
STATE EDUCATION LAW SECTIONS 10 – 18 (cont'd.)**

Maple Elementary School

Maria Chille-Zafuto
Linda Blake

Kalfas Elementary School

Italo Baldassarre
Rebecca Tantillo

Harry F. Abate Elementary School

Cynthia Jones
Linda D'Amore-O'Grady
Cathy Touma-D'Angelo

Niagara Street Elementary School

Rocco Merino/Diane Bianco
Michele DiGregorio
Amanda Vail

Hyde Park Elementary School

Mary Kerins
Tiffany Bradberry

Cataract Elementary School

Jeffrey Showers
Molly Kurek

Seventy-Ninth Street Elementary School

Diane Coty
Amy Milleville

Geraldine J. Mann Elementary School

Tina Smeal
Thomas Zafuto

Gaskill Preparatory School

Sheila Smith/Janice Graham
Schurron Cowart
Stephen Zafuto

LaSalle Preparatory School

James Spanbauer/Tina Gregory
James Hutchinson
Justine Tambroni

Niagara Falls High School

Robert Bradley
Adam Bianco
Bruce Brundidge
Marc Daul
Nicole Gall
Maria Mascaro-Sinatra
Tammy Novak
Rose Rajczak
Ebony Rose
Rachel Rotella

Community Education Center

Dorothy Brundidge
Kristina Johnson

The vote on the motion was unanimous.

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2016-2017

Mr. Petrozzi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, the District desires to continue the services of Angelo Massaro dba Hovey & Massaro as School District Attorney; and

WHEREAS, the services to be performed by Angelo Massaro as School District Attorney shall consist of those specialized services and duties inherent in the functions, responsibilities and position of General Counsel of the District; therefore be it

RESOLVED that the Board of Education hereby retains Angelo Massaro dba Hovey & Massaro to provide legal services for the District as School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$102,287 for the year commencing July 8, 2016, and terminating June 30, 2017; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED that the President of the Board be and he hereby is authorized and directed to execute the Agreement; and

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board.

RETAINER AGREEMENT

AGREEMENT made this 8th day of July, 2016, between the **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK** (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and **ANGELO MASSARO**, dba Hovey & Massaro Attorney (hereinafter referred to as "School District Attorney"), 631 Main Street, Niagara Falls, New York 14301.

WHEREAS, The District desires to retain the School District Attorney to perform various legal services upon the terms and conditions herein set forth; and

WHEREAS, The School District Attorney has consented and agreed to perform legal services for the District upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the School District Attorney agree as follows:

FIRST: RETAINER. The District retains the School District Attorney and the School District Attorney agrees to serve the District and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 8th day of July 2016, and continuing thereafter until the 30th day of June 2017 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2016-2017 (cont'd.)

SECOND: SCOPE OF SERVICES. The services to be performed by Mr. Angelo Massaro as School District Attorney shall consist of acting as general legal counsel of the District and to perform all professional duties and services inherent in the functions, responsibilities and position of general counsel of the District in relation to the conduct of the District's business and operations pursuant to law under the direction and control of the Board of Education of the District and at their direction the Superintendent of Schools. Without limitation of the foregoing, the School District Attorney shall perform the following services as School District Attorney:

(a) Advise and consult with the Board of Education and/or the Superintendent of Schools and/or at their/his/her direction the agents and employees of the District on all legal matters of the District which may from time to time be presented to the School District Attorney.

(b) Prepare all instruments, contracts, deeds or other documents required, useful or necessary in the conduct of the District's business which may from time to time be presented to the School District Attorney for preparation.

(c) Institute, prosecute or defend all actions or proceedings to which the District may be a party in any court, bureau, commission or department or other judicial or administrative body before which the Attorney may now or hereafter be licensed to practice, all of which may from time to time be presented to the School District Attorney so as to institute and/or prosecute and/or defend.

(d) All legal services required in personnel matters, disciplinary matters, and area of labor relations, including but not limited to handling of grievances, unfair labor matters and, further, to assist in contract negotiations and contract management if requested by the Superintendent.

(e) To attend all District Board meetings upon request and direction of the Board and/or Superintendent and to review and render legal opinions as to any and all matters that may be presented to the Board, including but not limited to legal opinions as to the form of resolutions which may be presented to the District's Board for action.

(f) To assign any duties and functions and services to Deputy School District Attorney and/or any Special Counsel as may from time to time be retained by the District provided, however, that the School District Attorney shall continually advise and direct the Deputy School District Attorney and/or any Special Counsel as may from time to time be retained by the District as deemed necessary by the School District Attorney.

(g) Generally to perform such other legal services ordinary and necessary for the functions of the District as may be required in the course of the District's business.

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$102,287 per year, payable in equal monthly installments of \$8,523.92. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

The District shall not pay to the School District Attorney any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurance and/or other insurances.

FOURTH: STAFFING. The School District Attorney shall provide staff and furnish and equip his office for the performance of his duties and services and for the conduct of his private law practice. There shall be no supervision of the School District Attorney and no requirement as to hours for services to be performed provided however, the School District Attorney shall provide such time as may be required to perform all of the services and/or duties required pursuant to the terms of this Agreement in a professional and satisfactory manner.

6.11 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2016-2017 (cont'd.)

FIFTH: DISBURSEMENTS AND COSTS: The District and School District Attorney agree that in addition to the retainer amount to be paid the School District Attorney, as provided in paragraph "THIRD" of this Agreement, the District shall pay and/or remit to the School District Attorney, upon receipt of proper documentation, all disbursements and expenses which the School District Attorney may incur in the performance of the services to be performed, including legal disbursements, telephone toll charges, postage, travel and mileage, as authorized and/or necessary, photocopying, printing, subscription costs for legal databases such as West Law, etc. The District shall also provide the School District Attorney with access to District facilities and staff as may from time to time be available and approved by the Superintendent or his designee and with use of books and publications, including electronic, necessary for the performance of the School District Attorney's duties and services including but not limited to a complete set of Opinions of the Commissioner of Education and which may be located in the School District Attorney's Office but which shall remain the property of the District and be used by any District personnel and the Deputy School District Attorney and/or Administrative Counsel and/or any Special Counsel that may from time to time be retained by the District.

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 8th day of July 2016, and shall continue until the 30th day of June 2017. Thereafter this Agreement shall automatically renew for additional one-year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

Notwithstanding anything herein to the contrary, the District may terminate the services of the School District Attorney for just cause at any time during the original term or any renewed term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK**

By _____
President

Angelo Massaro dba Hovey & Massaro

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2016-2017

Mr. Petrozzi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, the District desires to continue the services of James C. Roscetti of Roscetti & DeCastro, PC as Deputy School District Attorney; and

WHEREAS, the services to be performed by James C. Roscetti as Deputy School District Attorney shall consist of those specialized services and duties inherent in the functions, responsibilities and position of Deputy School District Attorney of the District; therefore be it

RESOLVED that the Board of Education hereby retains James C. Roscetti of Roscetti & DeCastro, PC to provide legal services for the District as Deputy School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$96,714 for the year commencing July 8, 2016 and terminating June 30, 2017; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED that the President of the Board be and he hereby is authorized and directed to execute the Agreement; and

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board.

RETAINER AGREEMENT

AGREEMENT made this 8th day of July, 2016, between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK** (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and **JAMES C. ROSCETTI of Roscetti & DeCastro , PC** (hereinafter referred to as "Attorney"), 730 Main Street, Niagara Falls, New York 14301.

WHEREAS, the District desires to retain the Attorney as Deputy School District Attorney to perform legal services upon the terms and conditions herein set forth; and

WHEREAS, the Attorney has consented and agreed to perform legal services for the District as Deputy School District Attorney upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the School District Attorney agree as follows:

FIRST: RETAINER. The District retains the Attorney and the Attorney agrees to serve the District as Deputy School District Attorney and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 8th day of July 2016, and continuing thereafter until the 30th day of June 2017 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

SECOND: SCOPE OF SERVICES. The services to be performed the Attorney as Deputy School District Attorney shall consist of such legal matters as may be assigned to him from time to time by the Board of Education of the District, and/or the Superintendent of Schools and/or the School District Attorney. Without limitation of the foregoing, the Attorney shall perform the following services as Deputy School District Attorney:

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2016-2017 (cont'd.)

(a) Advise and consult with the School District Attorney and/or the Board of Education and/or the Superintendent of Schools on all legal matters which may be assigned to him by the School District Attorney and/or the board of Education and/or the Superintendent of Schools.

(b) In consultation and association with the School District Attorney prepare all instruments, contracts, deeds or other documents required, useful or necessary in the conduct of the District's business which may from time to time be presented to him for preparation.

(c) In consultation and association with the School District Attorney institute, prosecute or defend all actions or proceedings to which the District may be a party in any court, bureau, commission or department or other judicial or administrative body before which the Attorney may now or hereafter be licensed to practice, all of which may from time to time be assigned to him by the Board of Education and/or Superintendent of Schools and/or the School District Attorney.

(d) In consultation and association with the School District Attorney, to perform such other legal services which may be required of him by assignment from the Board of Education and/or Superintendent of Schools and /or the School District Attorney provided however, that the Deputy School District Attorney may be advised and directed, when necessary, by the School District Attorney in the performance of such services.

(g) Generally to perform such other legal services ordinary and necessary for the functions of the District as may be required in the course of the District's business.

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$96,714 per year, payable in equal monthly installments of \$8,059.50. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

The District shall not pay to the Deputy School District Attorney any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurance and/or other insurances.

FOURTH: STAFFING. The Deputy School District Attorney shall provide staff and furnish and equip his office for the performance of his duties and services and for the conduct of his private law practice. There shall be no supervision of the Deputy School District Attorney and no requirement as to hours for services to be performed provided however, the Deputy School District Attorney shall provide such time as may be required to perform all of the services and/or duties required as Deputy School District Attorney in a professional and satisfactory manner.

FIFTH: DISBURSEMENTS AND COSTS: The District and Deputy School District Attorney agree that in addition to the retainer amount to be paid the Deputy School District Attorney, as provided in paragraph "THIRD" of this Agreement, the District shall pay and/or remit to the Deputy School District Attorney, upon receipt of proper documentation, all disbursements and expenses which the Deputy School District Attorney may incur in the performance of the services to be performed, including legal disbursements, telephone toll charges, postage, travel and mileage, as authorized and/or necessary, photocopying, printing, etc. The District shall also provide the Deputy School District Attorney with use of books and publications including electronic, made available to the School District Attorney and necessary for the performance of his duties and services, and access to District facilities and staff as may from time to time be available and approved by the Superintendent or his designee.

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 8th day of July 2016, and shall continue until the 30th day of June 2017. Thereafter this Agreement shall automatically renew for additional one- year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

Notwithstanding anything herein to the contrary, the District may terminate the services of the Deputy School District Attorney for just cause at any time during the original term or any renewed term of this Agreement.

6.12 APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2016-2017 (cont'd.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK**

By _____
President

James C. Roscetti, Esq.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/08/16--06/30/17

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Health Services Department has recommended that the Niagara Falls City School District continue the services of Dr. Michael Beecher as Director of School Health Services for the period 07/08/16 through 06/30/17 for a sum of \$39,862 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,321.83. Such payment shall be made on the last day of each month during the term of this Agreement; and

WHEREAS, An executed copy of the Agreement is on file in the Business Office; therefore
be it

RESOLVED, That Dr. Michael Beecher's services be continued and he be and hereby is appointed as Director of School Health Services; and

RESOLVED, That the continuation of Dr. Beecher's services as Director of School Health Services and the compensation to be paid for such services in accordance with the attached Agreement, the original of which is on file in the Business Office, be and hereby is approved.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/08/16--06/30/17 (cont'd.)

**DIRECTOR OF SCHOOL HEALTH SERVICES
EMPLOYMENT AGREEMENT**

This Agreement made this 8th day of July, 2016, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**, ("District") and **MICHAEL S. BEECHER, M.D.** a physician duly licensed and qualified to practice as such in and by the State of New York and having his office in Niagara Falls, New York 14092, ("Physician"). WHEREAS, The District desires to retain the Physician as Director of School Health Services pursuant to the provisions of Section 902 of the Education Law of the State of New York, upon the terms and conditions as herein set forth; and

WHEREAS, The Physician has consented and agreed to serve as Director of School Health Services and furnish certain health care services for the District, upon the terms and conditions as herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the Physician agree as follows:

FIRST: The District retains the Physician as Director of School Health Services and the Physician agrees to serve the District as Director of School Health Services and perform health care services as provided in paragraph "SECOND": SCOPE OF SERVICES" of this Agreement, for a period commencing July 8, 2016, and continuing thereafter until the 30th day of June 2017, as provided in paragraph "SEVENTH" for an amount and payable as provided in "THIRD" paragraph of this Agreement.

SECOND: The Physician shall, during the term of this Agreement, perform all professional duties and services inherent in the functions, responsibilities and position of Director of School Health Services of the District as provided by law, including without limitation the specific duties enumerated in Schedule "A" hereto attached.

THIRD: The District shall pay the Physician the sum of \$39,862 annually for the services to be performed pursuant to this Agreement payable in equally monthly installments of \$3,321.83. Such payment shall be made on the last day of each month during the term of this Agreement and any renewed term hereof.

In addition to the amount to be paid the Physician as provided herein the District shall pay the Physician the sum of 75.00 per hour for additional time over and above the hours scheduled in paragraph "FOURTH", for which payment shall be made on a monthly basis upon Physician submitting such invoice as required by the first party.

FOURTH: It is expressly understood and agreed that the Physician shall be required to devote three (3) hours per calendar week for not more than 45 calendar weeks to the performance of his duties as such Director of School Health Services, the particular weeks and dates for the performance of such duties to be as designated by the District, with due consideration by the District however, to the necessary demands of the Physician's other professional responsibilities.

FIFTH: The Physician shall in all respects be and is an Independent Contractor in all respects in performing the duties, responsibilities and functions of a statutory officer of the school district, to wit, its Director of School Health Services, responsible only for the due performance of the duties of that office under the requirements of the applicable laws and statutes and proper and ethical medical practice. The District shall not pay the Physician any amount for fringe benefits of any type, nor shall it pay for any fringe benefits, including but not limited to deductions for taxes, payment and/or deductions for health insurances and/or any insurances.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/08/16--06/30/17 (cont'd.)

SIXTH: The Physician shall be covered by and maintain professional liability insurance issued by a company acceptable to the District same being an occurrence type policy with monetary limits of One Million Dollars (\$1,000,000.00) to Three Million Dollars (\$3,000,000.00). Copy of insurance policy shall be made available to the District at least 10 days before the commencement of the term of this Agreement and any renewed term thereafter. The Physician is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

SEVENTH: This Agreement shall commence on the 8th day of July, 2016, and shall continue until the 30th day of June 2017, and shall thereafter automatically renew for additional one year periods unless either party serves written notice to the other at least 60 days prior to the termination of the original term or any renewed term of its/his intention to terminate this Agreement. All terms and conditions of the Agreement shall apply to any renewed term, except that the amount to be paid the Physician for services as provided in "THIRD" paragraph shall increase 5% per year commencing on July 1 of each renewed term and continue until June 30 of the following year or the date of earlier termination as herein provided, whichever occurs sooner. Notwithstanding anything herein to the contrary, the District may terminate this Agreement for any reason at any time during the original term or any renewed term of this Agreement upon giving the Physician 30 days notice of its intention to terminate, and this Agreement shall terminate upon the expiration of the 30 days.

EIGHTH: This Agreement shall in all respects be subject to all laws and statutes applicable to the subject matter as now provided or hereafter amended.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS, NEW YORK

By: _____
President

By: _____
Michael S. Beecher, M.D.

SCHEDULE "A"

The school physician works closely with school administration and school administration and nursing personnel in planning, developing, and implementing a sound, comprehensive school health program which provides services and facilities to promote health and wellness. He/she cooperates with members of Health, Physical Education and Health Services Staff in health promotion, coordination of efforts and utilization of health information available to the schools.

Duties & Responsibilities:

1. Deliverer of Health Services
 - a. Provides collaboration with the Nurse Practitioners who complete the physical examination in accordance with Educational Law and school district policy.
 - For children who do not present a certificate from their family physician upon entering school in grades 1,3, 5, 7 and 10. New Enterers and Special Education Students.
 - For children as may be indicated after referrals by school personnel.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/08/16--06/30/17 (cont'd.)

- As a member of the Committee on Special education, to conduct such special examination as indicated or special class placement or other instruction of the physically handicapped, mentally retarded, and the emotionally disturbed child, or prior to their return to a regular class program.
 - Collaborates with Nurse Practitioner for all students participating in interscholastic activities.
 - Collaborates with Nurse Practitioners for applicants for employment certificates.
 - Collaborates with Nurse Practitioners for candidates for district employment and periodically for food service personnel in accordance with school district policy.
2. Manager of Health Care
- a. Collaborates with school nursing personnel to establish policies governing procedures to be followed in the event of injury or emergency illness of child or employee. Written protocols governing first aid should be reviewed and signed annually by the school physician.
 - b. Collaborates with school nursing personnel in interpreting Public Health Laws governing control of communicable diseases and establishing policies and procedures governing the exclusion and readmission of pupils in connection with infectious/contagious disease.
3. Consultant for Health Concerns
- a. Serves as a member of the Committee on Special Education and participates with the psychologist, special education teacher, school nursing personnel and other school personnel in case conferences when such are indicated.
 - b. Assists school nursing personnel in follow-through efforts to secure remedial care for children found to have physical or mental defects.
 - c. Collaborates with school personnel to recommend adjustments of the educational program in accordance with individual pupil's health needs and consults with parents, teachers, and pupils concerning the same.
 - d. Acts as a consultant to school administrators and school health personnel on medical problems or practices that are in conflict with the health and safety needs of the total student population.
 - e. Acts as a liaison agent between school and local physicians and interprets school health policies and practices to local area medical community and community at large.
 - f. At request of school personnel, provides in-service training on matters such as critical health issues and new developments in health care.
 - g. Provides health information individually and in groups to pupils, teachers, school nursing personnel, and school administrators.
 - h. In cooperation with the health education curriculum committee, reviews the health literature, instructional materials and course content used in the school for accuracy and relevance and recommends changes to the school administration.

6.13 APPROVAL OF RENEWAL OF AGREEMENT WITH DR. MICHAEL BEECHER FOR DIRECTOR OF SCHOOL HEALTH SERVICES—07/08/16--06/30/17 (cont'd.)

4. Promoter of Sound Health Care Practices
 - a. Collaborates with committee on the buildings and grounds to detect possible health or safety hazards.
 - b. Collaborates with school staff reviewing all reports of accidents, reviews excuses from physical activities, and interprets medical certificates.
 - c. Works with school administrators and school nursing personnel to develop a public information program promoting school health.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2016-17

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District has annually appointed an administrator for the Unemployment Insurance Program; and

WHEREAS, It is the recommendation of the administration that the District appoint the National Employers Council, Inc. to monitor the District's unemployment program; and

WHEREAS, NEC has agreed to act as a third party administrator from July 8, 2016, through June 30, 2017, for an annual fee of \$4,040, payable quarterly in four (4) equal installments of \$1,010; therefore be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the District approve the Agreement, attached hereto, with National Employers Council, Inc. (NEC) to act as a third party administrator for the District's Unemployment Insurance Cost Control Program for the term July 8, 2016, through June 30, 2017.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2016-17 (cont'd.)

PeopleSystems®, a service of NATIONAL EMPLOYERS COUNCIL, INC. (NEC) agrees to administer as specified below, the unemployment account(s) listed.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

It is agreed that in order for NEC to provide the services listed below the employer must transmit, in a timely manner, all applicable unemployment insurance forms and data to NEC.

A. CLAIMS AND UNEMPLOYMENT TAX RATING ADMINISTRATION

1. Present reasons to appropriate agencies for claimant's termination on unemployment insurance claims sent by client to NEC office.
2. Process the unemployment claims to the appropriate state agency.
3. Confer with appropriate state agency on behalf of employer in order to provide complete administrative service for all claims.
4. Audit all claims during benefit period in order to control accuracy of unemployment insurance charges.
5. Survey claim wage reports and record pertinent data as required for possible audit of appropriate state agency charges.
6. Audit unemployment benefit charge records of employer.
7. Protest and appeal through state unemployment administrative system, all unlawful, wrongful and unreasonable benefit charges, as they occur.
8. Examine extended benefit claims and seek appropriate action, as necessary, through the appropriate state agencies to determine eligibility of claimant for further benefits.
9. Review abnormal or questionable claims with employer to determine employer's position regarding the further processing of claim.
10. Provide for representation for the employer at Unemployment Insurance hearings.
11. Audit quarterly unemployment contribution returns. Protest any errors and request refunds when applicable, with a recovery rate of 25% to NEC.
12. Prepare audit of all charges, credits and adjustments to employer's unemployment tax account.
13. Substantiate accuracy of employer's unemployment tax rate and protest any errors. Rate reductions for current and past rates, subject to a recovery rate of 25 % to NEC.
14. If possible, recommend that the employer make voluntary contributions to effectuate a lower tax rate.

B. MANAGEMENT ASSISTANCE PROGRAM

1. Confer with the employer, upon request, regarding procedures to regulate and cut unemployment taxes. NEC shall act in all advisory capacity and the final decision, as to information and advice provided, shall remain with the employer. The employer recognizes that the state unemployment insurance agency has exclusive and binding jurisdiction in such matters.

6.14 APPROVAL OF RENEWAL OF AGREEMENT WITH NATIONAL EMPLOYERS COUNCIL, INC. (NEC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR THE DISTRICT'S UNEMPLOYMENT INSURANCE PROGRAM -- 2016-17 (cont'd.)

2. Advise employer when important changes in unemployment insurance laws, regulations, and interpretation occur.
3. When requested by the employer, recommend changes to employment practices to comply with unemployment insurance laws and/or regulations.
4. Conduct informational meetings for supervisory and management personnel of the employer upon request.
5. These meetings shall be of reasonable duration and presented to groups of reasonable size and scheduled at mutually convenient times to both parties.
6. The seminars will discuss applicable unemployment insurance matters, eligibility requirements, significant relationship between the unemployment compensation law and the employer, as well as responsibilities of the employees personnel in administration of company policy and procedure.
7. Submit periodic written reports, detailing employer's unemployment experience, and NEC's effectiveness on employer's behalf.

ACCOUNT(S)
CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

ACCOUNT NUMBER(S)
04-65079

This agreement will remain in effect for a ONE year period from JULY 1, 2005 and shall be considered renewed from year to year thereafter, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this agreement.

The client agrees to pay NEC quarterly the sum of \$1,010. After the first year, *NEC* reserves the right to modify this quarterly charge by submitting sixty days written notification of the proposed new fee. There is a one-time set-up fee of *N/A*.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

NATIONAL EMPLOYERS
COUNCIL, INC.

Signature

Signature

Date

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2016-2017

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District is responsible for providing a safe and healthy environment for its employees with related services as determined by the District's Safety Committee and contractual agreement; and

WHEREAS, The WNY Occupational Health, LLC provides health services; therefore be it

RESOLVED, That the Board of Education approves the attached Agreement with WNY Occupational Health, LLC as it pertains to employee related services, effective July 8, 2016, and ending June 30, 2017, at fees described in the Agreement; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AMENDED AGREEMENT FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 8th day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630-66th Street, Niagara Falls, New York 14304, party of the first part, herein called the "School District", and WNY OCCUPATIONAL HEALTH, LLC, 621 Tenth Street, Niagara Falls, New York, party of the second part, herein called "Occupational Health."

WITNESSETH:

WHEREAS, The School District promotes an efficient and accident free safety program beneficial to employer and employee; and

WHEREAS, The School District is authorized and empowered to contract for the Occupational Health Care Services; and

WHEREAS, Occupational Health has warranted and represented to the School District that it is fully licensed, qualified and competent to provide injury care services; and

WHEREAS, The Board's of the School District and Occupational Health have each authorized and approved the execution of the contract. In consideration of the mutual covenance and agreements herein contained, the parties hereto agree as follows:

1. During the 2016-17 school year, commencing on July 8, 2016, Occupational Health will provide sufficient Occupational Health Care Services for District employees who are injured on the job. The evaluation, treatment, appropriate rehabilitation, and determination of his/her ability to return to work are subject to their control, with District approval. The Superintendent of Schools, shall have the right to terminate service at any time she/he considers such action to be in the best interest of the School District.

**6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT
BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK
OCCUPATIONAL HEALTH, LLC 2016-2017 (cont'd.)**

2. Occupational Health shall properly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the progress of these employees such as:
 - a. Assure that all employees know their rights under Workers' Compensation Law.
 - b. Have emergency treatment and rehabilitation service at a location readily accessible.
 - c. Assure that all employees are aware of the availability of these services and that supervisors or supervisor designee recommend them in time of need.
 - d. Provide for follow-up treatment for the injured employee to update rehabilitation progress.
3. Occupational Health will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Occupational Health Care Associates and shall respect the confidentiality of any and all employee records.
4. Provide PPD/Mantoux testing for, but not limited to, pre-employment physicals, tenured and daycare employees.
5. Provide Hepatitis B Vaccinations as requested.
6. The School District agrees:
 - a. Immediately following an injury of an employee who chooses to go to OH or NFMHC emergency room, a School District representative will contact Occupational Health.

The following information should be reported at the time of call:

1. Name of caller
 2. Department
 3. Name of injured employee
 4. Type of injury
 5. Method of transport
- b. To pay according to the following fee schedule:

1. First aid and minor injury care	*See below
2. Return to work evaluation	\$55
3. Physician consultation	\$85/hr.
4. Case management 8:00 a.m. to 11:00 p.m.	\$200/month
5. PPD/Mantoux Testing	\$15
6. DOT Drug Test	\$53
7. Breath Alcohol	\$23
8. HBsAb Antibody	\$29
9. Hepatitis B Vaccination	\$55/shot, \$165/series

*Medical treatment for work related conditions are billed at the NYS Workers Compensation Fee Schedule. An additional fee for specific treatment may include crutches, splints, tetanus, or x-rays.

**6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT
BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK
OCCUPATIONAL HEALTH, LLC 2016-2017 (cont'd.)**

Miscellaneous Radiology Fees:

X-ray/ankle (3 views)	62.34
Elbow	62.34
Femur	71.44
Finger (2 views)	62.34
Foot (complete)	62.34
Hand (3 views)	62.34
Spine/Cervical	107.72
Additional fees upon request	

7. This Agreement shall become effective on July 8, 2016 and terminate on June 30, 2017, provided, however, the District shall have the right to sooner terminate this agreement upon 30 days written notice to Occupational Health.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK

By: _____

WNY OCCUPATIONAL HEALTH, LLC

By: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.15 APPROVAL OF AMENDMENT TO THE RENEWED AGREEMENT BETWEEN THE BOARD OF EDUCATION AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2016-2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls, New York desires to enter into an Agreement with Niagara Falls Memorial Medical Center for physical rehabilitation services to better meet the needs of our students participating in sports programs; and

WHEREAS, The Agreement provides for athletic trainer staffing, documentation and services including evaluation, re-evaluations, progress evaluations, district staff and family education, and district staff in-servicing; and

WHEREAS, The term of the Agreement will commence on July 8, 2016 through June 30, 2017, and

WHEREAS, The fee for these services is \$42,000.00 which is to be paid in two payments of \$21,000.00 payable on December 1, 2016 and June 1, 2017; therefore be it resolved

RESOLVED, That the Board of Education approve the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 8, 2016 and terminating June 30, 2017; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

**PHYSICAL REHABILITATION AGREEMENT
Between
NIAGARA FALLS MEMORIAL MEDICAL CENTER
and
Niagara Falls High School
2016-2017 School Year**

This Physical Rehabilitation Agreement, made this 18th day of February 2016, by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMMC) and NIAGARA FALLS HIGH SCHOOL (the Agency) (individually the Party, collectively the Parties).

WHEREAS, the Hospital is an acute care hospital licensed pursuant to Article 28 of the New York Public Health Law, and is duly authorized and licensed to provide physical rehabilitation services, including certified athletic trainers; and

WHEREAS, the Agency desires to obtain the services of certified athletic trainers from the Hospital; and

WHEREAS, the Hospital agrees to provide, at fair market value in accordance with the terms of this Agreement and in compliance with the Medicare Anti-Kickback Statute (42 U.S.C. 1320a - 7b(b)) and the regulations and Safe Harbors promulgated thereunder, the use of its physical rehabilitation facilities, equipment and certified athletic trainers service for the benefit of the Agency's students (hereinafter physical rehabilitation services and services); and

WHEREAS, Niagara Falls high school and Hospital desire to cooperate in order to meet the needs of each student participating in athletic activities in a coordinated manner.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertaking hereinafter set forth, the parties agree as follows:

1. OBLIGATIONS OF HOSPITAL

a) Provide the services of one (2) certified athletic trainers for approximately 25 hours per week total to the agency, as indicated in Attachment(s) A and B. An average of 25 hours per week will be rendered to Niagara Falls High School during the fall, winter, and spring sport seasons.

b) Athletic trainer coverage will be concentrated on those days of highest athletic participation and/or days of contact and collision-type sports activity.

c) The athletic trainer(s) will be BOC certified.

d) Maintain an adequate quality control program in compliance with the requirements of the New York State Department of Health and in accordance with all applicable rules and regulations promulgated by local, state and federal regulatory agencies and other appropriate public or private licensing or accrediting organizations. Upon request of Agency, Hospital will provide verification of such New York State licensure.

e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.

f) Represents that its employees are, and will be, adequately trained, as is appropriate to the nature of the services they are performing, in accordance with 29 CFR 1910.1030 et seq, the OSHA Bloodborne Pathogens regulations (the "Regulations").

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

- g) Provide for the preparation of appropriate reports and documentation in connection with the services rendered pursuant to this Agreement.
- h) Provide services in a prompt and efficient manner.
- i) Provide such services in the same manner, in accordance with the same standards, as are offered to other Hospital patients.
- j) Hospital represents and warrants that it will not seek payment from the student or students parent/guardian, his/her physician or any other party or payor for services provided pursuant to this Agreement.

2. OBLIGATION OF AGENCY

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.
- b) Agency will provide to Hospital a description of services, duties and responsibilities to be performed hereunder, which will be attached to this Agreement as Exhibit A.
- c) Agency will evaluate Hospital's performance on an on-going basis. The Parties agree to use best efforts to resolve any identified deficiencies or other operational issues.
- d) Agency agrees not to hire or solicit for hire any employees of Hospital who have directly served the Agency for a period of one (1) year following their termination of their services to the Hospital.
- e) The duties and responsibilities performed by such athletic trainers while working at or for the Agency will be under the supervision, direction and control of the Agency and the Agency's administrative personnel.
- f) Agency agrees to provide athletic trainers district e-mails for communication with staff and coaches.

3. MUTUAL OBLIGATIONS AND AGREEMENTS

In the performance of this Agreement, the Parties agree as follows:

- a) Scheduling for athletic trainer's services will be arranged between the Agency and the Hospital's Director of Sports Medicine, pursuant to Exhibit B, attached. Such hours shall be amended by the mutual written consent of the Parties. The duties and responsibilities performed by such athletic trainers while working at or for Niagara Falls High School as herein provided will be supervised, directed, and controlled by the Niagara Falls High School and its administrative personnel.
- b) The location for services will be determined by the Hospital and the Agency's Executive Director, pursuant to Exhibit B.
- c) Nothing contained in this Agreement shall prohibit the Parties from exercising independent professional judgment.
- d) Nothing contained in this Agreement shall affect the independent operations of either Party.
- e) Nothing contained in this Agreement shall create any contractual third party beneficiary liability upon the parties to any other person, patient or otherwise.
- f) Nothing contained in this Agreement shall restrict either Party from entering into a similar agreement with other entities performing like services.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

g) Nothing contained in this Agreement shall place liability for the debts or obligations of one Party upon the other.

h) To adhere to State and federal laws prohibiting discrimination on the basis of race, creed, color, national origin, sex, age, sponsor, political affiliation or citizenship status.

i) No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of god or the public enemy, flood, storms or any statute, regulation, rule or action of any federal, state or local government or any agency thereof. In addition, no party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations, other than direct patient care, due to strikes or other labor activities.

j) Hospital has in place a Compliance Program and Code of Conduct which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. It focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold standard of ethical and legal business practices, and the prevention of misconduct. Agency acknowledges Hospital's commitment to compliance and corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy and objectives of the Compliance Program and Code of Conduct adopted by Hospital.

k) Agency acknowledges Hospital's affirmative obligation to comply with Federal regulations prohibiting Hospital from contracting with individuals or entities that have been excluded from participation in Medicare or other government funded health care programs. Accordingly, Agency hereby acknowledges it is not an excluded entity, or employs, or is owned or operated by an excluded individual, as defined at § 1128 and I 128A of the Social Security Act.

l) The Agency shall indemnify and hold the Hospital harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Agency and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.

m) The Hospital shall indemnify and hold the Agency harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Hospital and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.

4. COMPENSATION

Hospital and Agency agree that Hospital shall be compensated for services rendered for 2015-2016 pursuant to this Agreement in the amount of Forty-Two Thousand dollars (\$42,000.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$21,000.00, one each due and payable on December 1, 2016 and June 1, 2017. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

5. INSURANCE

a) The hospital agrees to maintain general and professional liability insurance and Agency agrees to maintain general liability insurance in amounts sufficient to cover the acts and omissions of their respective employees for services rendered pursuant to this Agreement.

b) Upon request, Hospital and Agency agree to furnish each other with a current and valid Certificate of insurance relating to the extent of professional liability insurance and each Party agrees to keep and to maintain said insurance coverages in full force and effect during the term of this Agreement. Any modification or alteration of such coverage or program, by either Party, which shall have a material effect on the Section, shall be promptly communicated to the other Party.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

6. INDEPENDENT CONTRACTOR

- a) In the performance of services performed pursuant to this Agreement, both parties agree that the Hospital is performing as an independent contractor.
- b) Neither Party has the authority to enter into any contracts or to assume any obligations, undertakings or commitments for or on behalf of the other Party except as expressly set forth herein or to make any warranties or representations for or on behalf of the other Party.

7. ACCESS TO RECORDS

a) In accordance with provisions of 42 U. S. C. 1395x(v) (1) (I) and 42 C. F. R. 420.300 et seq., and Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted thereto, as are applicable to this Agreement, Hospital shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any other books, records and documents of Hospital that are necessary to certify to such persons the nature and extent of services rendered. The obligation of Hospital to make records available shall extend for four (4) years after the furnishing of such services pursuant to this Agreement.

b) In accordance with provisions of 42 U. S. C. 1395x(v) (1) (I) and 42 C. F. R. 420.300 et seq., and Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted thereto, as are applicable to this Agreement, Agency shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any other books, records and documents of Agency that are necessary to certify to such persons the nature and extent of costs incurred by the Agency for services furnished by Agency for which payment may be made under Medicare, Medicaid or other federal reimbursement program. The obligation of Agency to make records available shall extend for four (4) years after the furnishing of such services pursuant to this Agreement.

8. TERM

The Term of this Agreement will commence on August 3, 2016 and terminate on June 30th, 2017 unless sooner terminated in accordance with the provisions of Section 9.

9. TERMINATION

This Agreement shall terminate upon the occurrence of any of the following events:

- a) Upon ninety (90) day prior written notice by either Party to the other Party during the term of this Agreement;
- b) In the event that either Party shall be notified that the license(s) issued to it by any governmental body pertaining to its principle purpose of operation has been withdrawn or suspended, either Party may elect to terminate this agreement effective immediately upon mailing such notice.

10. USE OF NAME

Neither Party may use the name of the other Party in any promotion or advertising unless such use shall be approved, in writing, by the Party whose name is to be used. Such approval shall be deemed withdrawn upon termination of this agreement as provided in Section 9.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

11. REFERRALS

The compensation set forth in Section 4 does not take into account the volume or the value of referrals, if any between the Agency and the Hospital, and is not intended to influence the volume or value of referrals between the Agency and the Hospital.

12. COMPLIANCE WITH LAW

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement takes effect. Should legal counsel for either Party reasonably conclude that any portion of this Agreement may be in violation of any subsequent enactments by federal, state or local authorities, then this Agreement shall terminate upon thirty (30) days written notice thereof to the other Party.

13. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New York. Any disputes arising out of this Agreement shall be determined exclusively by binding arbitration before a single arbitrator selected and serving under the arbitration rules of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service. Any such arbitration shall be held in the county where Hospital has its principal place of business. Such arbitration shall be the exclusive remedy hereunder. The decision of the arbitrator may, but need not, be entered as judgment in any appropriate jurisdiction in accordance with the provisions of the laws thereof, the parties hereby agreeing (subject to lawful service of papers) to the jurisdiction of such courts.

14. BUSINESS ASSOCIATES

In accordance with provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 1040191) or regulations adopted thereto, as are applicable to this Agreement, the Parties agree to:

- a. Restrict use and disclosure of protected health information as permitted by the agreement, HIPAA, state and federal law;
- b. Use safeguards to prevent unauthorized use or disclosure;
- c. Report to the covered entity any unauthorized use or disclosure;
- d. Extend compliance obligations to subcontractors and agents;
- e. Make protected health information available upon individual's request;
- f. Incorporate changes and additions to protected health information of which the covered entity notifies the business associate;
- g. Make its books, records and information practices regarding protected health information available to the Department of Health and Human Services;
- h. Return or destroy all protected health information upon contract termination; authorize the covered entity to terminate the contract for material breach;
- j. Agree to the right of the covered entity to monitor the business associate's compliance;
- k. Agree to the right of the covered entity to cure a breach by the business associate;
- l. Agree to the right of the covered entity to seek an injunction (with stipulation to burden of proof);
- m. Agree to indemnification for breach;
- n. Agree to no cap on liability for breaches;

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

o. Relinquish control to the covered entity control for subpoenas received by the business associate;

p. Use data in accordance with applicable laws.

15. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors and, when applicable, assigns. Neither Party shall have the right to assign its obligations, or all or any portion of its rights or interests under this Agreement, without the written consent of the other Party; provided, however, that Hospital may assign this Agreement, without Agency's consent, to any entity owned by or under control of Hospital.

16. AMENDMENT

This Agreement may be amended at any time by mutual written agreement executed by the parties, or automatically upon written notice by a Party to the other Party, if such amendment is required to comply with applicable federal or state laws, regulations or other authority, including, but not limited to, those issued by the U.S. Department of Labor, HCFA, the New York State Department of Health, the New York State Department of Insurance, the New York State Attorney General.

17. PRIOR AGREEMENTS

This Agreement supersedes and serves to terminate any previous agreements between the parties relating to the subjects addressed herein.

18. WAIVER

No waiver of any breach or failure by either Party to enforce any of the terms of this Agreement at any time shall, in any manner, limit or constitute a waiver of such Party's rights thereafter to fully enforce such provisions or to require such performance at any time thereafter or otherwise to compel strict compliance with any term of this Agreement.

19. NOTICES

Any notice, request, demand or other communication required or permitted by this Agreement shall be deemed to be properly given if delivered by hand (including overnight courier mail) or when mailed certified or registered mail with postage prepaid, addressed as follows:

If to Agency: Niagara Falls High School
 4455 Porter Road
 Niagara Falls, NY 14305

If to Hospital: Niagara Falls Memorial Medical Center
 621 Tenth Street
 Niagara Falls, NY 14302
 Attn.: President/CEO

The addresses for the purposes of this Section may be changed only by giving written notice of such change in the manner provided herein for giving notices.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

20. CAPTIONS

The captions of the sections herein are inserted as a matter of convenience only and in no way define, limit or describe the scope of this Agreement or any provisions hereof.

21. ENTIRE AGREEMENT

This Agreement and attachments hereto, sets forth the entire agreement and understanding between the parties hereto as to the subject matter hereof. It may be amended only by a written instrument signed by both parties hereto making specific reference to this Agreement and expressing the plan or intention to modify it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above set forth.

Niagara Falls High School

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

EXHIBIT A SERVICES

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide all Agency-required Athletic Trainer staffing, documentation and services including:

A. Evaluations: Athletic trainers perform on-field evaluations and evaluations within the Training room of acute and chronic sports injuries from all athletic teams within Niagara Falls High School. These evaluations are documented and then referred to the Emergency room or to their family physician by the athletic trainer. These evaluations are then sent to the school nurse practitioner, parent/guardian and coach. Based on the severity of the injury, the parent/guardian is notified by the staff athletic trainer who evaluated the injury. Assessment and treatment plan is determined based on the evaluation.

B. Re-evaluations: Athletes are re-evaluated daily based on the injury. The athletic trainer may determine return to play. This may also be based on the MD evaluation and/or Nurse practitioner evaluations of Niagara Falls High School. Once return to play has been determined, the athlete is re-evaluated by the athletic trainer at a sport specific level.

C. Progress Evaluations: Progress is monitored by the athletic trainers based on the injury in the case of prevention and/or protection for return to play. Treatment may be performed based on MD evaluation or referral for treatment in the training room.

D. Agency Staff and Family Education: This consists of educating the athlete and family on the injury, such as giving home instructions on injury management. Education consists of prevention, recognition and rehabilitation of a specific injury. Also, preseason educational presentations to booster clubs and athletic teams on the prevention of injuries. Coaches are educated and updated on each athlete who is injured to determine possible return to play.

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

E. Agency Staff In-servicing: Staff from NFMMC may provide CPR/AED and First Aid training for coaches, nurses and nurse practitioners from Niagara Falls High School. Pricing available for courses.

F. ATC will manage the distribution of AED's to the coaching staffs of each season at NFHS.

G. Athletic training staff will work with Athletic dept. on implementing and managing concussion management policy and program with ImPACT testing. ATC's will work with district's athletic director on testing of student athletes for baseline testing prior to each season for football, soccer, wrestling, hockey, and Lacrosse sports.

EXHIBIT B

Niagara Falls Memorial Medical Center Department of Rehabilitation Services will provide (2) BOC certified athletic trainers to Niagara Falls High School.

The (2) certified athletic trainer(s) (ATC) provided by NFMMC Rehabilitation Services will be BOC certified and NYS licensed, and will work approximately 25 hours per week. Coverage for Niagara Falls High School will be during the fall, winter, and spring sports seasons with coverage to be concentrated on days of highest athletic participation and/or days of contact and collision type sports activity.

Typical Hours of Service will be:

Fall season:

Staffed ATC for preseason summer camps (football, soccer, x-country, volleyball, swimming)
Staffed ATC in training room at NFHS (230pm-6pm) M-F on non-game days
On-site ATC for home football, home men's and women's soccer games, home men's and women's volleyball matches, home women's swim meets
ATC for away Varsity and JV football games
ATC for Home modified football games
Saturday hours TBD based on practice and game schedule

Winter season:

ATC for home NFL (Niagara Frontier League) wrestling matches (No tournaments unless held at NFHS), Home men's and women's basketball games. Travel with basketball during playoffs when feasible.
ATC for home men's swim meets
ATC for home modified wrestling matches
ATC for home and away Varsity federation hockey games schedule TBD and ATC for playoff games.
Staffed ATC in training room at NFHS (230pm-6pm) M-F on non-game days
Saturday hours TBD as per need

Spring season:

ATC for home baseball/softball games, home track meets, and JV and Varsity Women's Lacrosse games
Staffed ATC in training room at NFHS (230pm-6:00pm) M-F on non-game days
Saturday hours TBD as per need

6.16 APPROVAL OF RENEWAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR PHYSICAL REHABILITATION SERVICES FOR STUDENTS PARTICIPATING IN ATHLETIC PROGRAMS—7/08/16 – 6/30/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The principle of self-insurance for workers' compensation is fiscally sound; and

WHEREAS, NCA Comp has acted as Service Agent for the District's self-insurance Workers' Compensation Program; and

WHEREAS, Monies in the amount of \$843,630.00 from appropriation code A9040.804 have been budgeted which includes the Service Agent's fee; and

WHEREAS, NCA Comp has provided quality management services in the past; therefore be it

RESOLVED, That the Board of Education approve the Agreement, attached hereto, with NCA Comp to act as Service Agent for workers' compensation matters for the period July 1, 2016, through June 30, 2017; and

RESOLVED, That NCA Comp be paid a fee of \$49,267.00 annually at a rate of \$4,105.58 per month for the duration of the contract; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

SELF-INSURED WORKERS' COMPENSATION ADMINISTRATIVE AGREEMENT

THIS AGREEMENT, is made this first day of July, 2016, by and between The City School District of the City of Niagara Falls, New York hereinafter referred to as the Client, incorporated under the laws of the State of New York and having its office for the transaction of business in Niagara Falls, New York, and NCAComp, Inc., a domestic corporation organized under the laws of the State of New York, having an office for the Transaction of business at 14 Lafayette Square, Ste 700, Buffalo, New York 14203, hereinafter referred to as the Service Representative.

WITNESSETH

WHEREAS, Client has duly qualified certain of its legal entities as Self-Insurers under the Workers' Compensation Laws of the State of New York, and desires to provide for claim and administrative services in connection with its self-insurance program and investigation and handling of claims arising under the Workers' Compensation Laws in connection with the past, present or future self-insured operations of the Client in said state, and:

WHEREAS, the Service Representative is engaged in the business of providing the desired services.

NOW, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I

TERM: The Client hereby retains the Service Representative to perform the services hereinafter enumerated for the term of one (1) year beginning July 1, 2016 and ending June 30, 2017, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to terminate to the Service Representative between July 1 and September 1 of each year of the original term and the renewed term of this Agreement. Client agrees to pay the Service Representative the fees and remuneration hereinafter provided for; and the Service Representative hereby accepts such retainer and agrees to perform such services for the Client for the duration of such terms and agrees to accept in full payment for such services, said fees and remuneration.

ARTICLE II

SERVICES TO BE PROVIDED:

The services to be performed by the Service Representative are the following, insofar, as they connected with the Client's operation in the State of New York:

1. Preparation of workers' compensation forms SI-4, SI-4.1, SI-4.2, SI-10.1, SI-10.1M and GA1.6 for the Self-Insurance Office as required by the Laws of New York.
2. Making periodic visits to the State Self-Insurance Office to discuss increases and decreases of security deposit and the general status of self-insurance.
3. Preparation and filing of claim forms required by the Workers' Compensation Law.
4. Maintain complete claim files.
5. Investigating claims under the said Workers' Compensation Law as Service Representative deems appropriate. All costs of such investigations shall be charged to the claim file. These costs will not be incurred without the consent and approval of the Client.
6. Preparing and mailing compensation payment drafts or checks.
7. Preparing and providing monthly or quarterly reports of accidents which have been reported to the Service Representative by the Client, together with cost summaries, whenever requested by the Client.
8. (a) Arrange for representation at Workers' Compensation hearings before Administrative Law Judges of the Workers' Compensation Board by licensed or legal representative with the cost of such representation being paid as a claim file expense.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

- (b) Implementing Client's instructions to refer to and cooperate with legal counsel, designated by the Client, on selected claims for handling in either administrative or court proceedings, with the cost thereof being borne by the Client; and
 - (c) Withdrawing representation for the Client in those claims where the Service Representative cannot adequately represent the interests of multiple employers with respect to a single claimant and the Client is likely to be adversely affected by the Service Representative's multiple representation, where upon the Client will retain legal counsel of its choice, at its own expense, to serve as the employer's representative in all such claims.
9. In the event of an appeal, retaining competent legal services to execute said appeal and provide representation, if necessary at Board Panel hearings with such expenses to be treated as a claim file expense.
 10. In the event of an appeal of the Appellate Court, the Service Representative will recommend legal counsel to the Client. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be borne by the Client and paid as a claim file expense.
 11. Provide and/or coordinate medical case management when, in the judgment of the Service Representative, it is in the Client's best interest. Case management expenses are to be paid as a claim file expense.
 12. Arrange for the review of all medical bills for conformance with the New York WC fee schedule and reduce these bills to the proper amount when the fee schedule is exceeded. Charges for bill review services are to be paid as a claim file expense.
 13. Create customized reports for client when requested to do so. Any necessary charges for this service will be passed through Service Representative to Client at cost, without markup.
 14. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. The Service Representative agrees to turn over to the Client all records pertaining to this program at the completion of this agreement. Client shall pay any expenses of transferring data to Client at the end of this Agreement.
 15. Maintain bonding in accordance with prudent practices and supply Client with evidence of bonding upon request.
 16. The services herein provided for will also be performed in connection with any existing self-insured claims.
 17. When Service Provider is the Broker of Record on the Client's excess workers' compensation insurance policy, to make the required reports to the excess carrier including the first report of injury. When specific or aggregate excess claims are established, to make periodic reimbursement requests to the excess carrier on behalf of the Client.

ARTICLE III

THE CLIENT AGREES:

1. To promptly report to the Service Representative all accidents coming to its attention involving any of its employees in New York. These reports shall be on forms as directed by the New York Workers' Compensation Board.
2. To pay to the Service Representative as full compensation for services as enumerated herein, an annual fee amounting to \$49,267 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

- (a) On the first day of July 2016, and on the first day of each month thereafter during the term of this Agreement, the sum of \$4,105.58
 - (b) In addition to Service Provider's fee, Client shall be responsible for all claim file expenses identified herein.
- 3. Reasonable charges may be made by the Service Representative for complying with new regulations or new reporting requirements that may be adopted by the Workers' Compensation Board or any other regulations adopted by any other government agency which requires the Service Representative to invest in new software and/or hardware. Service Representative shall notify the Client at least 30 days prior to additional charges. Additional charges shall be negotiated with the Client but in no event shall exceed 5% of the annual contract price.
- 4. To provide sufficient funds in the claims account to enable Service Representative at all times to pay Claims and Loss Adjustment Expenses in accordance with the terms and conditions of this Agreement.
- 5. To authorize and hereby does authorize Service Representative to withdraw from the claims account such funds as may be necessary to enable Service Representative to pay claims, claim expenses and the Service Representative Fee referred to in paragraph 2 and 3 of Article III.
- 6. To pay the cost of programmers' time (at a rate not to exceed the cost to the Service Representative, without markup) required to create customized reports which are requested by the Client. This includes the cost to create an online environment to allow Client direct access to their claim files on the Service Representative's computer system.
- 7. To indemnify and hold Service Representative harmless from and against any and all expenses incurred by Service Representative by reason of claims or allegations of third parties in connection with the performance of this Agreement including any damage or expense incurred by reason of (i) any act or omission of Service Representative taken or omitted to be taken at the direction of Client; (ii) Service Representative being named in litigation in connection with or related to its services hereunder; (iii) Service Representative failure to settle a Claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent, or willful act, error or omission by Service Representative); or (iv) Service Representative's failure to pay any claim or Loss Adjustment Expense on a timely basis due to Client's failure to comply with Article III, Paragraphs 3 and 4 hereunder.

ARTICLE IV

INSURANCE:

To the fullest extent permitted by law, the Service Representative shall indemnify and hold harmless the Client, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the second party and its agents, servants and/or employees.

The Service Representative shall maintain general liability insurance in amounts acceptable to the second party. All policies shall name the Client as an additional part insured. Certificates of insurance shall be filed with the Client prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that the coverage afforded under the policies will not be cancelled until at least thirty days prior written notice given to the Client

Service Representative is responsible for all withholding taxes, insurances and unemployment.

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

ARTICLE V

GOVERNING LAW:

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of New York.

ARTICLE VI

INVALID PROVISIONS:

In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with applicable law, then the validity of the other provisions of this Agreement shall not be deemed to be adversely affected but shall remain in full force and effect.

ARTICLE VII

AMENDMENT AND WAIVER:

No amendment or waiver of any provision of this Agreement, and no consent to any departure therefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No notice or any other communication given by one party hereto to the other party shall be construed to constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

ARTICLE VIII

ENTIRE AGREEMENT:

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exists no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

ARTICLE IX

NOTICES:

All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to Service Representative:

NCAComp, Inc.
Rand Building, Suite 700
14 Lafayette Square
Buffalo, NY 14203

If to Client:

City School District of the City of Niagara Falls
630 66th Street
Niagara Falls, NY 14304

6.17 APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM—JULY 1, 2016 TO JUNE 30, 2017 (cont'd.)

ARTICLE X

ASSIGNMENT:

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE XI

BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

ARTICLE XII

DISPUTE RESOLUTIONS:

Any disputes under this Agreement shall be finally determined by a single arbitrator in arbitration proceedings, which may be brought by either party, in Buffalo, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event of any arbitration in any way arising out of or relating to this Agreement, each party shall pay their own costs and expenses. Notwithstanding the foregoing, either party may at its option avail itself of any and all legal remedy it has in law or in equity including commencing an action at law for damages resulting from the claimed violation of any provisions of this Agreement, upon giving the other party 30 days notice of its intention to commence such action instead of proceeding with arbitration.

ARTICLE XIII

COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

For: City School District of the
City of Niagara Falls, NY

For: NCAComp, Inc.

By: _____

By: _____

Name: _____

Name: Erin G. Jordan

Title: _____

Title: VP, Business Development

Date: _____

Date: _____

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.18 APPROVAL OF AGREEMENT WITH HANCI (CATARACT) FOR UNIVERSAL PRE-SCHOOL SITE 2016-2017

Mr. Petrozzi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That at the meeting of July 7, 2016, the Agreement between the Niagara Falls City School District and HANCI be approved; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment.

UNIVERSAL PRE-SCHOOL SITE AGREEMENT HANCI – CATARACT SITE

This Agreement, made this first day of September 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the Health Association of Niagara County, Inc. (HANCI), 1302 Main Street, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2016-17 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$56,300 to be broken down into four (4) payments:

\$14,075 October 1; \$14,075 December 1; \$14,075 March 1; and \$14,075 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.

**6.18 APPROVAL OF AGREEMENT WITH HANCI (CATARACT) FOR
UNIVERSAL PRE-SCHOOL SITE 2016-2017 (cont'd.)**

5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall commence September 1, 2016 and terminate June 30, 2017 provided, however, that in the event the Agency is unable to enroll students or fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.19 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR TWO (2) 4-YEAR OLD PROGRAMS FOR UNIVERSAL PRE-SCHOOL SITE 2016-2017

Mr. Petrozzi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That at the meeting of July 7, 2016, the Agreement between the Niagara Falls City School District and LaSalle Early Childhood Center, Inc. Prekindergarten – for a 4-Year Old Program for Universal Prekindergarten be approved; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment.

UNIVERSAL PRE-SCHOOL SITE AGREEMENT LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN-4 YEAR OLD PROGRAM

This Agreement, made the first day of September 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN- FOR A 4-YEAR OLD PROGRAM, 8477 Buffalo Avenue, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2016-17 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$56,300 to be broken down into ten (10) payments of \$5,630 each payable on the 30th of each month commencing with September 30, 2016, to service Universal Prekindergarten students. Payment will be promptly made by the School District upon receipt of money from the State Education Department

6.19 APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC. PREKINDERGARTEN – FOR TWO (2) 4-YEAR OLD PROGRAMS FOR UNIVERSAL PRE-SCHOOL SITE 2016-2017 (cont'd.)

4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall commence September 1, 2016 and terminate June 30, 2017 provided, however, that in the event the Agency is unable to enroll or fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA)

) ss:

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.20 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2016-2017

Bishop Dobbs moved for approval of the following resolution. Mr. Vilardo seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That at the meeting of July 7, 2016, the Agreement between the Niagara Falls City School District and the YMCA Buffalo Niagara Falls Branch be approved; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment.

UNIVERSAL PRE-SCHOOL SITE AGREEMENT YMCA BUFFALO NIAGARA FALLS BRANCH HARRY F. ABATE ELEM. SCHOOL

This Agreement, made July 7, 2016 by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the YMCA Buffalo Niagara Falls Branch, 1317 Portage Road, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2016-17 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.
2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$56,300 to be broken down into four (4) payments:

\$14,075 October 1; \$14,075 December 1; \$14,075 March 1; and \$14,075 June 1. Payment will be promptly made by the School District upon receipt of money from the State Education Department.

6.20 APPROVAL OF AGREEMENT WITH THE YMCA BUFFALO NIAGARA FALLS BRANCH FOR UNIVERSAL PRE-SCHOOL SITE (HARRY F. ABATE ELEMENTARY SCHOOL) 2016-2017

4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall commence September 1, 2016 and terminate June 30, 2017 provided, however, that in the event the Agency is unable to enroll 16 students per class or if it initially enrolls 16 students per class but fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel

Board of Education President

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

[illegible]

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The aforementioned resolution was passed 8 – 1 with (voter?) voting no on the motion.

6.21 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS TO PROVIDE ALL SERVICES FOR THE BILLING AND COLLECTION OF PROPERTY TAXES FOR REAL PROPERTY TAXES LEVIED BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Mr. Jocoy moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District levies an amount taxes each year as a portion of its total revenues to support the operations of the District; and

WHEREAS, The District is responsible for the collection of taxes from residents (homestead) and businesses (non-homestead) derived from the budget approved tax levy amount; and

WHEREAS, The District has appointed the Administrator of School Business Services as its Tax Collector; and

WHEREAS, The District has contracted in the past to use the City of Niagara Falls as its agent to perform the services of billing and collection of the School District tax levy; and

WHEREAS, The District wishes to continue this agreement for the 2016-2017 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2015-2016) of \$61,692.94 increased by the Regional Northeast CPI for calendar year 2016, when it has been determined, which includes the cost of postage; therefore be it

RESOLVED, That the Board of Education hereby agrees to retain the services of the City of Niagara Falls for the purpose of providing all necessary services for the billing and collection of the School District's tax levy for 2016-2017; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and be it further

RESOLVED, That the President of the Board be and he hereby is authorized and directed to execute the Agreement; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT BETWEEN CITY AND SCHOOL BOARD FOR THE COLLECTION OF SCHOOL TAXES

The City of Niagara Falls will accept all responsibility for the billing and collection of property taxes for real property taxes levied by the City School District of the City of Niagara Falls. Funds will be deposited into City School District of the City of Niagara Falls accounts daily, with records available to the City and School District. The City will provide the School District with an electronic record of the tax roll and the City will process school tax searches and necessary inquiries.

Monthly reports of paid and unpaid taxes and deposits will be furnished to the School District as well as a final paid and unpaid tax register as of the end-of-the-month tax collection period.

6.21 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS TO PROVIDE ALL SERVICES FOR THE BILLING AND COLLECTION OF PROPERTY TAXES FOR REAL PROPERTY TAXES LEVIED BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (cont'd.)

The School District will compensate in fiscal year 2016-2017 the City of Niagara Falls the amount of \$61,692.94 plus the CPI increase for calendar year 2016 when it has been determined, which compensation shall include postage.

In the event that the banks which assist in tax collections at any point withdraw their waiver of fees the School District will additionally pay all bank fees.

The contract period will begin July 8, 2016 and end on June 30, 2017. Payments will be due from the School District by January 15 of each paid fiscal year. The City of Niagara Falls agrees to bill the District annually after the CPI for the calendar year 2016 has been determined. Payment shall be made within thirty days of such billing.

City School District of City of Niagara Falls authorizes and the City of Niagara Falls accepts establishment of the City Treasurer's Office as an authorized facility for payment of non-delinquent school taxes. The City shall deposit these payments daily at a banking institution specified by School District.

The Agreement is terminable by 30 days written notice at the discretion of either party. In the event the Agreement is terminated, the base fee of \$61,631.30 plus the CPI for calendar year 2016 will be calculated on a per diem rate for the year in which the Agreement is terminated.

CITY OF NIAGARA FALLS, NEW YORK

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Mayor

President

CITY CLERK

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2016

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2016 (cont'd.)

WHEREAS, The District is obligated to provide a summer camp experience for Early College High School Students; and

WHEREAS, Niagara University will provide 4 summer camp experiences tailored to the students rising into either 9th, 10th, 11th or 12th grade of the Niagara Falls High School - Early College High School; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$40,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing July 7, 2016 and ending August 31, 2016; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for Early College High School Summer Camp 2016; and further

RESOLVED, That the agreed upon fee for the period July 7, 2016 through August 31, 2016, is not to exceed \$40,000.00; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
SERVICE CONSULTANT
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 7th day of July 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY, P. O. Box 1930, Niagara University, New York 14109, (hereinafter "University").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of University. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of the Early College High School Summer Camp for students rising into grades 9, 10, 11, or 12, and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2016 (cont'd.)

2. Professional services and duties of the University: The University shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Early College High School Summer Camp **2016**:

- a) A supervised summer camp experience for rising 12th grade students during the months of July 2016 and August 2016, on dates to be mutually agreed upon, where students will be given the opportunity to participate in two (2) separate college credit bearing courses on campus;
- b) A supervised summer camp experience for rising 11th grade students during the months of July 2016 and August 2016, on dates to be mutually agreed upon, where students will be given the opportunity to participate in one (1) college credit bearing course on campus;
- c) A supervised summer camp experience for rising 9th and rising 10th grade students during the months of July 2015 and August 2015, on dates to be mutually agreed upon;

All of the functions will be performed by the party of the University or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. The University and/or its subcontractor shall possess a thorough knowledge of language arts and mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to University. Upon receipt of a payment invoice, the District shall pay to the University its services hereunder a sum not to exceed \$40,000.00. Payment checks payable to the order of the University shall be deemed full payment to and acquittance by the University.

5. Indemnification. To the fullest extent permitted by law, the University shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. The University and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The University and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2016 (cont'd.)

7. Term of Contract. This contract shall be effective from July 7th 2016 to August 31st 2016, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Indemnification Clause: The University shall to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

9. Insurance Clause: The University shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

10. Assignment: The services to be rendered by the University under this Agreement are unique and personal. Accordingly, the University party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

11. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NIAGARA UNIVERSITY

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.22 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA UNIVERSITY FOR EARLY COLLEGE HIGH SCHOOL SUMMER CAMP 2016 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/16—06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District desires to retain Battaglia & Associates Resource Development Consultants, Inc. as an independent consultant to render professional grant application preparation services; and

WHEREAS, The current term of this Contract for such purpose is July 7, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Attachment A); therefore be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the City School District of the City of Niagara Falls and Battaglia & Associates Resource Development Consultants, Inc., attached hereto, be approved; and be it further

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/16—06/30/17 (cont'd.)

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 3rd day of July, 2015 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Battaglia & Associates Resource Development Consultants, Inc., 4498 Main Street, Suite22, Amherst, NY 14226, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
- c. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for her services as per "Attachment A". The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/16—06/30/17 (cont'd.)

In addition to payment upon invoice for duties performed per “Attachment A”, in the event the Superintendent of Schools requests that the Consultant(s) attend seminars and/or conferences pertinent to potential grant opportunities which may benefit the District, its students, staff and programs, the second party shall also submit invoices and receipts for travel and attendance at such seminars and/or conferences. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. License: The second party shall have a valid NYS Fundraising Council License as required by the New York State Office of the Attorney General.

6. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker’s Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

7. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

8. Term of Contract: This contract shall be effective from July 7, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

9. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marie Battaglia

President, Board of Education

ATTACHMENT A
Battaglia & Associates Resource Development Consultants, Inc.
Fee Schedule
July 7, 2016 – June 30, 2017

The following fees apply for clients choosing grant preparation services on a project-by-project basis:

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/16—06/30/17 (cont'd.)

Service	Fee Not to Exceed
Federal grant preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation (e.g. letters of support, resumes, etc.), draft of budget and budget narrative, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, where they must be sent, how they must be bound, etc.)	\$6,250
State/local public funding source grant preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation if needed (e.g. letters of support, resumes, etc.), draft of budget and budget narrative, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, where they must be sent, how they must be bound, etc.)	\$3,125
Foundation/corporate proposal preparation , including research to support need statement, meeting with staff to develop goals, objectives and evaluation design, coordination of supporting documentation if needed (e.g. letters of support, resumes, etc.), draft of budget and budget narrative as needed, preparation of required forms, proposal revision, delivery to client of proposal with instructions for mailing (e.g. number of copies, to whom and where they must be sent, etc.)	\$1,250
Pre-Proposal Fee for grants and foundation requests	\$500

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.23 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION —BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 7/7/16—06/30/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LANGUAGE INTELLIGENCE, LTD JULY 8, 2016 - JUNE 30, 2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide appropriate education services to students for whom English is a Second Language; and

WHEREAS, The District will provided qualified interpreters/translators for ESL students upon request, on an as-needed basis through a Contract with Language Intelligence, Ltd. which provides qualified interpreters/translators to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract vary depending upon the level/complexity of service required as outlined in the attached contract; and

WHEREAS, The Contract shall be effective for a term commencing July 8, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the Board hereby approves the Contract with Language Intelligence, Ltd. to provide qualified language interpreter/translators for students for whom English is a Second Language upon request, on an as-needed basis, a copy of which is attached ([BoardDocs, see "Meetings", 2016, 7/7/16, 6, 6.24](#)), for a period commencing July 8, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.24 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LANGUAGE INTELLIGENCE, LTD JULY 8, 2016 - JUNE 30, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 8, 2016 – JUNE 30, 2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District has utilized the services of U.S. Security Associates, Inc to provide daily security services for bank deposit pick-ups from all District schools.; and

WHEREAS, The District desires to desires to affirm and continue its contractual relationship with U.S. Security Associates, Inc; and

WHEREAS, The agreed upon fee for the services rendered by U.S. Security Associates, Inc. may be found in the attached contract; and

WHEREAS, The Contract shall be effective for a term commencing July 3, 2015 and ending June 30, 2016; therefore be it

RESOLVED, That the Board hereby approves the Contract with U.S. Security Associates, Inc to provide daily security services for bank deposit pick-ups from all District schools, a copy of which is attached; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 8, 2016 – JUNE 30, 2017 (cont'd.)

**CONTRACT FOR PROFESSIONAL
SERVICE
BY INDEPENDENT CONTRACTOR
U.S. Security Associates, Inc. Agreement**

This agreement for security and/or patrol services is made between, U.S. Security Associates, Inc., 625 Delaware Avenue Suite 200, Buffalo, New York 14202 and, City School District of The City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 commencing July 8, 2016 – June 30, 2017.

U.S. Security Associates, Inc. and City School District of the City of Niagara Falls mutually agree to the following:

1. U.S. Security Associates, Inc. will provide daily security services for bank deposit pick-ups from all District schools located within the City of Niagara Falls.
2. U.S. Security Associates, Inc. services will be provided by one unarmed uniformed security officer. The security officer will provide his/her own transportation for the bank deposit pick-ups at no cost to the School District.
3. U.S. Security Associates, Inc. shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

U.S. Security Associates, Inc. shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

Rates:

1. U.S. Security Associates, Inc. will be compensated for services not to exceed Twenty (20) hours per week in accordance with the following rate schedule:
 - a. Straight Time \$18.92 per hour
 - b. Overtime (1.5) \$28.38 per hour
 - c. Holiday Time (1.5) \$28.38 per hour
2. Service will be billed monthly. Payment is due upon receipt of the bill.

Termination:

1. This agreement shall commence July 8, 2016 and terminate June 30, 2017 provided however this Agreement may sooner terminate upon either party giving the other 30day written notice of its intention to so terminate the Agreement. Changes may likewise be initiated by either party, in writing, 30 days prior to effective date of the change.

For City School District of The City
Of Niagara Falls

For U.S. Security Associates Inc.:

Name

Name

Title

Date

Title

Date

6.25 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND U.S. SECURITY ASSOCIATES, INC. FOR JULY 8, 2016 – JUNE 30, 2017 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/8/2016-6/30/2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District desires to enter into an agreement with FJC Security, Inc. as a consultant in the areas of safety and security programs for grades Pre-K-12; and

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/8/2016-6/30/2017 (cont'd.)

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with FJC Security, Inc. for consulting services for the period beginning July 8, 2016 and terminating June 30, 2017; and

WHEREAS, The fee for these services shall be paid at a rate of \$20,970.72 and be paid at the rate of \$1,747.56 per month for 12 months with the last payment due June 30, 2017; therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Safety/Security Programs between the School District of the City of Niagara Falls, New York and FJC Security, Inc., attached hereto, be approved; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This Agreement, made this 8th day of July 2016, by and between the **City School District of the City of Niagara Falls, New York**, 630-66th Street, Niagara Falls, New York 14304, the First Party, and **FJC Security, Inc**, 243-83rd Street, Niagara Falls, New York 14304, the Second Party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an Independent Contractor to render to the First Party Professional Consulting Services in the area of security/safety hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to security/safety and shall include by not be limited to the following:
 - a. Develop security and safety programs for Pre-K-12 students
 - b. Oversee the police security program for all schools
 - c. Oversee the safety officers appointed by the District
 - d. Develop teacher training programs in the area of safety
 - e. Oversee the School District's Safety Committee

All of these functions shall be performed in consultation with the Superintendent of Schools. The consultant should possess a thorough knowledge of security and safety procedures.

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/8/2016-6/30/2017 (cont'd.)

3. Relationship Between the Parties. The Second party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the Professional Consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of Independent Contractor only, and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of Independent Contractor.
4. Compensation to the Second Party. Upon receipt of an invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party for his services hereunder \$20,970.72 payable in twelve (12) installments of \$1,747.56 commencing on August 1, 2016 and the first day of each month thereafter with the last payment due on June 30, 2017. Payment checks payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.
6. Taxes and Insurance. The Second Party is responsible for all withholding taxes, insurance, unemployment and Worker's Compensation insurance as required by law. The Second Party shall maintain general liability insurance in amounts acceptable to the First Party, naming the First Party as an additional part insured. A Certificate of Insurance shall be filed with the First Party prior to the commencement of services.
7. Term of Contract. This Contract shall be effective from July 8, 2016 and continue through June 30, 2017, provided that any Party may at any given time terminate this Contract in all respects by giving to the other Party fifteen (15) days advance written notice of its election to terminate the same.
8. Assignment. The services to be rendered by the Second Party under this Agreement are unique and personal. Accordingly, the Second Party shall not transfer or assign any of the duties or obligations under this Agreement, and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement. This Agreement contains the entire Agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FJC SECURITY, INC.

CITY SCHOOL DISTRICT OF CITY
OF NIAGARA FALLS, NEW YORK

Francis J. Coney Jr. President

Board President

6.26 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR SAFETY/SECURITY PROGRAMS—FJC SECURITY, INC. 7/8/2016-6/30/2017 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared FRANCIS J. CONEY JR., President of FJC Security, Inc. to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/1/16 – 06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, T.E.M.P. LLC will provide services pertaining to training teachers in using technology, and the integration of technology in the classroom to support district technology and curriculum initiatives; and

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/1/16 – 06/30/17 (cont'd.)

WHEREAS, The agreed upon fee for trainers for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 1200 hours for an average of 30 to 40 hours per week spread across multiple trainers; and

WHEREAS, The RTI Tier 3 interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 150 hours per week for a total not to exceed 2700 hours for up to 18 individuals performing the services.; and

WHEREAS, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2016 and ending June 30, 2017; therefore, be it

RESOLVED, That the contract for professional consultant services by an independent contractor for professional development services between the City School District Of The City Of Niagara Falls and T.E.M.P., LLC be approved; and

RESOLVED, That the agreed upon fee for the period July 1, 2016 through June 30, 2017 is forty-five dollars (\$45.00) per hour, for an average of 30 to 40 hours per week spread across multiple trainers; and

RESOLVED, The RTI interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 150 hours per week for a total not to exceed 2700 hours for up to 18 individuals performing the.; and

RESOLVED, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this first day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and T.E.M.P., LLC, 8649 Hennepin Avenue, Niagara Falls, NY 14304, (hereinafter "T.E.M.P., LLC").

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/1/16 – 06/30/17 (cont'd.)

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Performance in support of District Technology Initiatives
- b) Provide technology training for teachers using district technology resources
- c) Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his/her designee. T.E.M.P., LLC shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P.,LLC., Upon receipt of payment invoices, the District shall pay to T.E.M.P.,LLC for its services hereunder, a sum of:

- For trainers: Forty-five (\$45.00) per hour not to exceed 40 hours of service per week and 1200 hours for the term of this contract for 4 individuals performing the services.
- For interventionists: Thirty (\$30.00) per hour not to exceed 150 hours per week and 2700 hours for 18 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- For assessment scorers: Forty-five (\$45.00) per hour not to exceed 150 hours per week and 300 hours for 14 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- Payment checks payable to the order of the T.E.M.P., LLC shall be deemed full payment to and acquittance by the T.E.M.P., LLC.

5. Indemnification. To the fullest extent permitted by law, T.E.M.P., LLC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/1/16 – 06/30/17 (cont'd.)

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

T.E.M.P., LLC

By _____
President

City School District of City Of
Niagara Falls

By _____
President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.27 APPROVAL FOR CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM. – T.E.M.P., LLC FROM 07/1/16 – 06/30/17 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified sign language interpreters for deaf students upon request, on an as needed basis; and

WHEREAS, The District desires to continue a contractual relationship with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$120.00 minimum charge for the first one hour and a half of service and \$130.00 for two hours of service. It will be \$55.00 for each additional hour; or the premium rate, if requests are made with less than one full business days' notice, of \$130.00

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

minimum charge for the first one hour and a half, \$140.00 for two hours of service and \$60.00 for each additional hour. If Special Circumstance requests are made after business hours the rate is \$140.00 for the first hour and a half and \$150.00 for two hours of service. A charge of \$65.00 for each additional hour, will be billed; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2016 and ending on June 30, 2017; therefore be it

RESOLVED, That the Board hereby approves the Contract with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$120.00 minimum charge for the first hour and a half of service, \$130.00 for two hours of service and \$55.00 for each additional hour; and the premium rate, if requests are made with less than one full business days' notice, of \$140.00 minimum charge for the first hour and a half of service and \$150.00 for two hours of service and \$60.00 for each additional hour; and special circumstances rate will be \$65.00 per hour of service for a period commencing July 1, 2015 and ending on June 30, 2016; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

service
bridges, inc.

Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between **Service Bridges, Inc.** and the **City School District of the City of Niagara Falls** commencing. We mutually agree to the following:

1: Service Bridges will provide certified or qualified sign language interpreters for Deaf individuals upon request to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with Deaf, Hard of Hearing and Deaf-Blind people.

2: Future request(s) from (customer business name) will be given preferential treatment because of this agreement.

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

3: Service Bridges will provide interpreting service subjected to availability of the limited number of freelance sign language interpreters in the region however every effort will be maximized to secure an interpreter for all pre-scheduled requests.

4: Service Bridges will retain transparency by reaching out to the customer to potentially reschedule an appointment date with the Deaf client if interpreters are not available within a time frame of the request.

5: Service Bridges ensures interpreters are supplied through skill level verification through in-house assessment from a team of certified assessors.

6: Interpreters are independent contractors identified with appropriate credentials, skill level and training, conditions and rates, and will maintain the professional code of conduct regulating ethical behavior and confidentiality as spelled out by the Registry of Interpreters for the Deaf.

7: While not always guaranteed, preferential request for specific interpreter(s) is considered a courtesy request however the communication preference is given to Deaf individuals in an assignment.

8: Service Bridges reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally assignments exceeding 2 hours or any assignment with continuous, non-stop presentations such as lectures, meetings, groups or legal type meetings where there are two separate parties are represented with two different sides/points of view will require team (2 or more) interpreters.

Notifying Service Bridges for Interpreting Service Requests

Service requests shall be confirmed either by phone, online, email or fax through our Lead Scheduler from Monday through Friday between 9:00am to 5:00pm. All requests should be made at least 48 hours in advance however requests made less than 48 hours are subjected to Premium rates (refer to Rates section).

Procedures

When requesting an interpreter, please provide the following information:

- A) Date of service needed
- B) Time span of service (start time and end time)
- C) Address of assignment including cross street, room numbers, building, parking location and fees and other pertinent information
- D) Contact person at the interpreting site and direct phone/cell number
- E) Nature of the assignment (1:1 meeting, computer training, new employee orientation, nature of medical appointment, etc.)
- F) Billing information (authorized person, attention to whom and PO # if required).

Confirmation:

The paying customer or authorized person's signature is required to acknowledge the confirmation of service request referencing to the phone call, email or on line request.

Changes or Cancellations:

Changes or cancellation for assignments lasting two hours or less will require greater than 2 business days advance notice. Changes or cancellation for assignments lasting longer than two hours will require a greater than 3 business days advance notice of cancellation. The full quoted amount is charged if there is less than 2 or 3 business days advance notice of cancellation respectively.

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

Rates:

Rates for interpreting service longer than 3 hours is available, please contact us for incentives. Compensation for interpreting services is rendered at the following rates:

Standard Rate – *more than 48 hour notice given*

\$120.00	One hour and half (1.5) hours of service.
\$130.00	Two hours of service.

Premium Rate – *less than 48 hour notice given and/or assignments between 6:00pm-10:00pm EST*

\$130.00	One hour and half (1.5) hours of service.
\$140.00	Two hours of service

After Hours Rate – *assignments between 10:00pm – 7:00am EST, more than 48 hour notice given*

\$140.00	One hour and half (1.5) hours of service
\$150.00	Two hours of service

Incentives Available for Special Circumstances

Extended Time Requests After 2 hours

Standard Rate-	\$55.00 per additional hour
Premium Rate-	\$60.00 per additional hour
After Hours Rate-	\$65.00 per additional hour

Medical Offices *48+ hour notice required

\$110.00	- 1.5 hours of service
\$120.00	- 2.0 hours of service
\$50.00	per hour after 2 hours

*This rate may apply to mental health counseling, physiotherapy, dentist, surgeries and/or medical physician appointments.

Performance Rates

Determined on a case by case basis due to breadth of information and length of script.

Last Minute Requests

In the event of an unscheduled, same-day requests between 9:00am – 5:00pm, the premium rate applies. Confirmation of the last minute request is required before an assignment of interpreter is placed. Service will be billed as it is rendered and payment is due upon receipt of the bill at the completion of service.

Special Considerations

Service Bridges will charge the full amount if the interpreter arrives to the assignment and the client does not.

When more than one interpreter is required, charges apply per interpreter. When an assignment requires two interpreters and only one interpreter shows up for the assignment, the service provided by the single interpreter will be billed the same as if two interpreters completed the assignment.

If travel time is necessary, this time will be billed as additional hours. Travel time needed for work outside the 8 Western New York counties of travel charges will incur the federal mileage rate.

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

Language Issues

If the person is determined Deaf-blind, or has minimal language skills, or developmentally disabled or communicates in a foreign sign language, a certified Deaf Interpreter will be required in addition to a sign language interpreter due to the nature of required communication access. If more than one interpreter is not available, and a single interpreter completes the assignment, he/she may double bill and charges apply case by case basis.

Performance (Stage) Assignments

Preparation in advance for theater and performance assignments is required, and will be billed in addition to the performance time. In some cases, this may include providing a copy of the script and/or the interpreters' attendance at a rehearsal. Negotiation for such arrangements will be made in advance when necessary.

Classroom Assignments

Classes will be billed as a two hour minimum. Separate students are also billed as separate classroom assignments.

Exceptions

Consecutive classes scheduled for the same student are billed hourly as one job. When there is a break between classes that is less than 2 hours, for the same student, a retainer will be billed for that time in half hour increments. Determined on individual case basis, there may be special circumstances where a separate rate is established, as in the case of a student's involvement requiring extracurricular activities, sports or theater making arrangements with interpreter's preparation time when necessary.

Service Bridges will make every effort to maximize resources to minimize the institute's costs.

VR Sponsored Educational Activities

When a student is sponsored by VR services, part of the cost will be assumed by ACCES-VR. The remainder of the hourly classroom interpreting rate is the responsibility of the institute to request information on class background information and notifying educators. In the event of retainer fees, tutoring, special events, extracurricular activities, regardless of whether or not VR is covering the cost of the classroom interpreters will apply. If VR is not sponsoring a student, the school is responsible for the entire cost of the interpreting services.

Special Circumstances

VIDEOTAPING: All independent contractors will be notified if there will be videotaping of interpretation work performed in advance unless not known to Service Bridges. In general, videotaping must follow the following conditions: a) the Interpreter may request an unedited copy of the entire videotaped work within 15 days of the date of service for records and future use, b) the entity videotaping the likeness of an Interpreter will in no way profit from the use or reuse of the videotape in the future and c) the videotape will not be used for any illicit or illegal purposes in the future. Should these conditions not be met, videotaping will not be permitted otherwise the interpreter will relinquish the assignment, or will receive an additional fee negotiated between the Interpreter and Service Bridges before the event.

HOLD HARMLESS: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses including without limitation actual attorney's fees resulting from their own acts or omissions in connection

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

with the performance of this agreement. Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance as shall be necessary to insure them and their employees, agents, or affiliates against any claim or claims for damages arising by reason of the performance by the party of the obligations required by this agreement. All disputes regarding this agreement shall be settled in Niagara County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

AMENDMENTS: This agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party. All such amendments shall be attached and become a part of this agreement immediately upon full execution of each amendment.

MASSIVE CLOSURES: Inclement weather, natural or manmade disasters resulting orders from city, county and/or state governments mandating closures thus causing a cancellation of interpreting service will not be charged, and interpreters will not invoice for service due to the nature beyond of Service Bridge's control. Because we cannot control the actions of independent contractors, we cannot be held responsible in the event that an interpreter does not show up to a job. The customer will not be charged.

Authorized Individual

City School District of the City of Niagara Falls
630-66th Street Niagara Falls, NY 14304

Jason Goldstein, C.E.O.

Service Bridges, Inc.
8666 Buffalo Avenue, Niagara Falls, NY 14304

Date

Date

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.28 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND DEAF SERVICE BRIDGES INC. FOR JULY 7, 2016 – JUNE 30, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified specialized supports for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Supplemental Health Care who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$35.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Supplemental Health Care to provide qualified professionals for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$35.00 per hour for a period commencing July 7, 2016 and ending June 30, 2017; and

RESOLVED, That the Contract is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

SUPPLEMENTAL HEALTH CARE SCHOOL STAFFING SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of July, 2016, by and between SHC Services, Inc. dba Supplemental Health Care (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and City School District of the City of Niagara Falls, on behalf of itself, its schools and other facilities (hereinafter collectively referred to as the "Client") with its principle offices located at 630 66th Street Niagara Falls, NY 14304.

RECITALS

WHEREAS, SHC is a Delaware corporation in the business of providing supplemental staffing referral services to its clients on an as needed basis;

WHEREAS, the Client is a New York agency with the need to provide health care services to identified students served by the Client;

WHEREAS, Client desires to engage SHC to make available its pools of qualified health care professionals and to act as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary medical personnel ("Health Care Personnel") to supplement its staff; and

WHEREAS, SHC is willing to use its best efforts to recruit licensed and qualified Health Care Personnel to work shifts as described herein and at locations specified by Client;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

SHC OBLIGATIONS:

- a. SHC, upon request by Client, will use its best efforts to locate, recruit and assign Health Care Personnel to Client to supplement Client's existing staff.
- b. SHC shall only provide Health Care Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Health Care Personnel file, containing the following:
 - i. A completed application, which includes skills, specialties, and preferences.
 - ii. Documentation of special education or training.
 - iii. A minimum of two references, which reflect satisfactory performance within the job category.
 - iv. Verification of identity, credentials, and authority to work.
 - v. Copy of current license, Basic Life Support/CPR, registration or certification as required by position.
 - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client;
 - vii. Dates of employment and performance evaluations.
 - viii. Confirmation that a criminal background investigation and pre-employment drug screen were completed.
 - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d. SHC shall provide SHC orientation for all new Health Care Personnel, which includes but is not limited to, child and dependent adult abuse reporting obligations and procedures, and may also include Client-specific information upon Client request.

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

- e. Health Care Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before beginning work at Client.
- f. SHC will use its best efforts to assign Health Care Personnel who agree to follow the policies adopted by the Client, and provided to SHC, to protect the health and welfare of the Client's students.
- g. SHC will notify Client via written correspondence, fax, email or phone, of the initiation of any action, of which it becomes aware of, commenced for the purpose of suspending, revoking or limiting of any Health Care Personnel's license that is providing services to Client under this Agreement. Written description of SHC Quality Assurance process is available upon request.
- h. SHC will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal Statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap and/or marital status.
- i. SHC shall maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, SHC complies with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.
- j. All Health Care Personnel providing services pursuant to this agreement shall be considered employees of SHC, unless otherwise specified. Should the Client and SHC decide and agree in writing to use subcontractors or independent contractors to provide any of the Health Care Personnel required under this agreement, SHC ensures that all services will be performed under the same terms as defined in this agreement.
- k. SHC shall assume sole and exclusive responsibility for the payment of wages to Health Care Personnel for services performed by them for Client. SHC shall be responsible for all withholdings of federal and state taxes, maintaining worker's compensation insurance coverage in an amount and under such terms as required by state law, benefits (i.e. 401k, health insurance, dental insurance, etc.) and reimbursement of meals and lodging expenses as applicable where SHC and Client are entered into a reimbursement arrangement.
- l. SHC and all Health Care Personnel providing services pursuant to this agreement shall at all times keep confidential student information in accordance with New York state law and the federal Family Educational Rights and Privacy Act. As well as all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy laws and regulations regarding HIPAA and HIPAA training.
- m. SHC shall provide certification that all Health Care Personnel providing services pursuant to this agreement who will have direct contact with the Client's students have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse of a child.

2. CLIENT OBLIGATIONS:

- a. Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Health Care Personnel. Clinical competency will be determined by the appropriate Client administrator or supervisor and may be communicated to the company via written correspondence, fax, email or communicated via phone. However, Client, in its sole discretion, shall determine the suitability of Health Care Personnel to provide services for Client.

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

- b. Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified personnel. Client further acknowledges that the ability to attract and retain qualified Health Care Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, that SHC's database of Health Care Personnel constitute an asset of SHC and is confidential, proprietary and not disclosable to Client, and Client will take all steps necessary to avoid interfering with SHC's ability to attract or retain qualified Health Care Personnel.
- c. Client shall provide direction, supervision, management, and productivity expectations to Health Care Personnel while providing professional services under this Agreement and to the extent Health Care Personnel provide health-related services to Client's student's, will ensure such services comply with all treatment plans and is consistent with Client's students' best interests as determined by Client. Client agrees that SHC is not responsible for Health Care Personnel's productivity while on assignment and therefore Client will pay invoiced amounts in full without regard to productivity requirements placed on Health Care Personnel by Client.
- d. Client will not require Health Care Personnel to perform in a manner other than that which is reasonable and customary within their profession. Health Care Personnel shall not be called upon to perform services outside the general job description provided by Client or the education, licensing, certification, skills or clinical competence of the Health Care Personnel. Health Care Personnel must receive proper orientation to the policy, procedures and patient care area to which they are assigned, floated or reassigned, prior to providing patient care.
- e. Client shall provide and orientation to Health Care Personnel on the specific required information pertaining to the services to be provided to their students as well as training on its policies and procedures on the first day of their assignment. Client is responsible for providing Health Care Personnel with the specific reporting information for any suspected cases of abuse, required by the Client's policies.
- f. Client will immediately notify SHC via written correspondence, fax, email or phone, of the initiation of any licensing issues, clinical and patient care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding our Health Care Personnel. These include, but are not limited to: risk management actions or concerns; occupational/safety hazards, events or injuries; events or sentinel events of which Client is aware regarding SHC Health Care Personnel. Written description of SHC Quality Assurance process available upon request. Client will make available appropriate panel for peer review as necessary.
- g. Client will not discriminate in its employment or referral of Health Care Personnel on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap.
- h. Client agrees not to employ, either directly or indirectly, any Health Care Personnel that was first referred to Client by SHC, for one year after SHC makes its referral unless the conversion provisions set forth in Schedule A have been met.
- i. Client represents that it is not currently in the process of being investigated nor has been or is being indicted by any state or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs administered by, through or under any state or federal agency.
- j. Client may request that SHC terminate any Health Care Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training and experience; or fails to follow Client's policies and procedures, or fails to engage in accepted standards of care. Client will pay for all services performed through the date of termination. Client will provide specific basis for the request for termination, in writing, which will be referred to the Health Care Personnel and reported as required to state professional licensing standards.

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- k. Client will not give access to or entrust Health Care Personnel with confidential medical records in violation of HIPAA.
- l. Client acknowledges that SHC provides a valuable service to Client and that it will, pursuant to the terms of this Agreement and/or industry standards or practice, compensate SHC for those services.
- m. In the event any Health Care Personnel are injured in the performance of their duties for Client, Client shall cooperate with SHC in SHC's investigation and response to such claim.

3. COMPENSATION AND BILLING:

- a. SHC will bill Client weekly for its services in accordance with the rate schedule attached as Schedule "A" (Rate Schedule) and shall remain in effect for the term of the Agreement, unless SHC and Client agree in writing to a rate adjustment. SHC reserves the right to request an adjustment to the stated rates, due to increased employment costs, upon thirty (30) days written notice to the Client.
 - b. Mileage costs will be invoiced by SHC and paid by Client unless stated in the Rate Schedule.
 - c. The rates on Schedule A are inclusive of all costs associated with the specific assignment such as wages, payroll taxes, insurance, and meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. SHC and Client are entered into a reimbursable arrangement and SHC will maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section ("IRC") 274(d) and will provide this to the Client on the invoice.
 - d. Invoices are due and payable in accordance with the Client's State Prompt Payment Act, if applicable.
 - e. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within 14 days of receipt are conclusively presumed to be valid and accepted by Client.
 - f. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Health Care Personnel under this Agreement, this includes any of Client's billing issues based on Health Care Personnel's productivity requirements as defined by Client.
4. **TERM:** The term of this Agreement is twelve (12) months from the date first stated above, unless sooner terminated by either party under this Section. Either Party may terminate this agreement with 30 days written notice to the other party. The non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection, or any material breach of the Agreement.
5. **RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are independent contracting entities and do not create a joint venture, partnership or association under federal or state law. Client agrees it will make no payments to SHC's Health Care Personnel, nor promise to discuss any such payments to or with SHC's Health Care Personnel, without SHC's express written consent.

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- 6. INSURANCE:** SHC will maintain (at its sole expense) the following coverage's: Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence limit; \$2,000,000 annual aggregate; Professional Liability insurance in an amount of not less than \$1,000,000 per claim / \$3,000,000 aggregate; Automobile Liability of not less than \$1,000,000. General Liability policy shall name Client as an Additional Insured. SHC shall provide Client with a Certificate of Insurance on or before the commencement of any work under this agreement. The Certificate of Insurance shall include all pertinent endorsement forms, if required.
- 7. INDEMNIFICATION:** To the extent permitted by law, each party to this Agreement agrees that they shall hold harmless, indemnify and defend the Client, its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the other party, its agents, contractors or employees. This provision shall include all costs and disbursements, including with limitation court costs and reasonable attorneys' fees, and shall survive the termination of the Agreement. SHC agrees it will indemnify and defend Client against any claims by its Health Care Personnel for unpaid wages or for workers' compensation, subject to SHC's right of subrogation.
- 8. ACCESS TO RECORDS:** SHC will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. SHC shall ensure that such records are available for examination by the Client during SHC's normal business hours. SHC shall maintain such records for a period of three (3) years after the date of the invoice.
- 9. COMPLIANCE:** Performance under the Agreement shall be: (a) in accordance with all applicable federal, state, and local laws, rules, ordinances and regulation in force during the term of this Agreement. SHC shall do nothing that would jeopardize the Client's participation in the Medicare and/or Medicaid programs.
- 10. NON-APPROPRIATION:** It is understood and agreed between the parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this agreement, Client shall immediately notify SHC of such occurrence and this agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client of any kind whatsoever.
- 11. OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Health Care Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Health Care Personnel shall in no way be liable or legally responsible to anyone for the Client's use of any such materials, or following termination.
- 12. CONTINGENT FEES PROHIBITED.** The SHC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

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13. NOTICES:

- a. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

Client:

Attn: Dr. Michael F Lewis
630 66th Street
Niagara Falls, NY 14304

SHC:

Attn: Contracting
SHC Services, Inc.
1640 West Redstone Center Drive, Suite 200
Park City, UT 84098

- b. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- c. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- d. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

- 14. SUSPENSION AND DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signature below the parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

15. MISCELLANEOUS:

- a. The laws of the State of New York shall govern this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding maybe instituted. Any lawsuit concerning this agreement may be brought only in the County of Niagara, State of New York.
- b. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
- c. This Agreement gives no rights or benefits to anyone other than the SHC and the Client.
- d. This Agreement shall constitute the entire Agreement of the parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the parties with respect to the matters addressed herein. This Agreement may be modified at any time by mutual agreement of the parties, providing that such amendment is in writing and executed by both parties hereto.

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

- e. In the event that any clause in this Agreement is found to be invalid or unenforceable under the applicable laws, all other clauses are severable and will remain in full force and effect.
- f. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by exchange of facsimile copies showing the signatures of the parties hereto, and those signatures of the parties will constitute originally signed copies of the same Agreement requiring no further execution by the parties.
- g. The parties agree that the terms and conditions of this Agreement are confidential to the extent permitted by law. Neither party shall distribute this Agreement, or any part thereof, to other parties unless required by law or regulation.
- h. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.
- i. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

SHC SERVICES, INC. dba
SUPPLEMENTAL HEALTH CARE
By:

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS
By:

Name: Laeni Mazurkiewicz
Title:

Name:
Title:

SCHEDULE A

Bill Rates:

Specialty	Hourly Rate
PT	\$56-\$59
OT	\$56-\$59
SLP	\$57-\$60
PTA	\$38-\$44
COTA	\$38-\$42
RN	\$49
LPN	\$35

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

***Travel and local rates (if applicable) should be shown separately**

Billable Mileage or Transportation Costs: In the event that Client requires Health Care Personnel to travel between facilities during any work day, mileage between facilities will be billed to Client at the current IRS approved per mile rate.

Billable Meals and Lodging Costs: rates are inclusive of meals and lodging costs if incurred.

Billable Employment Conversion Costs: Any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly or through another Agency for one year following the termination of the assignment for any reason. However, any Health Care Personnel may become an employee of the Client with no additional fee following the completion by that individual of 1040 hours of service at the Client facility. If less than 1040 hours of service are completed and Client desires to make a Health Care Personnel a direct employee, Client agrees to pay SHC a conversion fee of \$7,000 for the positions of PT/OT/SLP/RN and \$5,000, for the positions of PTA/COTA/LPN/LVP and \$2,500 for C.N.A.

Billable Shift or Assignment Cancellation Terms:

- a. **Cancellation of Travel Assignments:** Client shall provide SHC with a minimum, of thirty (30) days written notice for the cancellation of any Travel Assignments under this Agreement. SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than thirty (30) days' notice is provided Client shall pay the contracted amount for the Health Care Personnel for the actual time worked as well as the amount outstanding as if they had worked the full thirty (30) day notice.
- b. **Cancellation of Per Diem Assignments:** A Twenty-four (24) hour cancellation of PRN shifts is required; otherwise a four (4) hour minimum billing for PRN Shifts will be assessed.

*All rates include payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.

[illegible]

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.29 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHC SERVICES INC., D/B/A SUPPLEMENTAL HEALTH CARE, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this ____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary mobility services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the attached Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and certified Orientation & Mobility Instructors (O&Ms) for vision – impaired students upon request, on an as needed basis, a copy of which is attached, contract services effective July 7, 2016 and ending June 30, 2017 at fees described in the attached agreement; and

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.



THIS SERVICE AGREEMENT made as of this July 1, 2016 between City School District of the City of Niagara Falls, Office of Special Education, 630-66th Street, Niagara Falls NY 14303 (the "District") and **ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED** d/b/a Olmsted Center for Sight, a New York not-for-profit corporation with offices at 1170 Main Street, Buffalo, New York 14209, (the "Contractor").

WITNESSETH:

WHEREAS, the District, which, among other things, provides intervention and services for children with sensory integration needs, vision and/or hearing impairments and other developmental disabilities; and

WHEREAS, the Contractor employs specially trained Orientation & Mobility (O&M) Specialists and Teachers of the Visually Impaired (TVI) and provides specialized vision rehabilitation services (the "Services"), and

WHEREAS, the District wishes to contract with the Contractor for vision rehabilitation services for students who are visually impaired at the District from time to time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. ARTICLE ONE

II. Engagement

1.1 Subject to the terms hereof, the District hereby engages Contractor to provide the appropriate credentialed specialist providers to provide the contract services indicated in **Appendix-A** for students who are visually impaired at the District and Contractor hereby accepts such engagement. District shall make available classroom or other space within the District suitable for the furnishing of the contracted Services hereunder.

1.2 Contractor shall make Services available to those students in the District who are from time to time determined by the District to be in need of such Services, in accordance with the Individualized Education Plan ("IEP") established for each student. The scheduling of Services shall be determined jointly by the parties, as shall the duration, frequency and type of Services to be provided for each student, consistent with the IEP for such student; provided, however, Services shall be scheduled during hours that District is in session.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

1.3 All Services shall be deemed rendered by and on behalf of the District and the District shall be responsible for assuring adherence to the IEP established for each student of the District receiving Services.

1.4 The Contractor shall at all times be acting as an independent contractor of the District. Under no circumstances shall any specialist provider be deemed an employee of the District, and the Contractor shall be deemed the employer of each specialist provider for all purposes.

1.5 All records and files of the District concerning Services provided to students of the District shall belong to and remain the property of the District; provided, however, during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall have the right to inspect and/or copy such records and files for any reasonable educational or business purpose with signed parental consent.

1.6 In the event that new and/or replacement equipment is necessary for instruction the instructor will notify the District. After District approval, such equipment pricing information will be included on the monthly invoice with the detailed information of recommended equipment.

III. ARTICLE TWO

Term

2.1 This Agreement shall be effective as of the date hereof and shall continue in full force and effect through the end of the school calendar year or end of student's IEP date.

2.2 Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. All Services provided by Contractor through the date of termination will be paid within five (5) days of the termination date

IV. ARTICLE THREE

Compensation

3.1 As payment in full for all Services rendered by Contractor hereunder, the District shall compensate the Contractor for the Services rendered at the rate outlined in **Appendix-B**. The District shall be required to pay for mileage to and from the Contractor (service office at 1170 Main Street, Buffalo, NY 14209) at the current federal rate per mile. Without limiting the generality of the immediately preceding sentence, no additional compensation shall be payable to Contractor for preparatory work performed by the specialist providers in connection with the Services.

3.2 By the 15th of each month, Contractor shall furnish District with a statement indicating the number of Sessions and calculated mileage provided by Contractor during the most recently completed month, and the corresponding recipients of Services. Documentation of Services must follow standard SED/County/District reporting formats and must be submitted and complete prior to payment for service. Within thirty (30) days of District's receipt of such statement the District shall remit full payment of the amount due Contractor for said Sessions and mileage hereunder. Each party shall provide the other with full access to records in order to allow such party to verify the number and/or duration of Sessions provided hereunder and/or amounts due to Contractor hereunder.

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

V. ARTICLE FOUR

VI. Duties of Contractor

4.1 Contractor shall cause each specialist provider to regularly consult with the District concerning Services and IEPs, to prepare any necessary reports and maintain any necessary records relating thereto, and to participate in case conferences, caseload review and other such professional activities relating to Services as may be reasonably necessary or appropriate from time to time.

4.2 Contractor shall cause each specialist provider to perform Services in accordance with (a) all applicable requirements of federal, state and local laws, rules and regulations; (b) the reasonable policies and procedures of the District to the extent applicable to Services; and (c) recognized professional standards applicable to the Services.

ARTICLE FIVE

Insurance

5.1 The Contractor shall maintain, at its own expense, insurance through a company licensed to do business in New York State in such amounts and for such purposes as the parties hereinafter agree on and shall carry.

5.2 Workers compensation insurance is required by the State of New York.

5.3 Contractor shall, at its own cost and expense, maintain in force a policy of general liability insurance in an amount of one million dollars per incident, three million dollars aggregate and will name the District as an additional insured under their said policies; and shall maintain insurance from an A.M. best rated "secured" New York State admitted insurer which will provide for a 30 day Notice of Cancellation to District;

5.4 The Contractor's policy should provide that it is primary coverage for the District, its Board, its employees and volunteers.

5.5 The Contractor agrees to indemnify the District for applicable deductibles.

5.6 The insurance producer must indicate whether or not they are agent for the companies providing the coverage and be in an amount of:

Commercial General Liability Insurance and Professional Liability Insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate.

5.7 Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the District.

5.8 Contractor is to provide the District with a certificate of insurance, naming the District as additional insured, evidencing that the above requirements have been met prior to the commencement of work.

Indemnification of District

The Contractor will indemnify the District and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises occasioned wholly or in part by an act or omission of the Contractor, its agents, contractors, employees and/or servants. In the event the District shall, without fault on its part, be made a party to any litigation

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

commenced by or against the Contractor, Contractor shall protect and hold the District harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by the district in connection with such litigation. The Contractor shall provide written notification to the District upon notification or knowledge of any claim being made.

VII. ARTICLE SIX

VIII. Other

6.1 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be made unless it be in writing and signed by all the parties hereto.

6.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a continuing waiver or waiver of any past or subsequent breach hereof.

6.3 This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns.

6.4 The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted, unless invalid or unenforceable provision or provision affect the intent or purpose of the agreement, in which case the agreement will be renegotiable.

6.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.6 The headings and subsection headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.7 Any dispute arising under this Agreement shall be subject to the laws of the State of New York and any judicial intervention shall be in the jurisdiction of courts located in the County in which the District resides.

6.8 Any notice required or permitted hereunder shall be given by certified mail, return receipt requested, and shall be delivered to the District or Contractor, as the case may be, at the address first written above, or at such other address as may hereafter be furnished by any party to the other party.

6.9 This Agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City School District of the City of Niagara Falls

By: _____
(Name and Title)

Elizabeth Pierce Olmsted, M.D. Center For The Visually Impaired

By: _____
Tamara B. Owen, President/CEO

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

Appendix A – Contract Services

<u>X</u>	Orientation & Mobility Evaluation
<u>X</u>	Orientation & Mobility (O&M) Services
<u>X</u>	TVI Evaluation
<u>X</u>	TVI Services
<u>X</u>	Orientation & Mobility Screening*
<u>X</u>	TVI Screening *

*See Appendix-C for description of Screening

Appendix B – Fee Schedule

Orientation & Mobility Evaluation	\$180.00 per evaluation + mileage
Orientation & Mobility (O&M) Services	\$100.00 per hour + mileage
TVI Evaluation	\$180.00 per evaluation + mileage
TVI Services	\$90.00 per half-hour + mileage
Orientation & Mobility Screening*	\$100.00 (30 minute screening) + mileage
TVI Screening *	\$100.00 (30 minute screening) + mileage

Notes:

Mileage = current Federal Rate per mile; round-trip distance from Contractor Agency; if multiple students serviced on same trip, mileage charged once.

*See Appendix-C for description of Screening

**Appendix C
Screening for O&M or TVI Services**

A screening is a preliminary appraisal to determine if a formal evaluation is warranted. If a screening is justified by the classroom teacher or therapist, a request will go to the District or Agency Director and the Olmsted Center will be notified.

The request will be given to a TVI/O&M specialist who will use one ‘teaching session’ to screen the student and communicate with the teacher/therapist to determine if the child is eligible for a TVI or O&M evaluation. At that time, the request will go to the District or Agency Director for approval and follow-through.

The cost of the screener will be at a one-time “Session” billed upon completion and according to profession (TVI or O&M).

6.30 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES OF ORIENTATION & MOBILITY INSTRUCTORS (O&MS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
):ss
COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
):ss
COUNTY OF NIAGARA)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary mobility services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the attached Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and New York Certified Teachers for the Visually Impaired (TVIs) for vision – impaired students upon request, on an as needed basis, a copy of which is attached, contract services effective July 7, 2016 and ending June 30, 2017 at fees described in the attached agreement; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.



Early Education Program, 700 Sweet Home Road, Amherst, NY 14226 716-836-7556, fax: 716 837-2829

School Age TVI SERVICES AGREEMENT

THIS SERVICES AGREEMENT made as of July 1, 2016, between, **City School District of the City of Niagara Falls**, Office of Special Education, 630- 66th Street, Niagara Falls, NY 14304 (the "District") and **Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired**, a New York not-for-profit corporation with offices at 1170 Main Street, Buffalo, New York 14209 (the "Contractor"). Services will be provided by the Olmsted Early Education Program, Located at 700 Sweet Home Road, Amherst, NY 14226.

WITNESSETH:

WHEREAS, the District, which, among other things, provides educational opportunities for all ages; and

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

WHEREAS, the Contractor employs specially trained and New York Certified Teachers for the Visually Impaired (TVIs) and

WHEREAS, the District wishes to contract with the Contractor for the services of TVIs to provide services to vision-impaired students in the District over the course of the scheduled school calendar year.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE ONE
Engagement

1.1 Subject to the terms hereof, the District hereby engages Contractor to make available the services of TVIs to provide evaluation, education and therapy services for vision-impaired students in the District ("TVI Services"), and Contractor hereby accepts such engagement. The District shall make available classroom or other space within the District suitable for the furnishing of TVI Services hereunder.

1.2 Contractor shall make TVI Services available to those students in the District who are throughout the school calendar year determined by the District to be in need of such TVI Services, in accordance with the Individualized Education Plan ("IEP") established for each student. The scheduling of TVI Services shall be determined jointly by the parties, as shall the duration, frequency and type of TVI Services to be provided for each student, consistent with the IEP for such student; provided, however, TVI Services shall be scheduled during hours that the District is in session.

1.3 All TVI Services shall be deemed rendered by and on behalf of the District, and the District shall be responsible for insuring adherence to the IEP established for each student of the District receiving TVI Services. All TVI Services will be provided in compliance with New York State regulations.

1.4 The Contractor shall at all times be acting as an independent contractor of the District. Under no circumstances shall any TVI be deemed an employee of the District, and the Contractor shall be deemed the employer of each TVI for all purposes.

1.5 All records and files of the District concerning TVI Services provided to students of the District shall belong to and remain the property of the District; provided, however, during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall have the right to inspect and/or copy such records and files for any reasonable educational or business purpose.

ARTICLE TWO

Term

2.1 This Agreement shall be effective **July 7, 2016 and shall continue in full force and effect until June 30, 2017 unless sooner** terminated as provided herein.

2.2 Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. All TVI Services provided by Contractor through the date of termination will be paid within five (5) days of the termination date.

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

ARTICLE THREE
Compensation

3.1 As payment in full for all TVI Services rendered by Contractor hereunder, the District shall compensate the Contractor at the rate(s) set forth in the attached Schedule A of TVI Services rendered (each session consists of 30 minutes of actual client services is referred to herein as a "Teaching Session"). No additional compensation shall be payable to Contractor for preparatory work performed by TVIs in connection with TVI Services. Without limiting the generality of the immediately preceding sentence, no additional compensation shall be payable to Contractor (service office located at 700 Sweet Home Road, Amherst, NY 14226) for preparatory work performed by TVIs in connection with TVI Services.

3.2 On a monthly basis, Contractor shall furnish the School District with a statement indicating the number of Teaching Sessions and provided by Contractor during the most recently completed month, and the corresponding recipients of TVI Services. Documentation of services must follow standard County/SED reporting formats and must be submitted and complete prior to payment for service. Within ten (10) days of District's receipt of such statement (and up to 10 additional days to receive payment), District shall remit full payment of the amount due Contractor for said Teaching Sessions and mileage, hereunder. Each party shall provide the other with full access to records in order to allow such party to verify the number and/or duration of Teaching Sessions provided hereunder and/or amounts due to Contractor hereunder.

3.3 An annual rate increase may be applied with both parties in agreement not to exceed 4%.

ARTICLE FOUR
Duties of Contractor

4.1 Contractor shall cause each TVI to regularly consult with the District concerning TVI Services and IEPs, to prepare any necessary reports and maintain any necessary records relating thereto, and to participate in case conferences, caseload review and other such professional activities relating to TVI Services as may be reasonably necessary or appropriate from time to time.

4.2 Contractor shall cause each TVI to perform TVI Services in accordance with (a) all applicable requirements of federal, state and local laws, rules and regulations; (b) the reasonable policies and procedures of the District to the extent applicable to TVI and TVI Services; and (c) recognized professional standards applicable to TVIs and TVI Services.

ARTICLE FIVE
Other

5.1 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be made unless it is in writing and signed by all the parties hereto.

5.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a continuing waiver or waiver of any past or subsequent breach hereof.

5.3 This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns.

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

5.4 The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted, unless invalid or unenforceable provision or provision affect the intent or purpose of the agreement, in which case the agreement will be renegotiable.

5.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5.6 The headings and subsection headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.7 Any dispute arising under this Agreement shall be subject to the laws of the State of New York and any judicial intervention shall be in the jurisdiction of courts located in the County in which the District resides.

5.8 Any notice required or permitted hereunder shall be given by certified mail, return receipt requested, and shall be delivered to the District or Contractor, as the case may be, at the address first written above, or at such other address as may hereafter be furnished by any party to the other party.

5.9 This Agreement shall be construed in accordance with the laws of the State of New York.

INDEMNIFICATION OF DISTRICT:

The contractor will indemnify the District and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises occasioned wholly or in part by an act or omission of the contractor, its agents, contractors, employees and/or servants. In the event the District shall, without fault on its part, be made a party to any litigation commenced by or against the Contractor, the Contractor shall protect and hold the District harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by the district in connection with such litigation. The Contractor shall provide written notification to the District upon notification or knowledge of any claim being made.

INSURANCE

The Contractor shall maintain, at its own expense, insurance through a company licensed to do business in New York State in such amounts and for such purposes as the parties hereinafter agree on and shall carry.

- Workman's compensation insurance is required by the State of New York.
- Contractor shall, at its own cost and expense, maintain in force a policy of general liability insurance in an amount of one million dollars per incident, three million dollars aggregate and will name the District as an additional insured under their said policies; and shall maintain insurance from an A.M. best rated "secured" New York State admitted insurer which will provide for a 30 day Notice of Cancellation to District; The Contractor's policy should provide that it is primary coverage for the District, its Board, its employees and volunteers.
- The Contractor agrees to indemnify the District for applicable deductibles.
- The insurance producer must indicate whether or they are agent for the companies providing the coverage and be in an amount of;

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

- Commercial General Liability Insurance and Professional Liability Insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate.
- Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the District. Contractor is to provide the District with a certificate of insurance, naming the District as additional insured, evidencing that the above requirements have been met prior to the commencement of work.

Other

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be made unless it is in writing and signed by all the parties hereto.

This Agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City School District of the City of Niagara Falls

By: _____

Elizabeth Pierce Olmsted, M.D. Center For The Visually Impaired

By: _____

Mary Beth Peters, Director of Early Education Program



Early Education Program, 700 Sweet Home Road, Amherst, NY 14226 716-836-7556, fax: 716 837-2829

**SCHEDULE A
FEE STRUCTURE**

A. General:

1. Current fee structure is based on a Per Service Provided reimbursement plan.
2. All services are based on the number of services provided on a monthly basis against total student needs according to each individual IEP related to such student.
3. All fees based on a 40 week school year and/or 6 week summer school session, if applicable.

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

B. *Structure:*

1. Given a variable per service structure the following fees would be associated with each service provided, as determined by the number of services per week put forth in each students IEP:
 - a. 1 time per week \$65/session
 - b. 2 times per week \$63/session
 - c. 3 times or more per week \$60/session
2. These rates are all inclusive and would be billed as provided for in Article Three section 3.2
3. Missed sessions will not be billed for until such a time as that service is actually provided. A reasonable time frame in conjunction with best practices will be utilized to accommodate rescheduling missed sessions.
4. Properly communicated cancellation of service will not be billed for unless the service is provided at a later date/time.
5. Cancellations not properly communicated will be billed to the District at the rate currently being charged for that student. This charge however does not constitute a service provided under the given student's IEP.



Early Education Program, 700 Sweet Home Road, Amherst, NY 14226 716-836-7556, fax: 716 837-2829

Schedule A Addendum:

Screeners:

If a screener is warranted by the classroom teacher, a request will go to the District Special Education Director and the Olmsted Center will be notified.

The request will be given to the TVI who will use one classroom period and communication with the teacher to determine if the child is eligible for a Vision Evaluation. At that time, the request will go to the District Special Education Director for approval and follow-through.

The cost for a Screener will be at 1 time per week session rate and billed upon completion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City School District of the City of Niagara Falls

By: _____

Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired

By: _____
(Mary Beth Peters, Director of Early Education Program)

6.31 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR TEACHERS FOR THE VISUALLY IMPAIRED (TVIS) WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

):ss

COUNTY OF NIAGARA)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2016 – 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Olmsted Early Education Program, provides the necessary evaluation services for visually impaired students; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Elizabeth Pierce Olmsted, M.D. Center for the Visually Impaired d/b/a Olmsted Center for Sight to provide specially trained and New York Certified Teachers for the Visually Impaired (TVIs) and Orientation & Mobility Instructors (O&Ms) for vision – impaired students evaluations upon request, on an as needed basis, a copy of which is attached, contract services effective July 1, 2016 and ending June 30, 2017 at fees described in the attached agreement; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.



Early Education Program, 700 Sweet Home Road, Amherst, NY 14226 716-836-7556, fax: 716 837-2829

DISTRICT TVI / O&M EVALUATION CONTRACT

THIS SERVICES AGREEMENT made as of this July 1, 2016, between City School District of the City of Niagara Falls, Office of Special Education, 630 66th Street, Niagara Falls, NY 14304 (the "District") and **Elizabeth Pierce Olmsted, M.D. Center For The Visually Impaired**, a New York not-for-profit corporation with offices at 1170 Main Street, Buffalo, New York 14209 and services provided by the Olmsted Early Education Program, Located at 700 Sweet Home Road, Amherst, NY 14226 (the "Contractor").

WITNESSETH:

WHEREAS, the District, which, among other things, provides educational opportunities for all ages; and

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

WHEREAS, the Contractor employs specially trained and New York Certified Teachers for the Visually Impaired (TVIs) and Orientation & Mobility Instructors (O&Ms)

WHEREAS, the District wishes to contract with the Contractor for the services of TVIs and O&Ms to provide evaluation services to vision-impaired students at the District from time to time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Engagement

Subject to the terms hereof, the District hereby engages Contractor to make available the services of TVIs and O&Ms to provide evaluation services for vision-impaired students at the District (“TVI/O&M Services”), and Contractor hereby accepts such engagement. The District shall make available classroom or other space within the District suitable for the furnishing of TVI/O&M Services hereunder.

The Contractor shall at all times be acting as an independent contractor of the District. Under no circumstances shall any evaluator/instructor be deemed an employee of the District, and the Contractor shall be deemed the employer of each evaluator/instructor for all purposes.

All records and files of the District concerning TVI/O&M Services provided to students of the District shall belong to and remain the property of the District; provided, however, during the term of this Agreement, and for a period of three (3) years thereafter, Contractor shall have the right to inspect and/or copy such records and files for any reasonable educational or business purpose.

Term

This Agreement shall be effective as of the date hereof and shall continue in full force and effect until end of services per IEP or termination of Agreement upon a 30 day prior notice.

Compensation

As payment in full for all TVI/O&M Services rendered by Contractor hereunder, the District shall compensate the Contractor at the rate of \$180.00 per evaluation. Without limiting the generality of the immediately preceding sentence, no additional compensation shall be payable to Contractor for preparatory work performed by O&M/ TVI’s connection with O&M /TVI Services.

Documentation of services must follow standard County/SED reporting formats and must be submitted and completed prior to payment for service.

I. Indemnification

The Contractor will indemnify the District and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises occasioned wholly or in part by an act or omission of the Contractor, its agents, contractors, employees and/or servants. In the event the District shall, without fault on its part, be made a party to any litigation commenced by or against the Contractor, Contractor shall protect and hold the District harmless and pay all costs, expenses and reasonable attorney’s fees incurred or paid by the district in connection with such litigation. The Contractor shall provide written notification to the District upon notification or knowledge of any claim being made.

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

Insurance

The Contractor shall maintain, at its own expense, insurance through a company licensed to do business in New York State in such amounts and for such purposes as the parties hereinafter agree on and shall carry.

- Workman's compensation insurance is required by the State of New York.
- Contractor shall, at its own cost and expense, maintain in force a policy of general liability insurance in an amount of one million dollars per incident, three million dollars aggregate and will name the District as an additional insured under their said policies; and shall maintain insurance from an A.M. best rated "secured" New York State admitted insurer which will provide for a 30 day Notice of Cancellation to District; The Contractor's policy should provide that it is primary coverage for the District, its Board, its employees and volunteers.
- The Contractor agrees to indemnify the District for applicable deductibles.
- The insurance producer must indicate whether or they are agent for the companies providing the coverage and be in an amount of;
 - Commercial General Liability Insurance and Professional Liability Insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate.
- Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the District. Contractor is to provide the District with a certificate of insurance, naming the District as additional insured, evidencing that the above requirements have been met prior to the commencement of work.

Other

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be made unless it is in writing and signed by all the parties hereto.

This Agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City School District of the City of Niagara Falls

By: _____

Title: _____

Elizabeth Pierce Olmsted, M.D. Center for Visually Impaired

By: _____

Title: Mary Beth Peters, Education Director

6.32 APPROVAL OF CONTRACT FOR EVALUATION SERVICES WITH ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED D/B/A OLMSTED CENTER FOR SIGHT, EARLY EDUCATION PROGRAM FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.33 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

6.33 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract with Aspire Of Western New York, Inc. a copy of which is attached for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 7th day of July 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and ASPIRE OF WESTERN NEW YORK, INC., 4635 Union Road, Cheektowaga, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

6.33 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District, the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

6.33 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Aspire of Western New York, Inc. of its intention to terminate.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

President

Clerk
(SEAL)

Attest:

By: _____

Aspire of Western New York, Inc.

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.33 APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.34 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with Autism Services, Inc. a copy of which is attached for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 1st day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and AUTISM SERVICES, INC., 4444 Bryant & Stratton Way, Williamsville, New York, party of the second part, herein called the School,

6.34 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher

6.34 APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Autism Services of its intention to terminate.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

By: _____

Autism Services, Inc.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.35 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the contract with Baker Victory Services Schools a copy of which is attached for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and BAKER VICTORY SERVICES SCHOOLS, 650 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.35 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2016, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of each child so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.35 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2016-2017 SCHOOL YEAR (cont'd.)

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Victory of its intention to terminate.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

By: _____

Baker Victory Services Schools

STATE OF NEW YORK)

):ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

):ss

COUNTY OF NIAGARA)

On this __ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.35 APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

ITEM #6.36, 6.45, AND 6.46 AMENDED

Mr. Massaro recommended Items 6.36, 6.45, and 6.46 be amended to include wording that the Board approve the respective agreements.

Mr. Jocoy moved that the resolutions be amended to include recommended wording, seconded by Mr. Barstys; motion carried unanimously.

6.36 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, BHSC Support Services, Inc., provides the necessary on-site speech therapy at West Buffalo Charter School; therefore be it

RESOLVED, That the Board approve the Agreement with BHSC Support Services, Inc. for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.36 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

Agreement to Provide Therapy Services

This agreement between BHSC Support Services, Inc., hereinafter called the “Provider”, and the City School District of the City of Niagara Falls, hereinafter called the “School” is for the provision of speech-language therapy and/or audiology services on behalf of the School to be provided at West Buffalo Charter School.

I. Responsibilities of the Provider

1. The Provider will provide therapeutic services to children with speech, language, and/or hearing impairments as assigned by School supervisors.
2. School supervisor will contact Provider supervisor when a new case arises. Once notified, the Provider will make its best effort to assign a therapist in a timely manner and accommodate the student’s and therapist’s scheduling needs.
3. The Provider will complete any required documentation for consultation services in accordance with School or standard procedures.
4. The Provider will assure clinical competence and credentials of the assigned consulting staff in accordance with this Agreement.
5. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities. Audiology Services will be provided by a NYS licensed audiologist.
6. Assigned Provider staff will participate in CSE meetings and parent conferences as requested by the School.
7. All assigned staff will have been fingerprinted before commencing services.

The Provider will submit case related paperwork (e.g. evaluation report, daily logs); completed time sheet; and service log to the School in a timely fashion.

II. Responsibilities of the School

1. The School agrees to pay Provider, for services provided, pursuant to this agreement, through Provider’s billing agent, BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minute interval.
2. The School agrees to submit payment to BHSC Contract Services within thirty (30) days of receipt of the monthly billing invoice.
3. The School agrees not to hire or solicit for hire any employees, or former employees who provide services under this Agreement for a period of one (1) year following termination of this agreement, or hire or solicit for hire former employees within 90 days of his or her last day of employment with the Provider.

6.36 APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

4. In the event the School violates II.3. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

III. Mutual Agreements

1. For term commencing July 1, 2016 and to terminate June 30, 2017 unless sooner terminated by the District. The District shall have the right to sooner terminate this Agreement upon giving Thirty (30) day written to BHSC Support Services, Inc.. of its intention to terminate.

For: BHSC Support Services, Inc.

Date

For: City School District of the City of Niagara Falls

Date

STATE OF NEW YORK)

)ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss

COUNTY OF NIAGARA)

On this __ day of __ July __, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.37 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2016 – 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the contract with the Buffalo City School District – School 84 for the period commencing September 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304, party of the first part, herein called the School District, and THE BUFFALO CITY SCHOOL DISTRICT, 708 City Hall, Buffalo, NY, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.37 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT – SCHOOL 84 FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall expire on June 30, 2017.

**6.37 APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT
– SCHOOL 84 FOR 2016 – 2017 SCHOOL YEAR (cont'd.)**

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

BOARD OF EDUCATION OF
CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

Board of Education President

Clerk
(SEAL)

Attest:

By: _____

Buffalo City School District

Clerk

STATE OF NEW YORK)

)ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilaro, and Mr. Cancemi

Nays: None

Carried

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract with Cantalician Center for Learning for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CANTALICIAN CENTER FOR LEARNING, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
- b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2016-2017 SCHOOL YEAR (cont'd.)

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall expire on June 30, 2017.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

Cantalician Center for Learning

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.38 APPROVAL FOR AGREEMENT WITH THE CANTALICIAN CENTER FOR LEARNING FOR 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Contract with Center for Handicapped Children for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CENTER FOR HANDICAPPED CHILDREN, 80 Lawrence Bell Drive, Suite 115, Williamsville, New York, party of the second part, herein called the School.

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2016-2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2016-2017 SCHOOL YEAR (cont'd.)

at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall expire on June 30, 2017.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

Center for Handicapped Children

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.39 APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2016-2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ___ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.40 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the contract with Gateway-Longview for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

6.40 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2016-2017 SCHOOL YEAR (cont'd.)

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and GATEWAY-LONGVIEW, 6350 Main Street, Williamsville, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - c. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

6.40 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2016-2017 SCHOOL YEAR (cont'd.)

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.
6. This agreement shall expire on June 30, 2017.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

Board of Education President

Clerk
(SEAL)

Attest:

By: _____

Gateway-Longview

Clerk

6.40 APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2016-2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.41 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

6.41 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the contract with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE HERITAGE CENTERS, THE ERIE COUNTY CHAPTER, of NYSARC, Inc., 777 Maryvale Dr., Cheektowaga, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

6.41 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

6.41 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall expire on June 30, 2017.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

The Heritage Centers of the Erie
County Chapter New York State
Association for Retarded Children, Inc.

STATE OF NEW YORK)

);ss

COUNTY OF ERIE)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ___ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.41 APPROVAL OF AGREEMENT WITH THE HERITAGE CENTERS OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR RETARDED CHILDREN, INC. FOR 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.42 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific school districts may offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with Kenmore-Tonawanda Union Free School District a copy of which is attached for the period commencing September 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and Kenmore- Town of Tonawanda Union Free School District, 1500 Colvin Boulevard Kenmore, NY14223, party of the second part, herein called the School,

**6.42 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF
THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT
FOR 2016-2017 SCHOOL YEAR (cont'd.)**

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such children in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - 2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - 2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:
 - Non-Resident 15:1 Tuition for 15/16 \$25,635.00
 - OT Consult \$26.00 per session
 - Speech Individual \$3,219.00 per year
 - Speech Group \$1,609.00 per year
 - Personal Aide @ 50% \$13,500.00 per year

6.42 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR (cont'd.)

for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Kenmore-Town of Tonawanda Union Free School District of its intention to terminate.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

6.42 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR (cont'd.)

Clerk
(SEAL)
Attest:

By: _____
Kenmore-Town of Tonawanda Union Free School
District

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.43 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

6.43 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, The District's Committee on Special Education has determined that the available current District programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the contract with Randolph Academy UFSD - Hamburg Campus for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the RANDOLPH ACADEMY UFSD - HAMBURG CAMPUS, 3780 Howard Road, Hamburg, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

6.43 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2016-2017 SCHOOL YEAR (cont'd.)

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

**6.43 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-
HAMBURG CAMPUS FOR 2016-2017 SCHOOL YEAR (cont'd.)**

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall expire on June 30, 2017.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By: _____

Board of Education President

Clerk

(SEAL)

Attest:

By: _____

RANDOLPH ACDEMY UFSD -
HOPEVALE CAMPUS

Clerk

STATE OF NEW YORK)

)ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.43 APPROVAL OF AGREEMENT WITH THE RANDOLPH ACADEMY UFSD-HAMBURG CAMPUS FOR 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.44 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with New Directions Family & Youth Services for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this _____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the NEW DIRECTIONS FAMILY & YOUTH SERVICES, 6395 Old Niagara Road, Lockport, New York, party of the second party, herein called the School.

6.44 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2016-2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered

6.44 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2016-2017 SCHOOL YEAR (cont'd.)

by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall expire on June 30, 2017.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

STATE OF NEW YORK)

) :ss

COUNTY OF)

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

By:

New Directions Family & Youth Services

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.44 APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2016-2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
):ss
COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.45 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, The Niagara Falls Memorial Medical Center, provides the necessary on-site occupational therapy; therefore be it

RESOLVED, That the Board approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2016-2017 School Year; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.45 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
STUDENTS WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304, party of the first part, herein called the School District, and the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621-10th Street, Niagara Falls, New York 14301, party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on July 1, 2016, and ending on June 30, 2017, Memorial Medical Center will provide adequate and sufficient occupational therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education

6.45 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

- e. Direct student care and implementation of home program
 - f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Certification "Of Under the Direction and Accessibility" of Supervision of occupational therapy support staff
 - i. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - j. Refer students to the Committee on Special Education who may need evaluation or service
3. Memorial Medical Center will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Occupational Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
4. The School District agrees:
- a. To provide suitable treatment and classroom facilities for occupational therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal occupational therapy care.
 - b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend an occupational therapy session.
 - c. To pay the sum of \$ 116.00 for each occupational therapy evaluation.
 - d. To pay the sum of \$ 46.00 per classroom consultation per classroom contact. (For students on consultation only.)
 - e. To pay the fixed sum of \$ 212.00 per month per child. Includes either individual or group occupational therapy sessions.
5. This Agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.
6. This agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.45 APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest:

By:

Board of Education President

Clerk

(SEAL)

Attest:

By:

The Niagara Falls Memorial Medical
Center

Clerk

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.46 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, the Niagara Falls Memorial Medical Center provides the necessary on-site physical therapy; therefore be it

RESOLVED, That the Board approve the Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2016-2017 School Year; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES

THIS AGREEMENT, made this ____day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York 14304 party of the first part, herein called the School District, and the NIAGARA FALLS MEMORIAL MEDICAL CENTER, 621 -10th Street, Niagara Falls, New York 14301 party of the second part, herein called Memorial Medical Center.

WITNESSETH:

WHEREAS, The School District is responsible for the education of students with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of students with disabilities, and

WHEREAS, Memorial Medical Center has warranted and represented to the School District that it is fully licensed, qualified and competent to provide adequate instruction to students with disabilities in accordance with the provisions of Article 89 of the Education Law and to lawfully furnish the professional services hereinafter described, and

WHEREAS, the Board of Education of the School District and Memorial Medical Center have each, authorized and approved the execution of the contract,

6.46 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, Memorial Medical Center will provide adequate and sufficient physical therapy services for all students with disabilities who are specifically assigned to this therapist by written direction of the Superintendent of Schools of the School District. The education and instruction of these children shall in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the service for any child at any time when he/she considers such action to be in the best interests of each such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. Memorial Medical Center shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children as:
 - a. Written order/script
 - b. Evaluation of students
 - c. Appropriate program planning
 - d. Prepare appropriate students' goals and objectives to be recommended to the Committee on Special Education
 - e. Direct student care and implementation of home program
 - f. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - g. Communication with professional staff, student, family members and members of the school district
 - h. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - i. Refer students to the Committee on Special Education who may need evaluation or service
3. Memorial Medical Center will maintain individual malpractice liability insurance in such reasonable amounts as shall be prescribed by the School District and shall abide by the Code of Ethics of the American Physical Therapy Associates and the rules and regulations of the respective school facilities in which it shall provide services and shall respect the confidentiality of any and all student records.
4. The School District agrees:
 - a. To provide suitable treatment and classroom facilities for physical therapy care which said facilities shall in all respects be appropriate, safe and conducive to optimal physical therapy care.
 - b. To provide Memorial Medical Center when possible with at least 24 hours notice of the inability of any student scheduled to attend a physical therapy session.

6.46 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

- c. To pay the sum of \$ 91.00 for each physical therapy evaluation.
 - d. To pay the sum of \$ 68.00 for each thirty (30) minute unit of individual therapy.
 - e. To pay the sum of \$ 81.00 for each thirty (30) minute unit of group therapy.
 - f. To pay the sum of \$47.00 for each classroom consultation or visitation.
5. This Agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon give thirty (30) days written notice to Niagara Falls Memorial Medical Center of its intention to so terminate. Further either party may, upon thirty (30) written notice to the other, make changes to the Agreement and such changes shall be incorporated in the Agreement upon written approval of the other party.
6. This agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

STATE OF NEW YORK)

);ss

COUNTY OF)

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

The Niagara Falls Memorial Medical
Center

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.46 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2016-2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.47 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2016-2017

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Community Based Therapies provides the necessary on-site occupational and/or physical therapy at West Buffalo Charter School; therefore be it

RESOLVED, That the Board hereby approves the Agreement with Community Based Therapies for on-site occupational and/or physical therapy at West Buffalo Charter School, a copy of which is attached, as it pertains to delivery of special education related services, effective July 1, 2016 and ending June 30, 2017 at fees described in the attached Agreement; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.47 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2016-2017 (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Agreement to Provide Therapy Services

This agreement between Community Based Therapies, hereinafter called the “Provider”, and the City School District of the City of Niagara Falls, hereinafter called the “School” is for the provision of occupational therapy and/or physical therapy services on behalf of the School to be provided at West Buffalo Charter School.

I. Responsibilities of the Provider

1. Provider will provide Related Services to children with motor-sensory impairments as assigned by School supervisors.
2. School supervisor will contact Provider supervisor when a new case arises. Once notified, the Provider will make its best effort to assign a therapist in a timely manner and accommodate the student’s and therapist’s scheduling needs.
3. The Provider will complete any required documentation for consultation services in accordance with School or standard procedures.
4. The Provider will assure clinical competence and credentials of the assigned consulting staff in accordance with this Agreement.
5. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.
6. Assigned Provider staff will participate in CSE meetings and parent conferences as requested by the School.
7. All assigned staff will have been fingerprinted before commencing services.
8. The Provider will submit case related paperwork (e.g. evaluation report, daily logs); completed time sheet; and service log to the School in a timely fashion.

II. Responsibilities of the School

1. The School agrees to pay Provider, for services provided, pursuant to this agreement, through Provider’s billing agent, BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes therapy and any paperwork, consults or meetings required. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting).
2. The School agrees to submit payment to BHSC Contract Services within thirty (30) days of receipt of the monthly billing invoice.

**6.47 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES
FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY
FOR 2016-2017 (cont'd.)**

3. The School agrees not to hire or solicit for hire any employees, or former employees who provide services under this Agreement for a period of one (1) year following termination of this agreement, or hire or solicit for hire former employees within 90 days of his or her last day of employment with the Provider.
4. In the event the School violates II.3. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

III. Mutual Agreements

1. Either party may terminate this agreement with written notification thirty (30) days prior to actual termination.
2. This contract will be in effect July 1, 2016 through June 30, 2017 and will be reviewed by both parties on an annual basis.

For: Community Based Therapies

Date

For: City School District of the City of Niagara Falls

Date

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ___ day of __July__, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.47 APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2016-2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2016-2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Stanley G. Falk School for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the STANLEY G. FALK SCHOOL, 848 Delaware Avenue, Buffalo, New York, party of the second part, herein called the School.

6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR 2016-2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2016-2017 SCHOOL YEAR (cont'd.)**

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

6. This agreement shall expire on June 30, 2017.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

By:

Stanley G. Falk School

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

**6.48 APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL
FOR 2016-2017 SCHOOL YEAR (cont'd.)**

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ___ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

**6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR
2016-2017 SCHOOL YEAR**

**Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy
seconded the motion.**

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend placements based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Summit Educational Resources for the period commencing July 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2016-2017 SCHOOL YEAR (cont'd)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2016, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE SUMMIT CENTER, 150 Stahl Road, Getzville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about July 1, 2016, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2016-2017 SCHOOL YEAR (cont'd)

- a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School and the School District shall hold harmless and indemnify each other from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall expire on June 30, 2016.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

6.49 APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2016-2017 SCHOOL YEAR (cont'd)

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

The Summit Center

STATE OF NEW YORK)

_____) :ss

COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

_____) :ss

COUNTY OF NIAGARA)

On this ____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/1/16—06/30/17

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District has hired The Summit Center, Inc. as an independent agency to render professional services and consultation; and

WHEREAS, The current term of this contract is for the period July 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall be at the rate of \$150 per each hour served, not to exceed an annual total amount billed of \$12,000.00 (80 total hours) and will be billed monthly; therefore be it

RESOLVED, That the Contract for professional services and consultation by an independent contractor for consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an ASD between the City School District of the City of Niagara Falls and The Summit Center, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and The Summit Center, Inc. 1517 Main St. Street, Niagara Falls, NY 14305, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/1/16—06/30/17 (cont'd.)

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder which shall include but not be limited to the following:

- a. small and large group professional development as defined by the District
- b. consultation services related to the provision of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

- 3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
- 4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$150 per hour. Total billable hours for services shall not exceed eighty (80) hours. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
- 5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
- 6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

6.50 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 7/1/16—06/30/17 (cont'd.)

7. Term of Agreement: This Agreement shall be effective from July 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

The Summit Center, Inc.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.51 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 8, 2016-JUNE 30, 2017

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District is committed to permitting community organizations to use its facilities for community purposes; and

WHEREAS, PAL desires to continue its education program and conduct various activities involving community and students; and

WHEREAS, The District is desirous to continue leasing space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

WHEREAS, The Agreement will become effective July 8, 2016 and terminate June 30, 2017; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities which would be effective July 8, 2016 and terminate June 30, 2017; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT BETWEEN
NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC.
AND
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

This Agreement, made this 8th day of July, 2016, between the Niagara Falls Police Athletic League, Inc., ("League") and the City School District of the City of Niagara Falls, ("District").

WHEREAS, the District has constructed a new state-of-the-art high school facility portions of which are available to the public for community functions; and

WHEREAS, the League desires to continue its education program and conduct various activities involving community and students from an office to be located in the Niagara Falls High School; and

WHEREAS, The District desires to lease space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein the parties agree as follows:

6.51 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 8, 2016-JUNE 30, 2017 (cont'd.)

1. The District agrees to:
 - a. Provide the League space at Niagara Falls High School to conduct its programs.
 - b. Provide the League with furniture and telephones provided, however, nothing herein shall obligate the District to furnish such items if not available or to replace such items, nor shall the District be obligated to furnish telephone service to the League, the cost of which will be incurred by the League.
 - c. Permit the League use of the areas during all times the Facility is opened according to a schedule determined solely by the District.
 - d. Provide linkages between/among the administrative leaders of the District with the administrative leaders of the League.
2. The League agrees to:
 - a. Provide and facilitate programs throughout the District and the community, some of which include basketball, boxing, football, soccer, softball games/tournaments; Juvenile Justice Board; Kids Voting; Community Scholarship; and Tutoring and counseling.
 - b. Save the District harmless from any and all legal actions, damages, losses, liability and expense for bodily or personal injury, loss of life and/or property damage arising out of the League's uses and occupancy of the area and/or program activities occasioned wholly or in part by any act or omission of the League, its agents, servants, employees, patrons, members, volunteers, contractors, artists, or others claiming and using the premises through the League and/or participating in the League's programs.
 - c. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District, 4455 Porter Road, Inc., City of Niagara Falls, New York and the New York Power Authority as additional parties insured in an amount of Two Million dollars (\$2,000,000) together with an excess liability policy in a minimum amount of Five Million Dollars (\$5,000,000) for property damage arising from its use and occupancy and/or occurring on the premises.

The insurance shall be written by a company acceptable to the District and shall name the District, 4455 Porter Road, Inc., City of Niagara Falls, New York, and New York Power Authority as additional parties insured. The League shall furnish the District with certificates of such insurance, which certificates shall provide among other things that the insurance shall not be canceled except upon ten (10) days prior written notice to the District.
3. The District shall have the right to enter in and upon said area at all hours of the day during any term of this Agreement for any purpose whatsoever, but shall make reasonable effort not to disturb the area or disrupt the operations of the League.
4. At the expiration of this Agreement, the League will quit and surrender the area in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
5. The initial term of this Agreement shall be July 8, 2016 through June 30, 2017. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for good reason upon giving the other party ninety (90) days written notice of its intent to so terminate, and this Agreement shall terminate ninety (90) days from the date of said notice.

6.51 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 8, 2016-JUNE 30, 2017 (cont'd.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above set forth.

**City School District of the
City of Niagara Falls**

By: _____
President

**Niagara Falls Police Athletic League,
Inc.**

By: _____

**STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)**

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

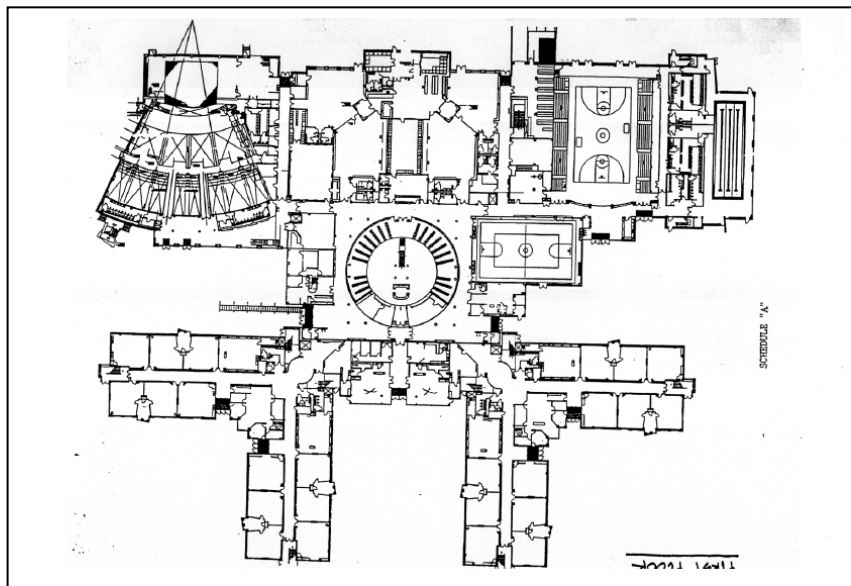
_____ , to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

**STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)**

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public



6.51 APPROVAL OF AGREEMENT BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE NIAGARA FALLS POLICE ATHLETIC LEAGUE, INC. TO LEASE A PORTION OF NFHS -- JULY 8, 2016-JUNE 30, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, BOCES Orleans/Niagara has utilized copy room space from the Board of Education in the past for its central printing services; and

WHEREAS, BOCES Orleans/Niagara is currently utilizing copy room space in the Board of Education Central Offices and is currently providing copying services to the District as required; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize and continue this arrangement; therefore, be it

RESOLVED, That the Board of Education approve the Agreement for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara commencing on the date(s) each school board approves the lease and continuing thereafter until terminated pursuant to the provisions of the Agreement.; and

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

LEASE AGREEMENT

This is a Lease Agreement by and between the City School District of the City of Niagara Falls, New York, a school district created and existing pursuant to the laws of the State of New York, hereinafter sometimes referred as "the District", with its principal offices at 630 66th Street, Niagara Falls, New York, 14304, and the Orleans/Niagara Board of Cooperative Educational Services (Orleans/Niagara Board of Cooperative Educational Service (Orleans/Niagara BOCES), hereinafter sometimes referred to as "the BOCES", created and existing under the laws of the State of New York, with its principal offices at 4232 Shelby Basin Road, Medina, New York 14103.

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

1. Premises:

The District hereby leases to BOCES at no cost and BOCES hereby leases from the District the use of certain space in the District's Central Office Building located at 630 66th Street, Niagara Falls, New York 14304.

The District shall also permit the BOCES at no cost, to use in common with others the common areas which shall include but not be limited to lavatories, hallways, staff rooms and parking areas, respectively ("shared use space"), during such times as the building is opened which use shall be subject and subordinate to and in accordance with a scheduling determined solely by the District and subject to the normal and reasonable business operations procedures of the District.

The area specifically leased by the BOCES, together with the above-referenced shared use space, shall hereinafter be referred to as "the leased premises".

2. Use:

All leased space located at 630 66th Street, Niagara Falls, New York is to be used for Copy room services and staff preparation space for the BOCES' staff and for related office and program support functions.

The use of the shared use space shall not interfere with or infringe upon the scheduling of programs related to the educational objectives and the purposes and other use agreements of the District which shall have priority. Should the space be needed by the District, it may be reduced or this Lease may be terminated pursuant to paragraph 7(A)(i) of this Agreement.

3. Term:

The term of this Agreement shall commence on the date(s) each school board approves the lease, and continue thereafter until terminated, provided, the District and/or BOCES shall terminate this Lease as provided in paragraph "8" herein.

4. District Obligations:

The District shall, at its expense, during the Lease term:

- a. Perform any and all necessary (major and minor) exterior or interior maintenance or repairs to the leased premises, including but not limited to maintenance or repair of the buildings' foundation(s), bearing walls, exterior or interior walls, sub flooring, roofing, exterior or interior doors, boilers, heating systems, ventilation systems, air conditioning systems, windows and skylights (if any);
- b. Furnish utility services, including heating fuel(s), electricity, water service, sewage service and telephone service, to the leased premises;
- c. Maintain the electrical, plumbing and sewage systems for the leased premises;
- d. Clean and maintain the leased premises in presentable condition; and
- e. The District shall assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the District, its agents, representatives, employees, patrons, volunteers, contractors, or others claiming and using the premises through the District.

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

5. BOCES Obligations:

The BOCES shall, at its expense, during the Lease term:

- a. Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents, representatives, employees, patrons, volunteers, contractors or others claiming and using the premises through BOCES;
- b. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District as an additional party insured in an amount of One Million Dollars (\$1,000,000.00) for loss of life or bodily injury to one or more persons and Three Hundred Thousand Dollars (\$300,000.00) for property damage due to fire, with an umbrella excess coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) for loss of life or bodily injury and property damage (provided that the property is not under the BOCES' care, custody and control) arising from the BOCES' use and occupancy of the leased premises and/or the equipment therein and/or occurring on the premises.

The insurance shall name the District as an additional insured. The BOCES shall furnish the District with certificates of such insurance no later than thirty (30) days prior to commencement of the term, which certificates shall provide among other things that the insurance shall not be canceled except upon (30) days prior written notice to the District.

- c. Allow an authorized agent of the District to enter the leased premises at all hours and at all times during the term of this Lease for any purpose whatsoever, but shall make reasonable effort not to disturb the leased premises or disrupt the operations of the BOCES for the purpose of inspecting the premises.
- d. Make every reasonable effort to keep clean and orderly the leased premises.
- e. Not assign or pledge nor let or underlet the whole or any part of the leased premises, nor make any alteration therein without the written consent of the District under the penalty of forfeiture and damages.
- f. Quit and surrender the leased premises at the expiration of the term in as good a state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- g. Shall not be obligated for nor pay additional cost for the operation of the leased premises if required to be opened by BOCES on dates closed by the District. Said times shall be consistent with the adopted BOCES Regional Calendar annually provided to the district.

6. Quiet Enjoyment:

Upon the BOCES's performance of all of the covenants and conditions on its part to be performed, the BOCES shall peaceably and quietly hold and enjoy the leased premises for the term hereby granted, without hindrance or interruption by the District, subject to the covenants and conditions contained in this Agreement.

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

7. Termination:

A. The District shall have the right to reduce the size of the rented premises without penalty or any other further obligation upon thirty (30) days written notice to the BOCES upon:

- (i) Its determination that the premises leased herein are needed by it for other educational and or administrative purposes, and the lack of such space would require it to obtain space elsewhere to conduct its business, however, that should the District terminate this Lease or reduce the size of the rented premises pursuant to this provision it shall make a reasonable effort to provide comparable space at like terms to BOCES within the District;
- (ii) Failure of the BOCES to abide by any of the covenants, terms and provisions of the Agreement;
- (iii) The destruction of the leased premises and the determination of the District not to rebuild and/or repair the premises.

B. The District will give BOCES written notice at least 30 days prior to the effective date of any such reduction of space for rented premises as provided in 7(A).

In the event of the default by BOCES of any provisions of this Lease to be performed by BOCES, the District shall give notice to BOCES of the default and demand it be cured within thirty (30) days of the date of such notice. In the event BOCES fails to cure the default within said thirty (30) day period, the District may terminate the lease.

C. Notwithstanding anything in this paragraph 7 to the contrary, the District and BOCES shall each have the right to terminate this Lease or reduce the space of rented premises effective on July 1, of each year, provided the party so requiring such termination or reduction gave written notice to the other party on or before June 1 of the said year.

8. Entire Agreement:

This agreement contains all of the terms and conditions of the Lease between the parties, and there are no other terms and conditions with regard to same.

9. Severability:

If any of the provisions, terms or clauses contained in the Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction, then such provisions, terms or clauses shall be deemed severable, such that all other provisions, terms or clauses contained in this Agreement shall remain valid and binding upon both parties.

In Witness Whereof, the parties have executed this Agreement on the dates stated hereinbelow:

FOR THE DISTRICT:

Signature

Title: President

FOR THE BOCES:

Signature

Title: _____

Date_____

Date_____

6.52 APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of **July** 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
 Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
 Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Niagara Falls Teachers' Credit is leasing space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union wishes to enter into a renewal of said Lease Agreement for space at the Community Education Center, 6040 Lindbergh Avenue; and

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17

WHEREAS, Beginning July 8, 2016 the Credit Union will switch both phone and internet service into their name and pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, The terms and conditions of the Lease Agreement are subject to the requirements of the School District Attorney; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community Education Center, 6040 Lindbergh Avenue, to June 30, 2017 and providing among other things for rental of Three Thousand Dollars (\$3,000) for twelve (12) months to be paid at the rate of Two Hundred Fifty Dollars (\$250) per month and Credit Union continuing to pay for its own phone and internet services monthly; and

RESOLVED, That the Lease is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

LEASE

THIS IS A LEASE, dated as of the 8th day of July, 2016, between SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, a school district organized under the laws of New York State, having its principal office at 630-66th Street, Niagara Falls, New York 14304 (the "Landlord"), and NIAGARA FALLS TEACHERS' CREDIT UNION, having its principal office at 6040 Lindbergh Avenue, Niagara Falls, New York 14304, (the "Tenant").

1. **PREMISES.** The Landlord leases to the Tenant, and the Tenant takes from the Landlord, space at 6040 Lindbergh Avenue, Niagara Falls, New York. The Tenant shall enjoy use of common areas as approved by the Landlord and in compliance with all rules and regulations regarding use of facilities.

2. **TERM.** The Premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of twelve (12) months, commencing on July 8, 2016 and ending on June 30, 2017, and are terminable upon 30 days written notice by either party.

3. **USE AND OCCUPANCY.** The Tenant shall use the Premises only for the Tenant's normal activities. The Premises are available to the Tenant on the basis of the Landlord's calendar during normal work hours (7:00 a.m. to 8:00 p.m., Monday through Friday). The Premises are not available to the Tenant during the Landlord's holidays or emergency closings. The Tenant shall pay to the Landlord any out-of-pocket expenses for use outside of normal working hours.

4. **RENT.** The Tenant shall pay rent to the Landlord, at the address set forth in the first paragraph of this Lease, as follows. The annual rent shall be THREE THOUSAND DOLLARS (\$3,000.00), to be paid in twelve (12) equal monthly installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17 (cont'd.)

5. REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS. The Landlord shall be responsible for, and shall perform at the Landlord's expense, all necessary structural repairs to the Premises and the building and all regular exterior maintenance, excepting such repairs as are occasioned by the Tenant's willful or negligent acts. Such structural repairs and exterior maintenance to be performed by the Landlord shall include, without limitation, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, the roof, exterior doors, boiler(s), if any, the heating system, windows and skylights, if any. The Landlord shall also maintain the electrical, plumbing, sewage and air-conditioning systems, if any. The Landlord shall provide snow removal services, shall be responsible for opening and closing the building each day it is used by the Tenant and shall provide security for the building.

The Tenant shall take possession of the Premises in its present condition. The Tenant shall use reasonable care to keep the Premises in good order. The Landlord shall be responsible for all sweeping and routine maintenance of the Premises. The Landlord shall furnish and, as may become necessary, shall replace exterior and interior light bulbs.

During the term of this Lease, or any renewal or extension hereof, the Tenant shall have the right to make renovations to the Premises only in accordance with plans and specifications approved in advance of such renovations by the Landlord.

At the expiration of the Lease term or any extension thereof, the Tenant shall vacate the Premises, leaving the same in broom clean condition. The Tenant shall not be responsible for removing any of the improvements to the Premises constructed by the Tenant or on the Tenant's behalf.

6. UTILITIES. The Landlord shall provide and pay the cost of all utility services, except phone and internet services, attributable to the Premises, including, without limitation, gas, electrical, water service and sewer rents.

The Tenant shall have the phone and internet service maintained in Tenant's name and make all monthly payments for their services directly to the carriers selected.

7. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the Premises, the Tenant shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction over the use and occupancy of the Premises. The Tenant will indemnify the Landlord against, and save the Landlord harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by the Tenant, its agents and employees. The Landlord shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction with respect to all aspects of the Premises and the improvements thereon other than those relating to the Tenant's use and occupancy. Such responsibility of the Landlord shall include the structure of the improvements on the Premises, the composition of such structures and the components thereof, the design and construction of such improvements, and the compliance as of the date of this Lease and during the term hereof of such improvements with all such valid governmental and insurance requirements. The Landlord will indemnify the Tenant against, and save the Tenant harmless from, any penalty or charge imposed and any damage incurred on account of any violation of this paragraph 7 by the Landlord, its agents and employees.

8. ACCESS TO PREMISES. The Landlord and its agents may enter and examine the Premises, in such a manner as not to interfere with the Tenant's use, at all reasonable times during business hours.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17 (cont'd.)

9. **TOTAL OR PARTIAL DESTRUCTION.** If the Premises are partially damaged by fire or other cause, the Landlord shall repair the damage, at its expense, and the rent shall be apportioned according to the portion of the Premises which is untenable until the repairs have been made. If the building on the Premises is totally destroyed, or is rendered untenable and unfit for occupancy by fire or other cause, and if the Landlord shall decide not to restore or rebuild, the Landlord may, within thirty (30) days after such casualty, give the Tenant written notice of such decision, which shall be given as provided in paragraph 21, and the term of this Lease shall expire by lapse of time on the third day after such notice is given, and the Tenant shall vacate the Premises and surrender them to the Landlord promptly. If the Tenant is not in default under this Lease at its termination as provided in this paragraph, the Tenant's liability for rent shall cease as of the day following the casualty. The Tenant expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

10. **WAIVER OF SUBROGATION.** Each party waives on behalf of its property insurer, all claims or rights of subrogation of any such insurer, against the other party for loss of or damage to the property to insured, other than loss or damage resulting from the willful act of the other party. Each party will maintain adequate insurance in its property, provided, however, that:

- (a) such waiver shall be ineffective as to any insurer whose policy of insurance does not permit it;
- (b) each party seeking the benefit of the foregoing waiver shall:
 - (i) request the other party to submit copies of its insurance; and
 - (ii) pay any additional charge imposed upon the other party for such waiver.
- (c) neither party shall be liable to the other under subparagraph (b), except for willful failure to comply with any request pursuant to subparagraph (b).

11. **EMINENT DOMAIN.** If all or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day possession is required for any public purposes, and the rent shall be paid up to that day, and from that day either the Landlord or the Tenant may, at its option, either:

- (a) cancel this Lease and declare it null and void as to the entire Premises; or
- (b) allow the Lease to continue under its terms, except that the rent shall be reduced in proportion to the amount of the Premises taken.

All damages awarded for any taking shall belong to the Landlord, whether they are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, except for any portion of the award made to the Tenant for loss of business and except for any portion the award attributable to any improvements to the Premises made at the Tenant's expense.

12. **ASSIGNMENT AND SUBLETTING.** The Tenant shall not have the right to sublet or assign the Premises or any part thereof for the whole or any part of the term of this Lease, without the Landlord's prior written consent.

13. **INSURANCE.** The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for fire and other risk insurance on the Tenant's personal property on the Premises.

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17 (cont'd.)

The Landlord shall not be liable to the Tenant for any loss or damage either to person or property. The Tenant shall hold the Landlord harmless from legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Tenant's use or occupancy of the Premises, occasioned wholly or in part by any negligent act or omission of the Tenant, its agents, contractors, employees or others claiming through the Tenant. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for insurance coverage in the following amounts:

<u>Type of Policy</u>	<u>Limits of Liability</u>	
Workers' Compensation	Statutory	
NYS Disability	Statutory	
General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal and Advertising Injury
	\$1,000,000	Per Occurrence
	\$ 250,000	Fire Damage
	\$ 5,000	Medical Payments

Additional Insured: The Niagara Falls City School District with respects to General Liability.

The Board of Education of the School District of the City of Niagara Falls will be held harmless from any and all damages due to Bodily Injury and Property Damage.

At least five (5) days prior to the commencement of the term of this Lease, the Tenant shall furnish the Landlord with a certificate of such insurance, which shall provide that it shall not be cancelable, except upon thirty (30) days prior written notice to the Landlord.

14. NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of the performance of any such covenants or conditions.

15. DEFAULT. If the Tenant defaults in the payment for the rent, or any part of it, and such default continues for a period of fifteen (15) days, or if the Tenant defaults in the performance of any of the other covenants and conditions of this Lease on the part of the Tenant to be performed, and such default continues for a period of thirty (30) days after notice pursuant to paragraph 21 of this Lease, or if the Tenant has not commenced to cure such default and does not continue diligently thereafter to effect a cure of such default after such notice, the Landlord may serve a written notice pursuant to paragraph 21 of this Lease upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of the serving of such written notice, and this Lease shall expire on the date so specified as if that date had been the original date fixed as the expiration date of the term herein granted, and the Landlord may, immediately or at any time thereafter, re-enter and resume possession of the Premises.

**6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN
NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF
EDUCATION FOR OFFICE SPACE 2016-17 (cont'd.)**

16. FIXTURES REMOVAL. Upon the termination of this Lease, the Tenant may remove any of its equipment or trade fixtures regardless of whether they are affixed to the Premises, provided that the Tenant shall repair any damage to the Premises as a result of such removal, and shall restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

17. QUIET ENJOYMENT. Upon the Tenant's payment of the rent and performance of all of the covenants and conditions on its part to be performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby granted without hindrance or interruption by the Landlord, subject to the covenants and conditions of this Lease.

18. LIABILITY. The Landlord and its agents and employees shall not be liable for, and the Tenant waives, any and all claims for damages to persons and property sustained by the Tenant or its agents, employees, invitees, or any person claiming through such parties, resulting from any accident or occurrence upon the Premises, except for the negligence of the Landlord or its agents and employees. This waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing, sewer, water systems or installations or from the operation of such equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of trespassers.

19. BROKER. No broker brought about this Lease, and neither party owes any commission as a result of its execution.

20. NOTICE. All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Landlord or the Tenant, as the case may be, at the address set forth in the first paragraph of this Lease. Either party may change its address by notifying the other of such change.

21. MODIFICATIONS. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. The terms, covenants and conditions contained in this Lease shall bind, and inure to the benefit of, the Landlord and the Tenant and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD: CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
By _____
President

TENANT: NIAGARA FALLS TEACHERS' CREDIT UNION
By _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Vincent J. Cancemi, President of Niagara Falls Board of Education, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.53 APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2016-17 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.54 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK FOR THE SERVICES OF AN OFFICER OF THE DAY FROM THE NIAGARA FALLS POLICE DEPARTMENT

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS The District wishes to enter into an agreement with the City of Niagara Falls, New York for an Officer of the Day for the purpose of creating and maintaining a safe and orderly school environment; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the resolution for these officers beginning on July 8, 2016 and terminating June 30, 2017; and

WHEREAS, The fee for these services shall be paid at a rate of Officer of the Day Program at Gaskill Prep School, LaSalle Prep School, and the Community Education Center, not to exceed \$95,000 in two equal payments on January 30, 2017 and June 30, 2017; therefore be it

RESOLVED, That the Board of Education approve the resolution for services from the City of Niagara Falls, New York for Police Officers and the City School District of the City of Niagara Falls, New York be approved.

6.54 APPROVAL OF AGREEMENT WITH THE CITY OF NIAGARA FALLS, NEW YORK FOR THE SERVICES OF AN OFFICER OF THE DAY FROM THE NIAGARA FALLS POLICE DEPARTMENT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER

Mr. Jocoy moved for approval of the following resolution. Mr. Barsys seconded the motion.

WHEREAS, The law allows a school district to have a Claims Auditor for the purpose of reviewing all invoices and claim statements for accuracy and compliance, before payment; and

WHEREAS, The position could be either one held by an employee or outsourced by the District to an independent contractor; and

WHEREAS, Establishing a Claims Auditor position, whether by employment or by independent contract, will assist the District to effectively meet its claims audit responsibility and better ensure protection of District assets; and

WHEREAS, District staff, recognizing the excellent work and cooperation of the current claims auditor with District staff to keep accounts payable in compliance with laws and regulations, has recommended to renew the contract with the existing Independent Claims Auditor – Denise Kolber.

RESOLVED, The Board hereby approves the Contract with Denise Kolber for her to perform claims auditor services at the rate of \$36.05 per hour for a sum not to exceed \$32,500.00 unless otherwise increased by the Board of Education for a term commencing July 8, 2016 and ending June 30, 2017, a copy of which is attached; and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AN INDEPENDENT CONTRACTOR

This Contract made this 8th DAY OF July, 2016 by and between the City School District Of The City Of Niagara Falls, 630 – 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and Denise Kolber (hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services as claims auditor as herein after described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding claims auditing, which services shall include, without limitation, the following:
 - a. Auditing of all District claims;
 - b. Verifying the legitimacy of all claims;
 - c. Verifying the authorization and approval of all claims
 - d. Verifying the mathematical correctness of each claim;
 - e. Verifying whether the claim is sufficiently itemized and documented;
 - f. Verifying whether the claim has adhered to all District policies;
 - g. Verifying whether the claim has met all legal and policy requirements pertaining to competitive bidding
 - h. Other duties as applicable to the claims audit function

All of these functions shall be performed under the direction of the Board of the First Party. The consultant should possess a thorough knowledge of the claims auditing process.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days and hours worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$32,500.00 unless otherwise increased by the Board of the First Party, to be paid at the rate of \$36.05 per hour. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance and professional liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from July 8, 2016 through June 30, 2017, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Second Party may not assign this Contract but may hire employees and/or assistants, provided however, the Second Party shall be responsible for all wages, benefits, and taxes for all employees and/or assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Denise Kolber

President
Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.55 APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR – DENISE KOLBER (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of July, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
 Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
 Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.56 APPROVAL OF CONTRACT FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/16—06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District hired EPIC, Inc. as an independent agency to render professional parent involvement and engagement services; and

WHEREAS, The term of this contract is for the period September 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall not exceed \$10,000.00 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and EPIC, Inc., attached hereto, for professional parent involvement and engagement services be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.56 APPROVAL OF CONTRACT FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/16—06/30/17 (cont'd.)

CONTRACT FOR INDEPENDENT PARENT ENGAGEMENT AND INVOLVEMENT SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Every Person Influences Children, Inc., 1000 Main St. Street, Buffalo, NY 14202, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional parent involvement and engagement services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional parent involvement and engagement which services shall include but not be limited to the following:

- a. Selected family engagement services and workshops to be implemented in accordance with program guidelines as agreed to by the first party and the second party
- b. Other activities as assigned

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of family engagement services and practices.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall invoice for services rendered at least quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6.56 APPROVAL OF CONTRACT FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/16—06/30/17 (cont'd.)

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

7. Term of Contract: This Contract shall be effective September 1, 2016 and terminate June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CIT SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President
Every Person Influences Children, Inc.

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Vincent Cancemi, President of Board of Education, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of **July**, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.56 APPROVAL OF CONTRACT FOR PARENT INVOLVEMENT SERVICES AND PROGRAMMING—EVERY PERSON INFLUENCES CHILDREN, INC.(EPIC, INC.) 9/1/16—06/30/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/7/16—06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District has hired Melinda A. Scime, Psychologist, PLLC. as an independent agency to render professional mental health counseling and consultation services; and

WHEREAS, The current term of the Contract is for the period July 7, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall not exceed \$38,000.00 and will be billed monthly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC., for professional mental health counseling and consultation services attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR MENTAL HEALTH COUNSELING AND CONSULTATION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC., 1517 Main St. Street, Niagara Falls, NY 14305, the second party.

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/7/16—06/30/17 (cont'd.)

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional mental health counseling and consultation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional mental health counseling and consultation which services shall include but not be limited to the following:

- a. individual mental health counseling services based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Community Schools Grant Initiative program

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of mental health counseling and consultation services and practices.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered at least monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/7/16—06/30/17 (cont'd.)

7. Term of Contract: This contract shall be effective from July 7, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Melinda A. Scime, Ph.D.
Melinda A. Scime, Psychologist, PLLC

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of **July** 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.57 APPROVAL OF CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR MENTAL HEALTH AND CONSULTATION SERVICES—MELINDA A. SCIME, PSYCHOLOGIST, PLLC. 7/7/16—06/30/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/16—08/31/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District has hired Northpointe Council as an independent agency to render professional drug abuse prevention and intervention services; and

WHEREAS, The current term of this contract is for the period September 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall not exceed \$8,000.00 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Northpointe Council., for professional drug abuse prevention and intervention services, attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Northpointe Council, 800 Main St., Suite 2A, Niagara Falls, NY 14301, the second party.

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/16—08/31/17 (cont'd.)

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional drug abuse prevention and intervention services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to professional drug abuse prevention and intervention which services shall include but not be limited to the following:

- a. individual counseling services based on school referral and screening by the first party and the second party
- b. small group or class-wide drug abuse prevention programming

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of drug abuse prevention and intervention services and practices.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The Second Party shall invoice for services monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

7. Term of Contract: This contract shall be effective from September 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

6.58 APPROVAL OF CONTRACT FOR PROFESSIONAL DRUG ABUSE PREVENTION AND INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR DRUG ABUSE PREVENTION AND INTERVENTION SERVICES—NORTHPOINTE COUNCIL 9/1/16—08/31/17 (cont'd.)

8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

President, Northpointe Council

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/16—08/31/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

WHEREAS, The current term of this contract is for the period September 1, 2016 through August 31, 2017; and

WHEREAS, The fee for these services shall not exceed \$13,000 and will be billed quarterly; therefore be it

RESOLVED, That the Contract between City School District of the City of Niagara Falls and Via Evaluation, Inc., for independent grant evaluation services, attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Analysis of all data necessary to meet requirements of the evaluation portion of the Community Schools Grant Initiative awarded by the New York State Education Department
- c. Customary Document Preparation and reporting of required data to appropriate parties

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/16—08/31/17 (cont'd.)

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The Second Party shall submit invoices not less than quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This Contract shall commence September 1, 2016 and terminate August, 31, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Gary Ciurczak
President, Via Evaluation, Inc.

President

6.59 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—VIA EVALUATION, INC. 9/1/16—08/31/17 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP)—VIA EVALUATION, INC. 7/7/16—6/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District hired Via Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

WHEREAS, The current term of this contract is for the period July 7, 2016 through June 30, 2017; and

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/7/16—6/30/17

WHEREAS, The fee for these services shall not exceed \$28,000 and will be billed quarterly; therefore be it

RESOLVED, That the Contract for professional evaluation services by an independent contractor for independent grant evaluation between the Niagara Falls City School District and Via Evaluation, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY VIA EVALUATION, INC.**

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation
- b. Analysis of all data necessary to meet requirements of the evaluation portion of the NCLB-Title II, Part B Math and Science Partnership Grant awarded by the New York State Education Department
- c. Customary Document Preparation and reporting of required data to appropriate parties

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/7/16—6/30/17 (cont'd.)

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. Invoice shall be submitted by the Second Party at least quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This contract shall be effective from July 7, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Gary Ciurczak
President, Via Evaluation, Inc.

President

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.60 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION (MSP) —VIA EVALUATION, INC. 7/7/16—6/30/17 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
 Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
 Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—VIA EVALUATION, INC. 7/7/16—06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District desires to retain Via Evaluation, Inc. as an independent consultant to render professional grant application preparation services; and

WHEREAS, The current term of this Contract for such purpose is July 7, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Attachment A); therefore be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the City School District of the City of Niagara Falls and Via Evaluation, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—VIA EVALUATION, INC. 7/7/16—06/30/17 (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

**CONTRACT FOR GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS AGREEMENT, made this 7th day of July, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 628 Washington Street, Buffalo, NY 14203, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
- c. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services as per "Attachment A". The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. License: The second party shall have a valid NYS Fundraising Council License as required by the New York State Office of the Attorney General.

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—VIA EVALUATION, INC. 7/7/16—06/30/17 (cont'd.)

6. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

7. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

8. Term of Contract: This contract shall be effective from July 7, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

9. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Gary Ciurczak
President, Via Evaluation, Inc.

President, Board of Education

Attachment A

July 7, 2016 – June 30, 2017

Via Evaluation, Inc. A La Carte Products and Services

Below is a list of products and services, and their cost that can be applied to a retainer, under the terms listed above, or purchased under individual contracts. All prices are approximate and are dependent upon project scope of work and Client's needs. In addition, **Via Evaluation will happily work with the Client to create custom products and services to meet Client program/project goals.**

Grant Procurement:

- Grant Opportunity (GO) Report Comprehensive - Research on the current state of funding availability, with an investigation into the top 5 federal, state and foundation funders that match your requirements with a projection of upcoming funding opportunities
- GO Report Updates – Quarterly GO Reports that include upcoming grant opportunities specific to your requirements along with GO Now Reports of time-sensitive information such as newly released grant opportunities with pressing deadlines as well as unexpected changes to existing grant opportunities.

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—VIA EVALUATION, INC. 7/7/16—06/30/17 (cont'd.)

- GO Procurement Package – The GO Report Comprehensive along with a year of GO Report Updates

GO Report Comprehensive	\$1,500 each
GO Report Updates	\$1,000 per year
GO Procurement Package	\$2,500 per year

Project Grant Writing Services:

- Request for Proposal review and organization/program matching
- Letter of Intent to Apply
- Draft Memorandum of Understanding (MOU(s))
- Program narrative writing
- Assistance with application budget development
- Budget narrative writing
- Access to Via Evaluation's Evaluation Department for grants that require an evaluative component
- Full application compilation and preparation for submission

Federal Grants	\$8,500
Complex State Grants	\$7,000
State and Complex County or Foundation Grants	\$6,000
Basic County and Foundation Grants	\$4,000

Logic Model:

- Visual process model of Client *program/project* inputs, activities, outputs and outcomes

Logic Model	\$4,000
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Theory of Action:

- Visual process model of *organizational* inputs, activities, outputs and outcomes

Theory of Action	\$8,000
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Staff or Served Population Surveys:

- Staff and served population survey creation, hosting, analysis and reporting on the topic of the Client's choice to aid in program/project effectiveness and potential revision. Also helpful, if not required, for grant applications

Basic Survey	\$4,000
Complex Survey	\$8,000

CONTACT US

If you would like further information, or have any questions about the products and services available to you through Via Evaluation's Grant Department please contact Holly Dickinson, Director of Grant Writing at 362-0627, ext. 203 or Holly@viaeval.com. Thank you!

6.61 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION—VIA EVALUATION, INC. 7/7/16—06/30/17 (cont'd.)

[illegible]

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)**ss:**
COUNTY OF NIAGARA)

On this _____ day of July 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.62 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, A Completed finalized budget infers that all accounts should be properly balanced, suggesting a need for budget transfers and amendments when necessary; and

WHEREAS, Budget transfers and amendments may be needed at times throughout the fiscal year and in the month of July and August 2016; therefore be it

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August as it pertains to the 2015-2016 budget; and

6.62 APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT (cont'd.)

RESOLVED, That the Superintendent review and approve all such transfers and amendments with the understanding that the Board will receive a transfer and amendment register in August which will show all transactions made and approved by the Superintendent of Schools.

The vote on the motion was unanimous.

6.63 APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH THE ORLEANS-NIAGARA BOCES, AND/OR VARIOUS MUNICIPALITIES AND GOVERNMENT AGENCIES

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, It is the plan of a number of public school districts in Orleans and Niagara Counties, New York, to bid jointly on bread/bread products, ice cream, chlorine, pizza, athletic equipment, custodial supplies, fuels and any other commodity items which would benefit the Niagara Falls School District; and

WHEREAS, The Board of Education of the School District of the City of Niagara Falls, New York, wishes to participate in the cooperative bidding program through BOCES and/or any other municipality or Government Agency which would benefit the District and expand its purchasing power. This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors; and

WHEREAS, The Board of Education of the School District of the City of Niagara Falls, New York, appoint the Purchasing Agent to represent it in all matters related above; therefore be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, agrees to (1) abide by majority decision of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the group; (3) that after award of contract(s) it will conduct all negotiations directly with the successful bidder(s); (4) purchase from those bids awarded by other public entities which would be in the best interest of the Niagara Falls School District.

The vote on the motion was unanimous.

6.64 APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR SHARED COST OF ONGOING LEGAL FEES INVOLVING STATE AID FOR SMALL CITY SCHOOLS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Association's Litigation Steering Committee will set legal fees for its component districts for fiscal year July 8, 2016 – June 30, 2017, and will bill the Niagara Falls City School District for these fees once they have been set; and be it

RESOLVED, That the Board of Education hereby agrees to share in the legal costs to pursue this litigation through its membership with NYSASCSD; and

RESOLVED, That the cost for these legal fees for Fiscal Year July 8, 2016 – June 30, 2017 are approved up to and including, but not to exceed, \$70,000.00; and

RESOLVED, That the President of the Board be authorized and directed to approve the invoice for these fees for Fiscal year 2016-2017; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on this Invoice once it has been received by the District.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The District has the need to sell notes and bonds as part of its business and cash flow operations; and

WHEREAS, The District has determined that it wants to continually evaluate and maximize the use school building aid, NYS EXCEL funding, Greenway financing and other creative financing instruments such as Quality Zone Academy Bonds (QZABs) to relieve the local residents of Niagara Falls from added costs to finance its capital projects and various cash flow needs; and

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017 (cont'd.)

WHEREAS, Capital Markets Advisors, LLC (CMA) is a highly respected local bond consultant with expertise in creative financing for school capital projects including the use of QZAB bonds; and

WHEREAS, The agreement was previously approved for a term of three (3) years from the date of the contract, subject to approval each year, and

WHEREAS, the District approved a three year contract with CMA on July 5, 2012; and

WHEREAS, The fee structure for CMA's services were included in the approved contract; and

WHEREAS, The fees for CMA's services connected with the issuance of bonds for capital projects will be included as incidental expenses in the capital projects budget for reimbursement through state aid, and

WHEREAS, An hourly rate of \$125.00 will be charged for other state aid filings and financial advisory services as the District may need from time to time, and, therefore, be it

RESOLVED that the Board of Education hereby agrees to retain Capital Markets Advisors, LLC as a bond consultant and financial advisor to the District for 2016-2017, and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED that the District Clerk be directed to obtain the signature of the President of the Board.

Capital Markets Advisors
Independent Financial Advisors
4211 N. Buffalo Road, Suite 19
Orchard Park, NY 14127 1

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement has been entered into this **1st day of June, 2016** by and between **City of Niagara Falls City School District, Niagara Falls, NY** ("Client") and **Capital Markets Advisors, LLC** ("Advisor") a limited liability company created under the laws of the State of New York and having its principal place of business at One Great Neck Road, Great Neck, New York 11021 with additional offices in New York City, Hopewell Junction, Elmira and 4211 North Buffalo Road, Suite 19, Orchard Park, NY 14127.

Section 1 Financial Advisory Services

Advisor will provide professional consultation on issues related to the structure, term and issuance of the District's short and long term debt in connection with serial bond, bond anticipation note and tax/revenue anticipation note financings, including Quality Zone Academy Bonds, (QZABs) or Quality School Construction Bonds (QSCBs) (collectively the "Issue") undertaken by the District during the term of this Agreement including:

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017 (cont'd.)

1. Meeting with the District's Superintendent, Assistant Superintendent of Finance, District Treasurer, Architect and Construction Manager to review the District's capital improvement program.
2. Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, credit rating process and market conditions.
3. Providing the financial expertise necessary to improve and maintain the District's credit rating in the bond and note market. The Advisor will provide information on pertinent market factors and historical trends in interest rates and yields.
4. Maintaining relationships with the credit rating agencies, coordinating presentations as needed and conducting training sessions for the District's Board of Education as may be necessary.
5. Preparing a financial plan for the current and future project to include the structure for debt issuance (BANs, RANs and Bonds), taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
6. Recommending alternative financing methods and the use of enhancements when appropriate.
7. Assisting the District with the selection of other professional service providers such as a financial printer, escrow agent, trustee and verification agent.
8. Coordinating the sale of debt with municipal officials, Bond Counsel, underwriters, insurers and prospective investors.
9. Assisting with the preparation of the Official Statement and other documents necessary to conduct bond and note sales.
10. Assisting with the preparation and filing of the debt statement for negotiated or competitively sold bond issues.
11. Coordinating the printing and dissemination by regular mail, e-mail and web posting of a Notice of Sale and Official Statement under which the bonds or notes are to be offered.
12. Assist with the advertisement of District debt sales in appropriate publications like The Bond Buyer.
13. Conduct bond and note sales at our offices, verify bids and make recommendations as to award.
14. Coordinate the closing of all debt issues among District officials, purchasers, Bond Counsel, DTC, rating agencies and other interested parties.

Section 2: Services Unrelated to a Specific Financing – Special Projects

1. Assuring compliance with IRS and SEC regulations and requirements such as the District's annual continuing disclosure obligation, material event notices and arbitrage reporting.
2. Upon request, assisting the District with the preparation and submission of SED forms and reports required to maximize and justify the District's State Aid claims. Complete and/or review various state aid forms such as the SA-139 *"Request for Building Project Data"*, SA-132 *"Serial Bond Schedule"*, the SA-135 *"Bond Anticipation Note Schedule,"* and *"Final Cost Report"* for execution and filing by the District officials. Monitor Prospective Amortized Building Aid for variance from anticipated levels.
3. Perform such other duties as necessary to insure the timely and efficient issuance of the District's debt and compliance with all Local, State and Federal Laws and regulations that pertain to District investments and debt.

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017 (cont'd.)

4. Work with District officials to maintain and improve its credit rating, including as appropriate, analyzing data, conducting comparative analysis of comparable credits and preparing for rating presentation meetings with the agencies in NYC.

5. Together with the Architect and Clerk of Works/Construction Manager, assist in the creation of an estimated cash flow for the project.

6. Assist in estimating appropriate Debt Service Budget figures based on the evolving Financial Plan.

7. If requested, attend and participate in Board meetings, work sessions, or public information meetings.

8. Prepare interim reports concerning financial matters of the project, as requested.

9. Assist with documentation and public relations related to Long-Range Financial Planning. Make public presentations, or be available as a resource, in connection with public meetings.

Section 3 Compensation

For Advisor's performance of services on behalf of Client as hereof, Advisor's fees associated with each issuance or service will be as follows:

For **Serial Bond issues with an Official Statement**: a base fee of \$5,000 plus \$0.50 per each \$1,000 of the par amount of bonds issued, with a minimum of \$9,500.

For **Bond, Tax and Revenue Anticipation Note issues with an Official Statement**: a base fee of \$3,000 plus \$.30 per each \$1,000 of the par amount of notes issued, with a minimum of \$4,500.

For **Serial or Statutory Installment Bond Issues less than \$1,000,000** using a Term Sheet (No Official Statement): a fee of \$2,900.

For **Bond, Tax and Revenue Anticipation Note issues less than \$1,000,000** using a Term Sheet (No Official Statement): a fee of \$1,800.

For **Refunding Bond issues with an Official Statement**: a base fee of \$15,000 plus \$1.00 per each \$1,000 of the par amount of notes issued.

Continuing Secondary Market Disclosure: CMA will charge a flat fee of \$1,750 for Continuing Disclosure inclusive of all required Material Event Notice filings pursuant to the new Municipal Securities Rulemaking Board ("MSRB") Rule G-42.

All other work for services rendered to the District at the District's request but unrelated to a specific bond or note issue, including State Aid filings, at the current hourly rate of \$135, adjusted each year on the anniversary date of this agreement, by the Consumer Price Index (CPI) used by the State for school district budgets. Work under this portion of the Agreement will not exceed \$25,000 without prior notification of, and consent by, the Board of Education.

Out of Pocket Expenses includes mailing fees, meeting expenses, internet distribution and if necessary, out-of-town travel reimbursable at current IRS rates.

Fees to Other Service Providers: In addition to fees paid to CMA for each financing, the District should expect to pay fees to Bond Counsel, and for serial bonds only, credit rating agency fees, municipal bond insurers, a financial printer, a local newspaper and/or the Bond Buyer for publication of legally required notices.

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017 (cont'd.)

Client will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, rating agency, legal advertising and other associated issuance expenses.

Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

Section 4 Term of Agreement

The term of this Agreement shall be for **three (3) years** from the date hereof.

Section 5 Disclosure

Advisor does not assume the responsibilities of Client, or the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 7 Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC
FEDERAL TAX I.D.: 02-0582108

By: _____
Rick Ganci
Sr. Vice President and Principal

City School District of the City of Niagara Falls

By: _____
Name: _____
Title: _____

6.65 APPROVAL OF CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT FOR ASSISTANCE IN THE SALE OF BONDS AND NOTES BY THE DISTRICT IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2016-2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.66 APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(B), 457(B) AND TAX-DEFERRED INVESTMENT PROGRAMS

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls has established a retirement plan (the "Plan") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"); and

HEREAS, It is the recommendation of the administration that the District renew the services of the Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and

WHEREAS, The effective date of this Agreement is July 8, 2016, expiring on June 30, 2017 unless cancelled by either party with 30 days written notice;

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in;

WHEREAS, the District has selected the Limited Preferred Provider Program option for a 2016-17 cost of \$1,500.00 with an additional cost of \$864.00 for 24 Non-P3 Service Provider accounts that will be reimbursed to the district from Carroll Financial Services, Inc. ; therefore be it

RESOLVED, That the Board approve the Agreement with Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and further be it

6.66 APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(B), 457(B) AND TAX-DEFERRED INVESTMENT PROGRAMS (cont'd.)

RESOLVED, That the annual maintenance fee for 2016-2017 is \$2,364.00, of which, \$864.00 will be reimbursed to the district by Carroll Financial Services, Inc. for a net cost of \$1,500.00; and further be it

RESOLVED, That this Agreement will commence on July 8, 2016 and expire on June 30, 2017 unless cancelled by either party with 30 days written notice; therefore be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Services Agreement Reinstatement from OMNI attached approving the re-enrollment of the District in their Preferred Provider Program for 2016-2017.



Water Tower Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

Services Agreement Reinstatement

Name of Employer: Niagara Falls City School District

The Services Agreement for the fiscal year Jul 1, 2015 – Jun 30, 2016 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated for the fiscal year Jul 1, 2016 - Jun 30, 2017 with the following fee schedule below:

FEE SCHEDULE FOR 2016-2017 YEAR

Billing Option: Preferred Provider Program (P3) - Limited

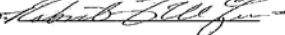
<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>			\$ 1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	24	\$36.00	864.00
<u>457(b) Accounts</u>	-		Included
<u>Total 2016-2017</u>			\$ 2,364.00

**includes 403(b) ROTH Accounts if allowed*

EMPLOYER:

By: _____
Title: _____
Date: _____

OMNI FINANCIAL GROUP, INC.

Name: 
By: Robert F. McLean, President
Date: May 25, 2016

PLEASE RETURN A SIGNED COPY BY JULY 1, 2016

NY-546

Phone: (585) 436-OMNI • FAX: (585) 436-3633 • Toll Free: (877) 544-OMNI • www.omni403b.com

6.66 APPROVAL OF AGREEMENT WITH OMNI FINANCIAL GROUP, INC. TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND IRS TAX-COMPLIANT SERVICES FOR THE DISTRICT'S 403(B), 457(B) AND TAX-DEFERRED INVESTMENT PROGRAMS (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.67 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/16-06/30/17

Bishop Dobbs moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS The City School District of the City of Niagara Falls wishes to enter a partnership agreement with Orleans/Niagara Board of Cooperative Educational Services (BOCES) for the provision of ABE/TASC preparation to students aged 17-20; and

WHEREAS, BOCES Orleans/Niagara is an accredited educational institution capable of providing such services; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize this partnership arrangement; and

WHEREAS, An agreement covering the term September 1, 2016 through June 30, 2017 has been requested and is attached; therefore be it

RESOLVED, That the Board of Education approves the Partnership Agreement for the provision of ABE/TASC preparation to students aged 17-20 for the term September 1, 2016 – June 30, 2017 and

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.67 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/16-06/30/17 (cont'd.)

**PARTNERSHIP AGREEMENT
between
ORLEANS/NIAGARA BOCES
and
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**

This Partnership Agreement is entered into by the City School District of the City of Niagara Falls, and Orleans/Niagara BOCES. The Niagara Falls City School District's principal place of business is at 630 66th Street, Niagara Falls, NY 14304. The Orleans/Niagara BOCES principal place of business is at 4232 Shelby Basin Road, Medina, New York 14103.

The Niagara Falls City School District wishes to enter into an agreement with Orleans/Niagara BOCES (BOCES), an accredited educational institution capable of providing training described in contract.

BOCES agrees to:

- Provide a literacy instructor for 20 hours per week to teach ABE/TASC preparation to student drop-outs aged 17 to 20 at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304.
- Provide ABE/TASC instruction for all student drop-outs 17 to 20 years old who attend BOCES adult ABE/TASC preparation classes at the Trott Building, Caroline's House, and the Salvation Army.
- Classroom enrollment format will be open entry/open exit with a maximum size of twenty students at any one time at the 6040 Lindbergh Avenue, Niagara Falls, NY 14304, location.
- Provide all books and materials required for the program.
- Provide assessment staff and materials to include pre and post TABE/BEST Plus testing.
- Provide case management as needed or requested by the instructor and/or student.
- Provide clerical support for all data collection and recording. BOCES will collect and record attendance daily on each student 17 to 20 years old.
- Provide a designated contact person, responsible for communications, questions and deliverables as provided for in this partnership agreement.
- Require original signatures on written authorizations for release of any academic information to be provided to the academic partner prior to release-requested information in compliance with FERPA regulations.

City School District of the City of Niagara Falls agrees to:

- Pay the consideration of \$25,000 to cover the cost to deliver the ABE/TASC program to the participants. Payments to BOCES will be made regardless of student participation once the course has commenced.
- Provide a classroom at the Community Education Center, 6040 Lindbergh Avenue, Niagara Falls, NY 14304, at no cost to the BOCES.
- Provide security in the building when classes are in session.
- Provide enrollment registrations for each student, including verification of student's age.
- Provide verification of each enrollee's drop-out status.

6.67 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/16-06/30/17 (cont'd.)

Terms: Program Cost is \$25,000 for the period of July 1, 2016, through June 30, 2017. Payments are to be made in 2 equal installments. The first installment of \$12,500 is due on December 1, 2016, and the second installment of \$12,500 is due on June 1, 2017. This program is not BOCES aidable.

The BOCES will invoice Niagara Falls City School District 30 days in advance of the due date of each payment.

Payment: Contractee agrees to pay BOCES the full tuition costs and allowable fees regardless of student participation once the program has commenced. Students will not be responsible for paying any fees directly to the academic institution.

Termination: Either party may cancel this Agreement upon 45 days written notice to the other party. In the event of cancellation of the Agreement, any services rendered by the BOCES, but not yet paid for, will be due from the contractee upon cancellation.

IN WITNESS WHEREOF, the parties listed below hereto have agreed to this Partnership Agreement and its contents.

Date _____

Date _____

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF NIAGARA)ss:

On this _____ day of **July** 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.67 APPROVAL OF PARTNERSHIP AGREEMENT FOR PROVISION OF ABE/TASC PREPARATION TO STUDENTS AGED 17-20 BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA - 9/1/16-06/30/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilaro, and Mr. Cancemi

Nays: None

Carried

6.68 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls has a significant number of high need, high cost students; and

WHEREAS, the process for aiding those high costs is through the New York State Education Departments System to Track and Account for Children (STAC). It is the recommendation of the administration that the District renew the services of Ruffell Reimbursements for the processing and submission of STAC paperwork and information to the New York State Department of Education State Aid division; and

WHEREAS, District staff, recognizing the excellent work and cooperation Ruffell Reimbursements has demonstrated in the performance of its contracted duties.

RESOLVED, That the Board approve the Agreement with Ruffell Reimbursements' professional review, administrative, and submission services to the NYSED STAC Unit; and further be it

RESOLVED, That the annual fee for 2016-2017 be \$13,200, which will be paid at a rate of \$1,100 per month for term commencing July 8, 2016 and ending June 30, 2017, a copy of which is attached; and further be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and

6.68 APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT'S STAC PROCESSING PROGRAM (cont'd.)

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.



Ruffell Reimbursements

626 Maris Run
Webster, NY 14580

(585) 861-2300
RuffRBS@Rochester.RR.com

Re: Agreement for Contractual Services

This document describes the agreement between **Niagara Falls City School District** and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract July 3, 2015

Compensation \$ 13,200 Annually or \$ 1100.00 /Monthly

Service Agreement This contract remains current unless there is a change in services or compensation. At that time an amendment can be made to the contract. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this contract. If contract is terminated, all invoices must be paid up until the 60th day of termination.

Payment for Services Payments shall be based on monthly invoices and billed at \$ 1100.00 /month. Payment will be due to Ruffell Reimbursements the fifteenth day of each month for the prior month of service. Statements must detail services rendered for that specific month period of service.

District Contract The contractor will routinely report to the Joe Giarrizzo. Reimbursement reports of activities will be prepared for the School District upon request.

Services to be performed STAC:
• Contractor will submit for STAC reimbursement for School-Age students throughout the school year. See Statement of Services for more detailed information.

Services as an Independent Contractor does not entitle us to contractual benefits as provided to the employees of the District, including unemployment insurance, workers compensation insurance, disability insurance, social security contributions, hospitalization, health related insurance or liability insurance. We are responsible for securing these services for ourselves. In addition, we are reminded that contractual payments for personal services do not withhold monies for State or Federal Taxes as would be the case of a District employee.

Also, as an Independent contractor, we do not have the right to be indemnified by the District for claims brought against the District, which relates to our negligence in providing such services.

I hereby acknowledge and agree to the conditions of this agreement for the services as specified here

Joy Ruffell – Owner

Date

Appropriate Business Official

Date

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.69 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT REPLACEMENT OF SWIMMING POOL HEAT RECOVERY UNIT PROJECT

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Niagara Falls City School District proposes to replace the existing swimming pool heat recovery unit at Cataract Elementary School; and

WHEREAS, the process for replacing the unit is considered a capital project; and

WHEREAS, the New York State Education Department Regulations for School District Implementation of State Environmental Quality Review Act (“SEQRA”) specify that the local school district/board of education, and not the SED, is the appropriate agency to undertake project review under SEQRA; and

WHEREAS, this project involves the *“maintenance or repair involving no substantial changes in an existing structure or facility”*;

WHEREAS, that the component of the project is a Type II action pursuant to 6 NYCRR 617.5 (c)(1); therefore

RESOLVED, That the requirements of 6 NYCRR Part 617 have been met.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.70 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT REPLACEMENT OF PLAYGROUND EQUIPMENT PROJECT

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Niagara Falls City School District proposes to replace the existing playground equipment at 79th Street Elementary School; and

WHEREAS, The process for replacing the playground equipment is considered a capital project; and

6.70 STATE ENVIRONMENTAL QUALITY REVIEW RESOLUTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK SCHOOL DISTRICT REPLACEMENT OF PLAYGROUND EQUIPMENT PROJECT (cont'd.)

WHEREAS, The New York State Education Department Regulations for School District Implementation of State Environmental Quality Review Act (“SEQRA”) specify that the local school district/board of education, and not the SED, is the appropriate agency to undertake project review under SEQRA; and

WHEREAS, This project involves the “construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density”; and

WHEREAS, That the component of the project is a Type II action pursuant to 6 NYCRR 617.5 (c)(10); therefore

RESOLVED, That the requirements of 6 NYCRR Part 617 have been met.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.71 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES’ RETIREMENT SYSTEM

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees’ Retirement System (NYSERS); and

WHEREAS, The New York State and Local Employees’ Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration requests the Board annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, that the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees’ Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

6.71 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

RESOLVED, That the President of the City School District of the City of Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS).and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Adult Ed. Lifeguard	2 hrs.	6 hrs.
Associate Classroom	5.5 hrs.	6 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	6 hrs.	6 hrs.
Associate Library	5.5 hrs.	6 hrs.
Associate Physical Ed -6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Physical Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed – 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
AV Tech	8 hrs.	8 hrs.
Budget Manager	7 hrs.	7 hrs.
Building Attendant - Central Office	7hrs.	7 hrs.
Building Attendant - NFHS	7 hrs.	7 hrs.
Classroom Associate Phys. Ed-5.5 hrs.	5.5 hrs.	6 hrs.
Cleaner 7 hr.	7hrs	7 hrs.
Cleaner 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.
Cook and Asst. Cook	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Energy & Procurement Specialist	7 hrs.	7 hrs.

6.71 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.
Network Engineer	7 hrs.	7 hrs.
Network Tech	7 hrs.	7 hrs.
Nurse Part-Time	7.5 hrs.	7.5 hrs.
Nurse Practitioner	7 hrs.	7 hrs.
Nurse R.N.	7.5 hrs.	7.5 hrs.
Part time Cleaner	4.8 hrs.	6 hrs.
Porter	8 hrs.	8 hrs.
Principal Account Clerk	7 hrs.	7 hrs.
Purchasing Clerk	7 hrs.	7 hrs.
Safety Officer	8 hrs.	8 hrs.
Schedule/Attendance Specialist	7 hrs.	7 hrs.
School Monitor - Lunch	3 hrs.	6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.
Seasonal Laborer	8 hrs.	8 hrs.
Secretary I	7 hrs.	7 hrs.
Secretary II	7 hrs.	7 hrs.
Secretary III	7 hrs.	7 hrs.
Senior Account Clerk	7 hrs.	7 hrs.
Senior Auto Mechanic	8 hrs.	8 hrs.
Senior AV Tech	8 hrs.	8 hrs.
Senior General Repairer	8 hrs.	8 hrs.
Senior Groundskeeper	8 hrs.	8 hrs.
Senior Network Tech	7 hrs.	7 hrs.

6.71 APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM (cont'd.)

Title	Actual Hours	Standard Work Day
Senior School Monitor 7 hrs.	7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.	6 hrs.
Storekeeper	8 hrs.	8 hrs.
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Systems Engineer	7 hrs.	7 hrs.

Standard work days are being set for each employee type for retirement purposes only. New York State Employee Retirement System requires that a standard work day cannot be less than six nor more than eight hours per day.

Actual work days vary in accordance with the District's collective bargaining agreements.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.72 APPROVAL OF THE 2016-2018 PROFESSIONAL DEVELOPMENT PLAN

Mr. Jocoy moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District's Teacher Resource Center Policy Board is the Professional Development Team to develop a Professional Development Plan for 2016 -2018; and

WHEREAS, The Professional Development Team developed the 2016-2018 Professional Development Plan; and

WHEREAS, The District's Teacher Resource Center Policy Board will review the Professional Development Plan on an annual basis; and

WHEREAS, This plan provides the framework for the professional development of the District's certificated staff; and

6.72 APPROVAL OF THE 2016-2018 PROFESSIONAL DEVELOPMENT PLAN (cont'd.)

WHEREAS, The plan meets the requirements for such an instrument in the Commissioner's Regulations; and

WHEREAS, This plan should serve as a guide for future actions related to professional development; therefore be it

RESOLVED, The Board of Education hereby approves the 2016-2018 Professional Development Plan a copy of which is on file in the Human Resource Office (also, plan can be viewed on [BoardDocs.. see "Meetings", 2016, 07/07/2016, 6, 6.72](#)); and be it further

RESOLVED, That the Professional Development Plan, as approved, be implemented by the Superintendent and be used as a guide for future professional development activities.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.73 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR JULY 25 – AUGUST 30, 2016

Mr. Barstys moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The goal of the NCS Pearson, Inc. on-site technical assistance visits is to provide school and District staff and classroom teachers the tools necessary to align curriculum, instruction and assessment with the Common Core Learning Standards; and

WHEREAS, Participants will have an opportunity to link current practice with student need, and explore how the NYS assessments inform professional development and pedagogical needs; and

WHEREAS, the NCS Pearson, Inc. specialist in literacy will provide 6 days of on-site technical assistance to District staff to support the customization of curriculum in English Language Arts; therefore be it

6.73 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR JULY 25 – AUGUST 30, 2016 (cont'd.)

RESOLVED, That the Board of Education hereby approves the Contract with NCS Pearson, Inc., a copy of which is hereto attached which provides, among other things, for services to provide technical assistance to a core curriculum committee for a term commencing July 25, 2016 and terminating June 30, 2016 for an amount not to exceed \$18,900; and further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 7th day of July, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NCS Pearson, Inc., (hereinafter "Pearson").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Pearson as an independent contractor and Pearson hereby accepts such engagement, to render to the District the services in implementing Common Core Standards, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Pearson shall provide and render to the District the following services:

a) On-site technical assistance for implementing Common Core Standards for Literacy. Services include assisting District staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.

b) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Pearson possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. Pearson shall not be an employee of the District. Pearson is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

6.73 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR JULY 25 – AUGUST 30, 2016 (cont'd.)

4. Compensation. Upon receipt of invoices, the District shall pay to Pearson for its services hereunder a sum not to exceed Eighteen thousand, nine hundred dollars (\$18,900) payable as follows: upon receipt of invoice showing all 6 (six) days of technical assistance. Payment of check payable to the order of Pearson shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Pearson shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Pearson and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Pearson and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 25, 2016 and Terminate on August 30, 2016 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Pearson under this Agreement are unique and personal. Accordingly, Pearson party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NCS Pearson, Inc.

City School District of City of
Niagara Falls

President

President

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.73 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NCS PEARSON, INC. FOR JULY 25 – AUGUST 30, 2016 (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _ day of **July** 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Rev. Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF A PROPOSED POLICIES

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR

The following Purchasing Policy and Procedures 2010-5410 for 2016-2017 School Year were approved unanimously on the motion that was made by Mr. Petrozzi and seconded Mr. Barstys.

WHEREAS, The New York State General Municipal Law requires the Board of Education to adopt internal policies and procedures, governing all procurement activities and to review such policies and adopt them annually; and

WHEREAS, In 2010, the Board amended its Purchase Policy and Procedures to provide and reflect the then changes in the law, specifically the increase of threshold requirements for public bidding on public works from \$20,000, to \$35,000, and on purchases from \$10,000, to \$20,000; and

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, The Policy as amended was adopted and approved by the Board at its meeting of July 1, 2010; and

WHEREAS, The Board must review and adopt the Purchase and Procedure Policy; therefore, be it

RESOLVED, That Board does hereby review and approve the attached Purchasing and Procedures Policy 2010-5410 as described in District's Policy Manual, File No. DJED, for school year 2016 – 2017.

2010 5410
Non-Instructional/Business
Operations
NF/EB

SUBJECT: PURCHASING

- a) The intention and measure of efficient and economical purchasing by the Purchasing Department, shall be to acquire the best possible price for the best products and best services available within the budgetary limits for specific purposes
- b) The purchasing, receiving, storing and distribution of necessary supplies, equipment, and services for use in the education program and for the auxiliary services represent a significant expenditure in the school budget. These items must be procured efficiently and economically. The measure of efficient, economical purchasing is the degree to which the right items are provided at the right price, in the right quantity, to the right place, at the right time.
- c) The Board declares its intention to purchase competitively without prejudice and to seek maximum education value for every dollar expended.
- d) The acquisition of services, equipment and supplies shall be centralized in the Purchasing Department under the direction of the Purchasing Agent, which shall function under the supervision of the School Business Administrator.
- e) All requests for expenditures, whether budget items or not, shall be subject to the approval of Department Heads and/or Principals.
- f) Purchasing procedures employed shall comply with all applicable laws and regulations of the state and per Board approved policies. (*See Bid/Procurement Procedures, File DJED.*)

Competitive Bids and Quotations

The following POLICY ON PURCHASING PROCEDURES for the School District of Niagara Falls, New York, was first approved by the Niagara Falls Board of Education at their Regular Board Meeting of November 4, 1993, and at every subsequent yearly Reorganizational Meeting since:

The School District of the City of Niagara Falls, New York, shall comply with the New York State General Municipal Law, Chapter 413, Section 103 governing bid procedures for purchase contracts for items in excess of **twenty thousand dollars (\$20,000)** and public work contracts of thirty-five thousand dollars (\$35,000) or more within a given fiscal year.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR (cont'd.)

The School District shall also adhere to the Education Law, Section 2513 in advertising for said bids. A legal notice shall be published in the School District's Official Newspaper, the **NIAGARA GAZETTE**, at least five (5) days prior to the opening of bids. Any additional advertising to stimulate competitiveness shall be at the discretion of the Administration, based on the subject of the bid.

The Administration has the right to request or waive the formality of a bid or performance bond in the preparation of the bid documents or award, depending on the scope of the bid.

Any sealed bids presented to the Administration after the advertised bid deadline shall remain sealed, time and date noted, and returned to the bidder.

Contracts shall be awarded to the lowest responsible bidder in accordance with specifications, terms and conditions as set forth in the coordinating bid. In the event the Administration awards the contract to any bidder other than the lowest dollar offerer, they shall be required to present justification as to why the purchase was in the best interest of the School District.

The Purchasing Officer shall try to maintain updated Minority Vendor Listings from the published documents and internal records, and whenever possible shall include minority vendors as part of the bidders' list.

In keeping with the Affirmative Action Policy of the School District of the City of Niagara Falls, the Board will attempt to commit five percent (5%) of the total purchases to minority vendors. They shall also encourage capital project contractors to make every reasonable effort to establish the level of minority participation at a minimum of five percent (5%) of the contractor's labor force and/or material purchases from minority enterprises.

All factors being equal, a tie bid shall be awarded to a local vendor. However, in keeping with the Affirmative Action Policy of the School District of Niagara Falls, if a tie exists concerning a local vendor and a minority vendor, all things being equal, the Board of Education will split the award at the consent of both vendors involved. In the absence of consent of both parties, or if the award does not warrant dividing, the tie will be given to the Minority Vendor. When a Minority Vendor and an out-of-town vendor tie, the tie will be given to the Minority Vendor. In all instances, the Minority Vendor designation must be identified by an official certification accompanying the bid.

Request for Proposal Process for the Independent Auditor

In accordance with law, no audit engagement shall be for a term longer than five (5) consecutive years. The District may, however, permit an independent auditor engaged under an existing contract for such services to submit a proposal for such services in response to a request for competitive proposals or be awarded a contract to provide such services under a request for proposal process.

Procurement of Goods and Services

Under Section 104-b of the General Municipal Law, effective June 22, 2010, procurement of goods, and services for which competitive public bidding is not required [items not meeting the dollar limitation value of twenty thousand dollars (\$20,000) or public works of thirty-five thousand dollars (\$35,000)] must still be done in a manner so as to assure the prudent and economical use of public monies, in the best interest of the taxpayers, to facilitate the acquisition of goods, and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR (cont'd.)

- a) Solicitation for verbal or written quotations shall be done in the procurement of most equipment, costly supplies, and any time a quantity discount can be realized. Variables such as delivery, assembly, lead-time, cost, etc., will determine the mode the Purchasing Department will use in the quotation procedure, and will canvass at least three (3) vendors for pricing.
- b) Formal bid procedures may still be utilized at the discretion of the Purchasing Officer if he/she ascertains any advantages can be realized over informal quotations for better pricing, quality, and delivery.
- c) Written Quotations should be received for any public works not subject to competitive bidding in the best interest of the Board, and the Administration will decide at that time whether a performance bond is required.
- d) Whenever possible, Requests for Proposals will be accepted for Professional Services that are usually exempt from the bidding process.

Circumstances where purchases should not be held, awaiting solicitation of bids or quotations should be:

- a) Emergencies where time is a crucial factor: (Documentation should accompany purchase request.)
 - 1. When the situation arises out of an accident or unforeseen occurrence or condition.
 - 2. When property, life, health, or safety, are affected.
 - 3. When situations that require immediate attention occur which cannot await public bidding.
- b) Certain Food Purchases: Whenever possible, quotations are to be done to ascertain that we are getting the best prices possible in the interest of the School District. However, since most food purchases are purchased to compliment meals prepared in conjunction with Free Government Commodities given to the Board on a monthly basis, lead time does not warrant procurement of these type foods on a formal bid/quote basis.
- c) Sole Source Commodities: The Administration must ascertain that these types of commodities are indeed sole source by obtaining documentation.
- d) Professional Services, which because of the confidential nature of the services do not lend themselves to procurement through solicitation.
- e) Purchasing items through the New York State Contract (General Municipal Law 104).
- f) Purchasing articles manufactured in the State Correctional Institutions (Correction Law, Sections 184, 186).
- g) Purchasing items from Agencies for the Blind or Disabled (State Finance Law, Section 175-b).

Cooperative Purchasing

A resolution was approved by the Niagara Falls Board of Education at their Regular Board Meeting on July 2, 1998, and at every subsequent yearly Reorganizational Meeting, to endorse cooperative purchasing through the BOCES agencies, and/or various municipalities and government agencies which would benefit the District, expand its purchasing power, and which would be in the best interest of the Niagara Falls City School District.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR (cont'd.)

This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors.

Alternative Formats for Instructional Materials

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's Regulations.

District Plan

As required by federal law and New York State Regulations, the District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. Each school district has the option of participating in the National Instructional Materials Access Center (NIMAC). Whether a district does or does not participate in NIMAC, the district will be responsible to ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner and in a format that meets NIMAS standards. The New York State Education Department (NYSED) recommends that school districts choose to participate in NIMAC, because this national effort to centralize the distribution of instructional materials in alternate formats will help guarantee timely provision of such materials to students.

For school districts, Boards of Cooperative Educational Services (BOCES), State-operated schools, State-supported schools and approved private schools that choose to participate in NIMAC, contracts with publishers executed on and after December 3, 2006 for textbooks and other printed core materials *must* include a provision that requires the publisher to produce NIMAS files and send them to the NIMAC (this will not add any cost to the contract).

For more information regarding NIMAC including model contract language, Steps for Coordinating with NIMAC and an IDEA Part B Assurances Application, see website:

<http://www.vesid.nysed.gov/specialed/publications/persprep/NIMAS.pdf>

Environmentally Sensitive Cleaning and Maintenance Products

In accordance with Commissioner's Regulations, State Finance Law and Education Law, effective with the 2006-2007 school year, the District shall follow guidelines, specifications and sample lists when purchasing cleaning and maintenance products for use in its facilities. Such facilities include any building or facility used for instructional purposes and the surrounding grounds or other sites used for playgrounds, athletics or other instruction.

Environmentally sensitive cleaning and maintenance products are those which minimize adverse impacts on health and the environment. Such products reduce as much as possible exposures of children and school staff to potentially harmful chemicals and substances used in the cleaning and maintenance of school facilities. The District shall identify and procure environmentally sensitive cleaning and maintenance products which are available in the form, function and utility generally used. Coordinated procurement of such products as specified by the Office of General Services (OGS) may be done through central state purchasing contracts to ensure that the District can procure these products on a competitive basis.

7. REVIEW OF A PROPOSED POLICIES (cont'd.)

7.01 APPROVAL OF PURCHASING POLICY AND PROCEDURES 2010-5410 FOR 2016-2017 SCHOOL YEAR (cont'd.)

The District shall notify their personnel of the availability of such guidelines, specifications and sample product lists.

Contracts for Goods and Services

No contracts for goods and services shall be made by individuals or organizations in the school that involve expenditures without first securing approval for such contract from the Purchasing Agent.

No Board member or employee of the School District shall have an interest in any contract entered into by the Board or the School District.

Upon the adoption of a resolution by a vote of at least three-fifths (3/5) of all Board members stating that for reasons of efficiency or economy there is need for standardization, purchase contracts for a particular type or kind of equipment, materials or supplies of more than ten thousand dollars may be awarded by the Board to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in law.

20 United States Code (USC) Section 1474(e)(3)(B)
Education Law Sections 305(14), 409-i, 701, 1604, 1709, 1950, 2503, 2554 and 3602
General Municipal Law Articles 5-A and 18
State Finance Law Sections 162 and 163-b
8 New York Code of Rules and Regulations (NYCRR) Sections 155, 170.2, 200.2(b)(10), 200.2(c)(2) and 200.2(i)

Initial Adoption Date June 22, 2010

Revised August 26, 2010

Annual Adoption: July

THRESHOLDS FOR PURCHASING OF SUPPLIES, EQUIPMENT AND SERVICES

<u>SUPPLIES</u>	
<u>\$CURRENT THRESHHOLD</u>	<u>QUOTES NEEDED</u>
\$1,500 or less	judgment/catalog pricing
\$1,501 to \$3,500	3 verbal quotes
\$3,501 to \$19,999	3 written quotes
\$20,000 and over	public and advertised bid
<u>SERVICES</u>	
<u>\$CURRENT THRESHHOLD</u>	<u>QUOTES NEEDED</u>
\$5,000 or less	judgment
\$5,001 to 10,000	3 verbal quotes
\$10,001 to \$34,999	3 written quotes
\$35,000 and over	public advertised bid

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried – Policy Adopted

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mark Laurrie
July 7, 2016

Group Picture - Board to remain after the meeting to take a group picture.

Board Retreat – It was agreed that the Retreat be held two days, one day in-house and one day off-site from 4:30 to 8:30 p.m. The first day will be Tuesday, July 12, in the Executive Board Room; dinner will be catered. The second day will be held at Antonio's Conference Center. Mr. Laurrie listed and highlighted some of the topics scheduled for discussion.

Elementary Program – 245 students will be participating; program will run for five weeks/four days a week. Bussing will be provided.

Mr. Laurrie highlighted his meeting with Senator Ortt and encouraged him to keep the money coming in.

Microsoft Office State Champion - student Michael Lydon, who was selected the Microsoft Office State Champion was one of the 600,000 students in the Country who took the exam and Mr. Lydon placed number 10 out of 108 students selected by Microsoft. A special recognition of Mr. Lydon's accomplishment will be acknowledged at the August Regular Board Meeting. Thanks to the Board for supporting the District's decision to cover travelling and hotel costs for Mr. Lyndon and his father for the trip to Orlando, Florida, where the competition was held.

Expressions of Appreciation – Mr. Laurrie thanked the Board for their support and the confidence they have in him. He appreciates the support he has received from Administration and the community. He stated that we, as a District, are going in a positive direction. He thanked Mrs. Dumas for the work she did in putting together the bound book of resolutions for tonight's meeting. He thanked Mr. Giarrizzo, Ms. Massaro, and staff for their support and for the work they do. Mr. Laurrie acknowledged and paid tribute to his family who were in the audience (wife, children, and mother). He stated that his family is the most important thing to him and that nothing will get in the way of that. He shared some personal thoughts about each

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mark Laurrie
July 7, 2016
(cont'd)

member of his family, his wife and how she always put his concerns first, his children's accomplishments in terms of their education and careers, how proud he is that they are a product of this District, and he thanked them for their continued support and love. He stated that his mother and father raised him and his brothers right and that his father, the late Robert (Bob) Laurrie, would be so proud of them. He stated that we have a lot of work to do and that he looks forward to the coming school year and working with everyone. *We had a 93 percent graduation rate, graduation was great, and that's why we do all of this so that our students can graduate.*

BOARD MEMBERS REPORTS AND COMMENTS

Board members congratulated Mr. Laurrie on his appointment as Superintendent and acknowledged how proud his family must be of his accomplishments. They look forward to working with Mr. Laurrie in the coming year and some expressed how excited they are about some of the plans/topics highlighted for the Retreat to continue to move the District forward. Board members thanked his family for their sacrifice, support, and for lending him to the District.

Board members commended and thanked Mrs. Bianco for her many successes and for her leadership as Superintendent. The Board thanked Mrs. Rotella for her many years of service to the District as a Board member and an educator.

Board members concurred that graduation was great and they expressed how proud they were of everyone involved, the students, staff, parents, and for the direction that the graduation rate is going, and that is up; 93 percent this year.

Board members and the Superintendent commended Mr. Cancemi and Mr. Restaino on their election as Board President and Vice President, respectively. They thanked Mr. Vilardo and Mrs. Rotella for their outstanding leadership as Board President and Vice President.

Newly-elected Board member Earl Bass was welcomed by the Superintendent and the Board; *we look forward to working with you.*

Mr. Petrozzi further thanked the family for lending Mr. Laurrie to them and that the plan is to keep him for a long time.

Mr. Barstys further thanked Mr. Vilardo and Mrs. Rotella for a smooth year; they did a great job as Board officers. He thanked Ms. Massaro for the excellent job that she does in Human Resources; he thanked Mrs. Dumas for the work that she does.

BOARD MEMBERS REPORTS AND COMMENTS (cont'd.)

Bishop Dobbs congratulated Mr. Laurrie and stated that he has always been dedicated to the District. He recalled the positive relationship he had, as a youngster, with the late Robert "Bob" Laurrie. Bishop Dobbs thanked staff for the remarkable job they do each day.

Mr. Bass congratulated everyone and stated that he, too, looks forward to working with everyone and serving the District.

Mr. Paretto thanked staff for another remarkable job. He, too, talked about the dedication he saw in Mr. Laurrie back in the 1980s. He looks forward to working together for a positive outcome.

Mr. Restaino thanked the Board for their support for electing him as Vice President. He stated that this is a different atmosphere and that he looks forward to the Retreat where we will be having frank conversations and hearing ideas for where we would like to see the District move.

Mr. Cancemi thanked the Board for their support in electing him as Board President and to Mr. Vilardo and Mrs. Rotella for their leadership. He looks forward to helping to make our dreams for the District come true.

ADJOURNMENT

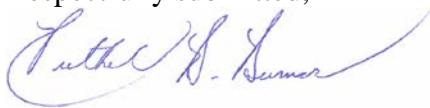
At approximately 8 p.m. Mr. Barstys motioned to adjourn the Regular Board Meeting in memory of the following. Mr. Vilardo seconded the motion. All were in favor.

*Mrs. Nancy J. Scrudieri, retired secretary

*Russell R Nixon (retired teacher of 34 years)

The July 7, 2016 Regular Board Meeting was adjourned.

Respectfully submitted,



Ruthel D. Dumas
District Clerk, rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2016 MEETINGS - MINUTES

DATE: July 12, 2016

KIND OF MEETING: Board Retreat

LOCATION: Administration Central Office Board Room, 630 66th Street,
Niagara Falls, NY

CALL TO ORDER: The Board Retreat was called to order by President
Cancemi at 4:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

MEMBERS ABSENT: None

STAFF: Mr. Laurie, Ms. Massaro, Mr. Giarrizzo,
Mr. Massaro, and Mr. Roscetti

TOPICS OF DISCUSSION:

There were open discussions on various topics. No official action was
taken at the Retreat.

BOARD RETREAT ADJOURNED

The July 12, 2016, Board Retreat was adjourned around 9 p.m. There
were no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

JULY 2016 MEETINGS - MINUTES

DATE: July 14, 2016

KIND OF MEETING: Board Retreat

LOCATION: Antonio's Banquet and Conference Center, 7708 Niagara Falls Blvd., Niagara Falls, NY

CALL TO ORDER: The Board Retreat was called to order by President Cancemi at 4:00 pm

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: None

STAFF: Mr. Laurie, Ms. Massaro, Mr. Giarrizzo, Mr. Massaro, and Mr. Roscetti

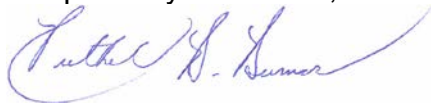
TOPICS OF DISCUSSION:

There were open discussions on various topics. No official action was taken at the Retreat.

BOARD RETREAT ADJOURNED

The July 14, 2016, Board Retreat was adjourned around 9 p.m. There were no objections.

Respectfully submitted,



Ruthel D. Dumas
District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

AUGUST 2016 MEETINGS - MINUTES

DATE: August 18, 2016

KIND OF MEETING: Special

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Special Meeting, a Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The Special Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Vilaro, Mr. Cancemi

MEMBERS ABSENT: Mr. Restaino (*excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Opening of School Readiness Report – *Mr. Laurie, Mr. Spacone,*
- Agenda Review – June 23rd Regular Meeting – *Mr. Laurie, Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Recognition, Presentation, and Public Comments

NFHS student Michael Lydon was recognized for achieving a perfect score on Microsoft Powerpoint certification. Because of that, he was invited to the 2016 MOS U.S. National Championship in June, which took place in Orlando, Fla.

The District assisted this student in attending that competition.

Six hundred thousand students took the exam and Microsoft selected the top 108 students to compete in 6 categories. Mr. Lydon came in at number 10 (in his specific category).

The Board formally and publically recognized him.

ORAL COMMUNICATIONS – Special Recognition, Presentation, and Public Comments (cont'd.)

Mr. John Ceretto, Assemblyman for the 145 District, and his Community Affairs Coordinator, David Keegan, attended the meeting. Assemblyman Ceretto presented the District with a ceremonial check for \$150,000 in Discretionary Aid. The Assmeblyman recounted his own days as a student and substitute teacher in the District. He will remember the District and assist whenever possible.

Councilmember Ezra Scott, 2703 Linwood Avenue. The Councilmember spoke about the recent College Simulation Experience, which took place at Niagara Falls Housing Authority. He expressed gratitude to the NF Education Foundation, which donated two, \$1,000 scholarships, raffled at the event. Twenty students attended the event; he would like to see the District incorporate the event into the schools' programming in the future. There is footage of the event, which the Board is welcome to view. He thanked the Board for the great work they are doing.

Mr. Marcus Latham, President of NFT thanked Curriculum and Instruction Administrator Richard Carella for working with the teachers on determining and providing what they feel they need to continually improve as teachers. He stated that staff is the expert. All teachers benefit from the professional development associated with new curriculum. Albany caused the labeling of schools; Mr. Carella and Administration is doing its best. Teachers are lifetime learners and helping teachers helps students. If any Board member is considering voting against any professional development, he suggested item 6.19, relating to Pearson, which he feels is too powerful.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Petrozzi moved for approval of the following minutes. Mr. Barstys seconded the motion.

May 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #1

Mr. Petrozzi moved for approval of the following resolution on Approval of Budget Transfer #1. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$610,630.30 among the following fund, function, object, and location codes:

General Fund:	\$ 390,181.00
Special Aid Funds:	\$ 135,141.30
Capital Projects Fund:	\$ 85,308.00

The motion was approved unanimously by those present.

BID #7 – SUPPLEMENTAL CLASSROOM BOOKS

Mr. Jocoy moved for approval of the following resolution on Approval of Bid #7 – Supplemental Classroom Books. Mr. Bass seconded the motion.

WHEREAS, Funds were appropriated for Supplemental Classroom Books in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 7 – Supplemental Classroom Books; and

WHEREAS, Legal notice was published June 13, 2016 and bid documents were mailed to or secured by six potential bidders; and

WHEREAS, Bid was publicly opened and read on June 30, 2016 and three properly executed bids were received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Discount Percentage</u>
7A	Book Corner	21%

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

BID #10 – MILK & JUICE PRODUCTS

Mr. Jocoy moved for approval of the following resolution on Approval of Bid #10 – Milk & Juice Products. Mr. Bass seconded the motion.

WHEREAS, Funds are available for Milk and Juice Products in the Cafeteria Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 10 – Milk and Juice Products; and

WHEREAS, Legal notice was published July 18, 2016 and bid documents were mailed to or secured by three potential bidders; and

WHEREAS, Bids were publicly opened and read on August 3, 2016 and three properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. Charles LaGreca, Food Services Administrator, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
10A	Byrne Dairy	15	\$ 202,345.50 (estimated)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

BID #11 – FRUIT & VEGETABLE PRODUCTS

Mr. Jocoy moved for approval of the following resolution on Approval of Bid #11 – Fruit & Vegetable Products. Mr. Bass seconded the motion.

WHEREAS, Funds are appropriated in the cafeteria fund to purchase fresh fruits and vegetables to supplement school lunches in our cafeterias; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 11 – Fresh Fruits and Vegetables; and

WHEREAS, Legal notice was published July 18, 2016 and bid documents were mailed to or secured by four potential bidders; and

BID #11 – FRUIT & VEGETABLE PRODUCTS (cont'd.)

WHEREAS, Bid was publicly opened and read on August 3, 2016 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. Charles LaGreca, Food Service Administrator, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract in the best interest of the District, to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
11A	T. Grana & Son	\$49,990.00 (estimated)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

BID #12 – STEREO HEADSETS

Mr. Jocoy moved for approval of the following resolution on Approval of Bid #12 – Stereo Headsets. Mr. Bass seconded the motion.

WHEREAS, Funds were appropriated for Stereo Headsets in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 12 – Stereo Headsets; and

WHEREAS, Legal notice was published July 18, 2016 and bid documents were mailed to or secured by ten potential bidders; and

WHEREAS, Bids were publicly opened and read on August 2, 2016 and three properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Ms. Darlene Sprague, Administrator for Information Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidder in accordance with specifications, as follows:

BID #12 – STEREO HEADSETS (cont'd.)

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
12A	Today's Classroom	\$40,500.00 (maximum)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Reports for May and June 2016 were received and filed.

BUDGET STATUS REPORT

The Budget Status Report for August 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

To add the Addendum to the agenda for Board action for Certificated was **approved** unanimously by those present on the motion made by Mr. Barstys, seconded by Mr. Jocoy.

Mr. Petrozzi moved for approval of the following Personnel Report for Certificated Staff, Items I through XIV, and Addendum I through IV. Mr. Jocoy seconded the motion.

I.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Randall Broeker	Teacher Grade 6 Kalfas	31 years	June 30, 2017
	Mary Ann Foegen	Teacher Special Ed. Abate	32 years 5 months	June 30, 2017
	David Galvano	Teacher Home & Careers GPS	23 years	June 30, 2017
	Katherine Muldoon	Teacher Art NFHS	30 years	June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Andrew Fisher <u>R</u>	Teacher Music Abate	\$40,922 Step 1-BA A2162.120.056	September 1, 2016
Louis Jacklin <u>R</u>	Teacher Science GPS	\$50,515 Step 5-30M A2127.130.049	September 1, 2016

III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ethan Duncan <u>S</u>	Pupil Service Assistant 10 Mos. NFHS (Schurron Cowart)	\$32,039 Step 1 A2810.147.045	September 1, 2016 – June 30, 2017 (pending pre-employment requirements)
Joshua Eagan <u>R</u>	Teacher Physical Education NFHS (Stanley Wojton)	\$47,726 Step 1-30M A2164.130.045	September 1, 2016 – June 30, 2017
Shereta Flournoy <u>R</u>	Pupil Service Assistant 10 Mos. NFHS (Joshua Eagan)	\$32,039 Step 1 A2810.147.045	September 1, 2016 – June 30, 2017
Kaitlyn Kinan <u>R</u>	Teacher Special Education CEC (.5) GPS (.5) (Cheryl Meter)	\$48,957 Step 2-40M A2250.133.052 (.5) A2250.133.049 (.5)	September 1, 2016 – June 30, 2017
Courtney McCreary <u>S</u>	Pupil Service Assistant 10 Mos. Cataract (Kristina Johnson)	\$32,039 Step 1 A2810.147.057	September 1, 2016 – June 30, 2017
Megan Muth <u>R</u>	Teaching Assistant 79 th Street (Geraldine Koch)	\$31,801 A2257.133.065	September 1, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. 2016-17 APPOINTMENT REVISIONS FROM 6/23/16 & 7/07/16 REPORTS A. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Peter Aloian <u>R</u>	Teacher Special Ed. GPS	\$48,957 Step 2-40M A2250.133.049 (Revised Salary)	September 1, 2016
Laura Collier <u>S</u>	Teacher English New Language GJ Mann	\$41,321 Step 2-BA F2103.133.067.0117 (Revised Salary)	September 1, 2016
Diane Pati <u>S</u>	Teacher Grade 4 Cataract (Revised Location)	\$50,515 Step 5-30M A2101.120.057 (Revised Salary)	September 1, 2016
Marissa Rogers <u>S</u>	Teacher English New Language GJ Mann	\$48,116 Step 2-30M F2103.133.067.0117 (Revised Salary)	September 1, 2016
Lisa Thompson <u>S</u>	Teacher Grade 3 NSS	\$49,342 Step 4-30M A2101.120.061 (Revised Salary)	September 1, 2016
Sunnie Ventry <u>R</u>	Teacher Grade 3 Cataract	\$53,839 Step 5-70M A2101.120.057 (Revised Salary)	September 1, 2016
Lindsey Wrobel <u>R</u>	Teacher Grade 6 CES	\$50,174 Step 4-40M A2101.120.057 (Revised Salary)	September 1, 2016

B. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Raquela Aversa <u>R</u>	Teacher Grade K NSS (Janine Bellonte)	\$50,174 Step 4-40M A2110.110.061 (Revised Salary)	July 1, 2016 – June 30, 2017
Danielle Brown <u>R</u>	Teacher Grade 5 Abate (Samuel Fruscione)	\$48,527 Step 3-30M A2101.120.056 (Revised Salary)	July 1, 2016 – June 30, 2017
Jennifer Clyde <u>R</u>	Teacher Kindergarten Abate (Christopher Murgia)	\$48,116 Step 2-30M A2110.110.056 (Revised Salary)	July 1, 2016 – June 30, 2017
Adrian Ennett <u>R</u>	Teacher Social Studies NFHS (Carrie Sottile)	\$48,527 Step 3-30M A2128.130.045 (Revised Salary)	September 1, 2016 – June 30, 2017
Jennifer Everts <u>R</u>	Teacher Grade 2 NSS (Joseph Bellonte)	\$48,116 Step 2-30M A2101.120.061 (Revised Salary)	July 1, 2016 – June 30, 2017
Jessica Fronczak <u>R</u>	Teacher Grade 4 NSS (Andrew Touma)	\$48,527 Step 3-30M A2101.120.061 (Revised Salary)	July 1, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. 2016-17 APPOINTMENT REVISIONS FROM 6/23/16 & 7/07/16 REPORTS (Continued)

B. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Jolene Lambert <u>S</u>	Teacher Math LPS (Joseph Contento)	\$48,556 Step 1-40M A2126.130.050 (Revised Salary)	July 1, 2016 – June 30, 2017
Matthew Leo <u>R</u>	Teacher Health NFHS (Dennis Balogh)	\$53,386 Step 7-40M A2122.130.045 (Revised Salary)	July 1, 2016 – June 30, 2017
Cassandra Lutey <u>R</u>	Teacher Math LPS (Maria Murgia)	\$50,174 Step 4-40M A2126.130.050 (Revised Salary)	July 1, 2016 – June 30, 2017
Julia Meyers <u>R</u>	Teacher Math LPS (Richard Meranto)	\$52,219 Step 6-40M A2126.130.050 (Revised Salary)	July 1, 2016 – June 30, 2017
Michael Montanaro <u>R</u>	Teacher Grade 4 NSS (Sara Strangio)	\$48,116 Step 2-30M A2101.120.061 (Revised Salary)	July 1, 2016 – June 30, 2017

V. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Stanley Wojton	Teacher Physical Education NFHS A2164.130.045	Teacher on Special Assignment Central Office F2103.138.007.0117	September 1, 2016

VI. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Carmine Bianco	Teacher Physical Education NSS (.9) – A2164.120.061 CES (.1) – A2164.120.057	Teacher Physical Education NSS (.8) – A2164.120.061 CES (.1) – A2164.120.057 Kalfas (.1) – A2164.120.059	September 1, 2016

VII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Joanne Balsano	Leave of Absence (personal)	Teaching Assistant Abate F2510.143.056.0717	September 1, 2016

VIII. SABBATICAL LEAVES FOR 2016-2017

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
Annette Baumgarten	Teacher Art NFHS	January 30, 2017 – June 30, 2017 (Second Semester)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Joshua Eagan	Pupil Service Assistant 12 Mos. NFHS	Other (to take other District position)	September 1, 2016 – June 30, 2017

X. PER DIEM – SUMMERWORK 2016-17

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Thomas Fisher	1 day	\$368.42 General Fund	Kalfas Focus School Planning
Noelle Gaetano	1 day	\$492.17 Grant Fund	Cataract Elementary School Improvement Planning
Corinna Scozzaro	10 days	\$536.91 F2250.132.098.0717	Summer Testing Work

XI. SCHEDULE B – SUMMER WORK

1. GRADE 9 TEAM PLANNING – NFHS – NTE 6 HOURS EACH

Colleen Argy	Melissa Briglio	Carolyn McClendon	Ondarryle Morgan
Julie Olander	MaryAnn Taibi		

2. SUMMER 2016 ELEMENTARY SPECIAL EDUCATION PROGRAM – CATARACT – NTE 5 HOURS EACH

Jennifer Korzelius	Patricia Rafferty
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3. SUMMER 2016 PEP PROGRAM – CATARACT – NTE 5 HOURS

Kathleen Polka

4. FOCUS SCHOOL PLANNING TEAM – KALFAS – NTE 3.75 HOURS

Lynne Pasek

5. ENTREPRENEURSHIP PLANNING – NFHS – NTE 7.5 HOURS

Holly Spanbauer

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- XI. **SCHEDULE B – SUMMER WORK (Continued)**
6. **CO-TEACHING TRAINING – JULY & AUGUST 2016 – NIAGARA STREET – NTE 12 HOURS EACH**
 Ashley Biro Rina Dunlap Tracy Gibb Christina Magnuson
 Maria Meranto Melissa Ranieri
7. **FUNCTIONAL SKILLS SUMMER CAMP – NTE 62 HOURS EACH**
ADD: **REMOVE:**
 Matthew Thompson Stanley Wojton
8. **THEME SPECIALIST – KALFAS MAGNET SCHOOL – NTE 5 HOURS PER WEEK – 2016-2017 SCHOOL YEAR**
 Thomas Fisher
9. **SPEECH PLANNING FOR DELAYED LEARNING CLASSES – CATARACT – NTE 5 HOURS – A2020.140.057**
 Kathryn Barto
10. **FOCUS SCHOOL TEAM – HYDE PARK – NTE HOURS NOTED BELOW – F2103.140.098.0316**
 Tiffany Bradberry – 2.25 HOURS Carrie Cino – 3 HOURS Richard Evans – 4.25 HOURS David Glahe – 1.5 HOURS
 Nicholas Ruffolo – 3 HOURS Paula Spacone – 3 HOURS
11. **CO-PLANNING GRADE 5 TEAM – KALFAS – NTE 3.75 HOURS EACH – A2101.140.059**
 Thomas Filosofo Stanley Mack
12. **GRADE 6 PLANNING – NIAGARA STREET – NTE 2 HOURS EACH – JULY & AUGUST 2016 – F2103.140.098.0316**
 Theresa Chandler Nicole Dobbs Lenny LeBlanc
13. **PREP SCHOOL LEVEL SCIENCE TEACHERS – GRADES 7 & 8 – NTE 3 HOURS EACH**
 Eda Buzzelli Richard Clark Joelle Constantino Timothy Johnson
 Nadezda Mease Frank Strangio Rebecca Yots
14. **REVISION – CEC SUMMER WORK – NTE 20 HOURS EACH – JULY & AUGUST 2016 – REVISED FROM 6/23/16 REPORT**
FROM: 40 HRS TO: 20 HRS **NTE 20 HOURS**
 Nicole Gall Kristina Johnson
15. **RESCIND – GRADES K-2 SOCIAL STUDIES AND SCIENCE CURRICULUM COMMITTEE – NTE 15 HOURS**
 Mary Alice O'Donnell
16. **ADDITION: KALFAS SCHOOL IMPROVEMENT PLANNING – NTE 3.75 HOURS**
 Lynn Pasek
17. **ADDITION: ELP STAFF – NTE HOURS BELOW**
NTE 86.25 HOURS SOSA **NTE 15 HOURS COORDINATOR SUBSTITUTE**
 Stephanie Polka Kathleen Urban

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XI.	<u>SCHEDULE B – SUMMER WORK (Continued)</u>		
18.	<u>ADDITION: NIAGARA STREET IMPROVEMENT PLANNING – NTE 10 HOURS EACH</u>		
	Janine Bellonte	Stefany Critelli	Deanna Cudahy
	Amanda Vail		Tracy Gibb
19.	<u>ADDITIONAL HOURS – PRE-K 4 CURRICULUM COMMITTEE – NTE 9.75 HOURS EACH</u>		
	Caryn Skowronek	Paula Spacone	
20.	<u>ADDITION: 79th STREET ELEMENTARY SCEP – NTE 60 HOURS TOTAL FOR THE GROUP FROM THE SIGA GRANT</u>		
	Janine Bellonte	Lisa Graff	Lyndie Grant
	Bryan Rotella		Debra Olear
21.	<u>79th STREET SCHOOL SCEP PLANNING – NTE 5.75 HOURS EACH EXCEPT WHERE NOTED – F2103.140.098.0316</u>		
	Janine Bellonte	Lisa Graff	Lyndie Grant
	Bryan Rotella – NTE 2 HOURS		Debra Olear
22.	<u>ADDITION: CO-TEACHING WORKSHOP – NTE 11.25 HOURS EACH</u>		
	Ashley Biro	Johann Bolender	Tammy Capatosto
	Laura Collier	Nicola Condino	Rina Dunlap
	Mary Harris	Janis Leo	Christina Magnuson
	Michelle Pirolli	Melissa Ranieri	Marissa Rogers
	Caren Stevens	Rhonda Vekich	Joanne Washcalus
23.	<u>ADDITION: PRE-K 4 WORKSHOP: PRE-K SCREENING TOOL TRAINING – NTE 3.75 HOURS EACH</u>		
	Amy Burkestone	Christine Chase	Andrea Ciccone
	Kristen Grandinetti	Diana Guerrucci	Michelle Jasek
	Laura Piazza	Margaret Rhodes	Maria Roscetti
	Caryn Skowronek	Paula Spacone	Lori Spanbauer
	Danielle Zona		Joanne Zimmerman

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XI. SCHEDULE B – SUMMER WORK (Continued)

24. ADDITION: CATARACT SCHOOL IMPROVEMENT PLANNING – NTE 3.5 HOURS EACH

Lisa Malpica Patricia Rafferty

25. SEPTEMBER 6TH PD PLANNING HOURS – NTE 4 HOURS EACH

Amy Chiarella James Jeckovich Edwin Maynard Karyn Morrison
Karl Wagner

26. GRADES K-2 SPECIAL AREA REPORT CARD – CENTRAL OFFICE – NTE 6 HOURS EACH

Michael Johnson – ART Stanley Wojton – PHYS ED

27. ADDITION: I3 GRANT PLANNING FOR YEAR 2 OF IMPLEMENTATION PHASE – NTE 35 HOURS – F2103.140.007.7614

Thomas Fisher

28. ADDITION: C135 ELEMENTARY MATH RENEWAL – NTE 11.25 HOURS EACH

Deborah Asklar Raquela Aversa Nicola Condino

29. LPS PREPARATION & IMPLEMENTATION OF 7TH GRADE ORIENTATION AND CURRICULUM OVERVIEW FOR PARENTS – NTE 3 HOURS EACH EXCEPT WHERE NOTED – F2103.140.050.0316

Lisa Adams	Sylvia Bailey	Nicole Bilson	John Briglio – NTE 6 HOURS
Ashley Chambers	Maria Fiore	Monique Gazy	James Hutchinson
Carol Joseph	Jolene Lambert	Michael LeBlanc	Cassandra Lutey
Michael Mansour	Michael McGrath	Suzanne Miller	Paula Placek
Dawn Secic	Frank Strangio	Justine Tambroni	Andrew Touma – NTE 6 HOURS
Mary Pat Young			

XII. SCHEDULE B / TRC PRESENTERS

1. FALL 2016 TRC WORKSHOP – HOW THE ELL BRAIN LEARNS – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Linda Silvestri

2. FALL 2016 TRC WORKSHOP – TEACHING THE CRITICAL VOCABULARY OF THE COMMON CORE – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Gina Lucantoni-Slepian

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XII. SCHEDULE B / TRC PRESENTERS (Continued)

3. FALL 2016 TRC WORKSHOP – TURNING HIGH POVERTY SCHOOLS INTO HIGH PERFORMING SCHOOLS – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Gina Lucantoni-Slepian

4. FALL 2016 TRC WORKSHOP – MOTIVATING BLACK MALES TO ACHIEVE IN SCHOOL AND IN LIFE – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Marcus Latham

5. FALL 2016 TRC WORKSHOP – EDWIN'S WHITE FOLKS WHO TEACH IN THE HOOD – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Marcus Latham

6. PARENT INVOLVEMENT ACTIVITIES – GJ MANN – NTE 5 HOURS EACH – F2103.140.067.0117

Johanna Bolender

Tammy Capatosto

Thomas Zafuto

7. PARENT INVOLVEMENT ACTIVITIES – CATARACT – NTE 20 HOURS – F2103.140.057.0117

Thomas Marcantonio

XIII. REVISION TO SCHEDULE C

A. FALL COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

	<u>NAME</u>		<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
REVISE	Robert Augustino	<u>From:</u> Varsity Boys Soccer \$5241 Step 2	<u>To:</u> Assistant Boys Soccer \$3776 Step 3	\$3776 Step 3 (Revised Salary)
ADD	Anthony Kutis		Varsity Boys Soccer	\$4980 Step 1

XIV. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2015 – 2016

LPS – A2850.142.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Edward Wisniewski	1.0	Robotics Club	\$547

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

ADDENDUM, ITEMS I – IV

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Grade 4 Abate	\$54,705 Step 8-30M A2101.120.056	September 1, 2016

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Grade 6 GJ Mann	\$64,320 Step 12-80M A2101.120.067	August 31, 2016

III. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Scott Misterkiewicz	Teacher Grade 6 79 th Street A2101.120.065	Teacher Grade 6 GJ Mann A2101.120.067	September 1, 2016
James Zacher	Teacher Grade 4 Abate A2101.120.056	Teacher Grade 6 79 th Street A2101.120.065	September 1, 2016

IV. SCHEDULE B / TRC PRESENTERS

- FALL 2016 TRC WORKSHOP – CLOSING THE ATTITUDE GAP: HOW TO FIRE UP YOUR STUDENTS TO STRIVE FOR SUCCESS
NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117
Stephen Zafuto

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

To add the Addendum to the agenda for Board action for Classified was **approved** unanimously by those present on the motion made by Mr. Jocoy, seconded by Mr. Petrozzi.

Mr. Petrozzi moved for approval of the following Personnel Report for Classified Staff, Items I through XIV, and Addendum I through IV. Mr. Jocoy seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Joseph Malvestuto	Porter, CEC	32 years 3 months	September 29, 2016

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Richard Silvaroli	Custodian, NSS	20 years 6 months	June 30, 2016

III. RESCIND – PROMOTIONAL/PROVISIONAL APPOINTMENT FROM JULY 7, 2016 REPORT

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Tina Panepinto <u>R</u>	Building Attendant, Central Office \$23,258 Step 3 A1240.164.001	School Office Support Clerk Central Office, \$27,028 Step 1 A1430.164.004	July 25, 2016 (probationary period ends October 24, 2016)

IV. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Leslie Ellis <u>R</u>	School Office Support Clerk Central Office, \$32,305 Step 4 w/Longevity A1430.164.004	Secretary I Maple, \$36,203 Step 1 w/Longevity A2020.164.060	July 25, 2016 (probationary period ends October 24, 2016)

V. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Tina Bailor <u>R</u>	Classroom Assoc. Pre-K 5.5 Hrs Kalfas	\$14.43/hr. Step 3 F2510.177.059.3117	September 1, 2016 (prob period ends Dec. 31, 2016)
Maxine Casey <u>R</u>	School Monitor Lunch 3 Hours GJ Mann	\$12.41/hour Step 3 C2080.176.067	September 1, 2016 (probationary period ends December 31, 2016)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V.	<u>PROBATIONARY APPOINTMENTS (continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Jean Fortino <u>R</u>	Library Associate 5.5 Hours Hyde Park	\$14.63/hour Step 3 w/Longevity A2610.175.058	September 1, 2016 (probationary period ends December 31, 2016)
	Ellen McGuire-Argy <u>R</u>	Library Associate 5.5 Hours GJ Mann	\$13.46/hour Step 1 A2610.175.067	September 1, 2016 (probationary period ends December 31, 2016)
	Ramona Sims <u>R</u>	Secretary I Kalfas	\$35,153 Step 1 A2020.164.059	July 25, 2016 (probationary period ends January 24, 2017)
VI.	Lynette Smeal <u>R</u>	Secretary I Hyde Park	\$35,153 Step 1 A2020.164.058	July 25, 2016 (probationary period ends January 24, 2017)
	<u>REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017</u>			
	<u>1. CLASSROOM ASSOCIATE – ESL PROGRAM – MANN – F22013.171.067.0117 – 5.5 HOURS – REVISED FROM 7/06/16 REPORT</u>			
	Maria Ganczewski (Revised Position)			
VII.	<u>REVISION OF PROVISIONAL APPOINTMENTS FROM JULY 7, 2016 REPORT</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Sandra Cirrito	School Office Support Clerk Central Office	\$31,817 Step 4 A2250.164.007 (Revised Step)	July 25, 2016
	Lynn Emmick	School Office Support Clerk Central Office	\$30,220 Step 3 A2020.164.007 (Revised Step)	July 25, 2016
	Debra Mort	School Office Support Clerk Community Education Center	\$31,817 Step 4 A2020.164.052 (Revised Step)	July 25, 2016
	Robin Rendina	School Office Support Clerk NFHS	\$33,117 Step 4 w/Longevity A2020.164.045 (Revised Step)	July 25, 2016
	Diana Restaino	School Office Support Clerk Central Office	\$31,817 Step 4 A2020.164.007 (Revised Step)	July 25, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Venessa Schulte R	Account Clerk Finance Office	\$38,759 Step 1 A1325.164.005	August 3, 2016
Richard Schwertfager R	Junior Accountant Finance Office	\$38,759 Step 1 A1325.164.005	August 19, 2016 (pending pre-employment requirements)
Samantha Zellonis R	Accountant Finance Office	\$60,000 Step 1 A1325.164.005	September 19, 2016 (pending pre-employment requirements)

IX. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Nadine Baugh	Classroom Assoc. Pre-K 5.5 Hrs. Niagara Street (Elizabeth York)	\$13.95/hr. Step 2 F2510.177.061.3117	September 1, 2016 – June 30, 2017
Delores Menefield	Building Attendant Superintendent's Office (Tina Panepinto)	\$21,064 Step 1 A1240.164.001	September 1, 2016 – June 30, 2017
Tina Panepinto	School Office Support Clerk Central Office (Leslie Ellis)	\$27,028 Step 1 A1430.164.004	July 25, 2016 – July 24, 2017
William Quinn	Technology Associate 6 Hours Information Services (James Silvaroli)	\$13.46/Hour Step 1 A1680.177.098	September 1, 2016?? (pending pre-employment requirements) (prob. period end date TBD)
Donna Sullivan	School Monitor Lunch 3 Hours Niagara Street (Nadine Baugh)	\$11.99/hr. Step 2 C2080.176.061	September 1, 2016 – June 30, 2017
Elizabeth York	Senior School Monitor Lunch 7 Hrs. LPS (Lynn Emmick)	\$17.12/hr. Step 3 w/Longevity A2102.177.050	September 1, 2016 – June 30, 2017

X. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter, Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	September 1, 2016 – September 30, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	September 1, 2016 – September 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X.	<u>EXTENSION OF TEMPORARY APPOINTMENTS (Continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Shanika Jones	Cleaner 7 Hours Hyde Park (Tanya Adamson)	\$32,409 Step 2 w/Longevity A1623.167.058	September 1, 2016 – September 30, 2016
	Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	September 1, 2016 – September 30, 2016
	Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$31,109 Step 2 A1623.167.016	September 1, 2016 – September 30, 2016
	Daniel Tunnidcliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	September 1, 2016 – September 30, 2016
	Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$31,109 Step 2 A1623.167.016	September 1, 2016 – September 30, 2016
	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	August 1, 2016 – September 30, 2016
XI.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Shirley Fiocco	Classroom Assoc. Pre-K 5.5 Hrs. Niagara Street F2510.177.061.3117	Classroom Assoc. Pre-K 5.5 Hrs. Hyde Park F2510.177.058.3117	September 1, 2016
XII.	Michael MacNeil	School Monitor Lunch 3 Hours Hyde Park C2080.176.058	School Monitor Lunch 3 Hours Maple C2080.176.060	September 1, 2016
	<u>INVOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Maggie Davis	School Monitor Lunch 3 Hours Abate C2080.176.056	School Monitor Lunch 3 Hours GPS C2080.176.049	September 1, 2016
	Nancy Dell	Assistant Child Care Assoc. 6 Hrs. Niagara Street A2252.173.061	Asst. Child Care Assoc. 6 Hrs. Cataract A2252.173.057	September 1, 2016
	Laura Erias	Assistant Child Care Assoc. 6 Hrs. 79 th Street A2252.173.065	Asst. Child Care Assoc. 6 Hrs. Cataract A2252.173.057	September 1, 2016
	Darlane Frazier	Special Educ. Assoc. 6 Hours LPS A2252.173.050	Special Educ. Assoc. 5.5 Hours Cataract A2252.173.057	September 1, 2016
	Concetta Merante	School Monitor Lunch 3 Hours GPS C2080.176.049	School Monitor Lunch 3 Hours Cataract C2080.176.057	September 1, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XII. INVOLUNTARY TRANSFERS (continued)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Cheryl Pries	Assistant Child Care Assoc. 6 Hrs. LPS A2252.173.050	Asst. Child Care Assoc. 6 Hrs. NFHS A2252.173.045	September 1, 2016
Tina Ryan	Assistant Child Care Assoc. 6 Hrs. NFHS A2252.173.045	Asst. Child Care Assoc. 6 Hrs. Hyde Park A2252.173.058	September 1, 2016
Tammy Siuta	Special Educ. Assoc. 6 Hours LPS A2252.173.050	Special Educ. Assoc. 5.5 Hours Hyde Park A2252.173.058	September 1, 2016

XIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Leslie Ellis	School Office Support Clerk Central Office (Tina Panepinto)	Other (to take other District position)	July 25, 2016 – July 24, 2017
Lynn Emmick	Senior School Monitor Lunch 7 Hrs. LPS (Elizabeth York)	Other (to take other District position)	Revised Dates: October 1, 2015 – September 30, 2016
Jean Fortino	Pre-K 4 Associate 6 Hours Hyde Park	Other (to take other District position)	September 1, 2016 – December 31, 2016
Tina Panepinto	Building Attendant Superintendent's Office (Delores Menefield)	Other (to take other District position)	July 25, 2016 – July 24, 2017
Lynette Smeal	Secretary I Hyde Park	Personal (without pay)	August 1, 2016 – August 12, 2016
James Tiede	General Repairer Maintenance	Military (with pay)	June 6, 2016 – June 10, 2016
Elizabeth York	Classroom Pre-K Associate 5.5 Hrs Kalfas (Nadine Baugh at NSS)	Other (to take other District position)	September 1, 2016 – September 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XIV. ADDITIONAL HOURS

1. ASSISTANT CHILD CARE ASSOCIATE SUMMER 2016 – CATARACT – NTE 15 HOURS – (AUGUST 8 – 12, 2016)
Kathy Violanti
2. EVENING SUPERVISION – CEC – NTE 110 HOURS – (SEPTEMBER 2016 – JUNE 2017) – A2310.167.052
Julia Destino
3. FUNCTIONAL SKILLS SUMMER CAMP – NURSE – NTE 62 HOURS
Linda Venuto
4. REVISED SUMMER HEALTH ASSOCIATE – (7/19/16 TO 8/24/16) – NTE 200 HOURS – A6300.177.098 – (BACK UP ADDED)
Michele Brocious
BACK UP ONLY
Michelle Cutler
5. OPENING OF SCHOOLS PREPARATION – KALFAS – NTE 14 HOURS – A2020.178.059
Barbara Gruarin
6. PARENT INVOLVEMENT ACTIVITIES – GJ MANN – NTE 5 HOURS EACH – F2103.177.067.0117
Julia Beccari Maria Ganczewski Cheryl LaBelle
7. BREAKFAST DUTY – GJ MANN SCHOOL – NTE .50 HOURS PER DAY – SEPTEMBER 2016 – JUNE 2017
Maria Ganczewski Deborah Pucci
8. PARENT INVOLVEMENT ACTIVITIES – CATARACT – NTE HOURS BELOW – 2016-17 SCHOOL YEAR – F2103.177.057.0117
NTE 15 HOURS NTE 30 HOURS
Marjorie Breed Cynthia Rybicki
9. OPEN HOUSE – MAPLE AVENUE – NTE 2 HOURS EACH – 2016-17 SCHOOL YEAR – F2103.177.060.0117
Leslie Ellis Deborah Maj
10. SEPTEMBER 6TH – OPENING OF SCHOOLS PREPARATION – NTE 5.5 HOURS EACH
HYDE PARK GJ MANN
Jean Fortino Ellen McGuire-Argy

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

ADDENDUM #I - #IV

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Catherine Best	Food Service Helper 6 Hours 79 th Street	28 years 2 months	August 30, 2016

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christine DeMartino <u>R</u>	Pre-K Associate 5.5 Hours Kalfas	\$13.46/hour Step 1 F2510.177.059.3117	September 1, 2016 (prob period ends Dec. 31, 2016)
Rachel Denitto <u>R</u>	School Monitor Lunch 3 Hours Hyde Park	\$11.55/hour Step 1 C2080.176.058	September 1, 2016 (prob period ends Dec. 31, 2016)
Gail Favalaro <u>R</u>	School Monitor Lunch 3 Hours Abate	\$11.55/hour Step 1 C2080.176.056	September 1, 2016 (prob period ends Dec. 31, 2016)
Michael Hamilton <u>R</u>	School Safety Officer District-Wide - GPS	\$24,735 Step 1 A2102.163.049	September 1, 2016 (prob period ends Feb. 28, 2017)
Jessica Hoy <u>R</u>	Pre-K Associate 5.5 Hours 79 th Street School	\$13.46/hour Step 1 F2510.177.065.3117	September 1, 2016 (prob period ends Dec. 31, 2016)

III. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kasey Dixon	Technology Associate 6 Hours Information Services (James Silvaroli)	\$13.46/hr. Step 1 A1680.177.098	September 1, 2016 – April 10, 2017
Christopher Mayes	Technology Associate 6 Hours Info. Services (Brittany Sebring)	\$13.46/hr. Step 1 A1680.177.098	September 1, 2016 – Feb. 1, 2017 (pending pre-employ. requirements)
William Quinn	Technology Associate 6 Hours Info. Services (Shereta Flournoy) (Revised Replacement)	\$13.46/Hour Step 1 A1680.177.098	September 1, 2016 – Jan. 3, 2017 (pending pre-employ. requirements)
Donna Sullivan	School Monitor Lunch 3 Hours Kalfas (Nadine Baugh) (Revised Location)	\$11.99/hr. Step 2 C2080.176.059	September 1, 2016 – June 30, 2017
Dawn Veres	Pre-K Associate 5.5 Hours Hyde Park (Jean Fortino)	\$13.46/hour Step 1 F2510.177.058.3117	September 1, 2016 – December 31, 2016

IV. ADDITIONAL HOURS

ADDITION: SUMMER SPORTS NURSE (7/13/16 – 8/25/16) – NTE 21 HOURS – A6300.167.098
(3rd BACK UP ONLY)
Teresa Mascaro

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on August 2, 4, and 8, 2016 for the annual review of special education students and on July 1, 5, 8, 11, 12, 13, 20, 28, August 2, 5, 8, 9, 11, 12, 16, 17, 22, and 23, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 8/18/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on July 1, 6, 8, 12, 14, 26, August 2, 4, 16, 2016 to review and initiate the placement of preschool students with disabilities.

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 8/18/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2015-2016 and 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Kim Mattioli 5581 Country Club Lane Hamburg, NY 14075	Workshop	July 27-29, 2016	Karen Waugaman	Maria Massaro 7/26/16 Mark Laurrie 7/26/16
2.	Melinda Scime, Ph.D. 1517 Main Street Niagara Falls, NY 14305	Presentation	August 10, 2016	Michael Lewis	Maria Massaro 8/9/16 Mark Laurrie 8/9/16
3.	Lynnette Haley O'Stewart 8149 State Street Gasport, NY 14067	Presentation	9/3/16 and 9/11/16	Diane Bianco	Maria Massaro 8/9/16 Mark Laurrie 8/9/16

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF APPOINTMENT OF A BOARD MEMBER TO SERVE AS REPRESENTATIVE ON THE NIAGARA/ORLEANS SCHOOLS BOARDS ASSOCIATION (NOSBA) BOARD

Bishop Dobbs moved for approval of the following resolution. Mr. Paretto seconded the motion.

Resolved, That the Niagara Falls Board of Education hereby appoint **Earl Bass** to represent the Niagara Falls Board of Education on the NOSBA (Niagara/Orleans School Boards Association) Board.

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, and Mr. Vilardo

Nays: Mr. Jocoy

Abstentions: Mr. Barstys and Mr. Cancemi

Carried

6.02 ACCEPTANCE OF DISTRICT COMPREHENSIVE IMPROVEMENT PLAN FOR 2016-2017

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The State Education Department requires the development of a District Comprehensive Improvement Plan for a school district that did not meet accountability performance standards for one or more criteria for any student subgroup; and

WHEREAS, the Niagara Falls City School District has been identified as not making adequate yearly progress in graduation rate for Black students as evidenced by the 2010 4-year graduation cohort; and

WHEREAS, A District Comprehensive Improvement Plan (DCIP) has been developed for the Niagara Falls City School District, which includes a diagnostic Self-Reflection, Statements of Need, SMART Goals and Action Plans; now therefore be it

RESOLVED, That the Board of Education approves the Niagara Falls City School District Comprehensive Improvement Plan, a copy of which is on file in the Curriculum and Instruction Office, Administration Building, 630-66th Street, Niagara Falls, New York 14304 and available on the [District website](#). [\(BoardDocs, see “Meetings”, 2016, 8/18/16, 6, 6.02\)](#)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.03 ACCEPTANCE OF FOCUS SCHOOL COMPREHENSIVE EDUCATION PLANS FOR 2016-17

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The State Education Department requires the development of School Comprehensive Education Plan for a school that did not meet accountability performance standards for one or more criteria for any student subgroup; and

WHEREAS, 79th Street Elementary School, Cataract Elementary School, Hyde Park Elementary School, Henry J. Kalfas Magnet School, Niagara Street Elementary School, Gaskill Preparatory School and LaSalle Preparatory School have been identified as not making adequate yearly progress in various accountability subgroups; and

6.03 ACCEPTANCE OF FOCUS SCHOOL COMPREHENSIVE EDUCATION PLANS FOR 2016-17 (cont'd.)

WHEREAS, A School Comprehensive Education Plan (SCEP) has been developed for each school, which includes a diagnostic Self-Reflection, Statements of Need, SMART Goals and Action Plans; now therefore be it

RESOLVED, That the Board of Education approves the School Comprehensive Education Plans for 2016-2017 for the seven schools, copies of which are posted on each school website.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.04 ACCEPTANCE OF LOCAL ASSISTANCE PLANS FOR 2016-17 FOR NIAGARA FALLS HIGH SCHOOL

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The State Education Department requires the development of Local Assistance Plan for a school that did not meet accountability performance standards for one or more criteria for any student subgroup; and

WHEREAS, Niagara Falls High School has been identified as not making adequate yearly progress for three years for African America students in Mathematics based on the New York State Algebra Regents Exam and has been identified as not making adequate yearly progress for three years for African American students in graduation rate; and

WHEREAS, A Local Assistance Plan (LAP) has been developed for Niagara Falls High School, which includes a diagnostic self-review and action plan to assist in meeting the required performance standards in Mathematics and graduation rate set by the New York State Education Department for African American students; now therefore be it

RESOLVED, That the Board of Education approves the Local Assistance Plans for 2016-2017 for Niagara Falls High School, a copy of which is on file in the Assessment Office Administration Building, 630-66th Street, Niagara Falls, New York 14304.

6.04 ACCEPTANCE OF LOCAL ASSISTANCE PLANS FOR 2016-17 FOR NIAGARA FALLS HIGH SCHOOL (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific school districts may offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with Kenmore-Tonawanda Union Free School District a copy of which is attached for the period commencing September 1, 2016 and ending June 30, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of August, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and Kenmore-Town of Tonawanda Union Free School District, 1500 Colvin Boulevard Kenmore, NY 14223, party of the second part, herein called the School,

6.05 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such children in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - 2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - 2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

6.05 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR (cont'd.)

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:
 - Non-Res. 15:1 Tuition \$25,635.00 per year
 - OT Consult \$26.00 per session
 - Speech Individual \$3,219.00 per year
 - Speech Group \$1,609.00 per year
 - Personal Aide 2:1 \$27,000.00 per year

for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall commence July 1, 2016 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Kenmore-Town of Tonawanda Union Free School District of its intention to terminate.

6.05 APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR 2016-2017 SCHOOL YEAR (cont'd.)

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)
Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By:

Board of Education President

By:

Kenmore-Town of Tonawanda Union Free School
District

STATE OF NEW YORK)

);ss

COUNTY OF)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

);ss

COUNTY OF NIAGARA)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.06 APPROVAL FOR AMENDED CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM; ASSESSMENT SERVICES AND CLASSROOM INTERVENTIONISTS. – T.E.M.P., LLC FROM 07/01/16 – 06/30/17

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, T.E.M.P. LLC will provide services pertaining to training teachers in using technology, and the integration of technology in the classroom to support district technology and curriculum initiatives; and

WHEREAS, The agreed upon fee for trainers for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 1200 hours for an average of 30 to 40 hours per week spread across multiple trainers; and

WHEREAS, The RTI Tier 3 interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 270 hours per week for a total not to exceed 5334 hours for up to 18 individuals performing the services.; and

WHEREAS, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

WHEREAS, The training for the Teacher Center Director for the agreed upon fee for the term of this Agreement is the sum of forty dollars (\$40.00) per hour, not to exceed 75 hours for a total of \$3,000; and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2016 and ending June 30, 2017; therefore, be it

RESOLVED, That the contract for professional consultant services by an independent contractor for professional development services between the City School District Of The City Of Niagara Falls and T.E.M.P., LLC be approved; and

RESOLVED, That the agreed upon fee for the period July 1, 2016 through June 30, 2017 is forty-five dollars (\$45.00) per hour, for an average of 30 to 40 hours per week spread across multiple trainers; and

RESOLVED, The RTI interventionists for the agreed upon fee for the term of this Agreement is the sum of thirty dollars (\$30.00) per hour, not to exceed 270 hours per week for a total not to exceed 5334 hours for up to 18 individuals performing the services; and

RESOLVED, The assessment scoring professionals for the agreed upon fee for the term of this Agreement is the sum of forty-five dollars (\$45.00) per hour, not to exceed 150 hours per week for a total not to exceed 300 hours for up to 14 individuals performing the services.; and

6.06 APPROVAL FOR AMENDED CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM; ASSESSMENT SERVICES AND CLASSROOM INTERVENTIONISTS. – T.E.M.P., LLC FROM 07/01/16 – 06/30/17 (cont'd.)

RESOLVED, The training for the Teacher Center Director for the agreed upon fee for the term of this Agreement is the sum of forty dollars (\$40.00) per hour, not to exceed 75 hours for a total of \$3,000; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this first day of July, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and T.E.M.P., LLC, 8649 Hennepin Avenue, Niagara Falls, NY 14304, (hereinafter "T.E.M.P., LLC").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Performance in support of District Technology Initiatives
- b) Provide technology training for teachers using district technology resources
- c) Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his/her designee. T.E.M.P., LLC shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

6.06 APPROVAL FOR AMENDED CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM; ASSESSMENT SERVICES AND CLASSROOM INTERVENTIONISTS. – T.E.M.P., LLC FROM 07/01/16 – 06/30/17 (cont'd.)

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P., LLC. Upon receipt of payment invoices, the District shall pay to T.E.M.P., LLC for its services hereunder, a sum of:

- For trainers: Forty-five (\$45.00) per hour not to exceed 40 hours of service per week and 1200 hours for the term of this contract for 4 individuals performing the services.
- For interventionists: Thirty (\$30.00) per hour not to exceed 270 hours per week and 5334 hours for 18 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- For assessment scorers: Forty-five (\$45.00) per hour not to exceed 150 hours per week and 300 hours for 14 individuals performing the services.
- Invoices shall list the hours of service performs by individuals performing the service.
- For the training of the Teacher Center Director: Forty (\$40.00) per hour not to exceed 75 hours, for a total of \$3,000.
- Payment checks payable to the order of the T.E.M.P., LLC shall be deemed full payment to and acquittance by the T.E.M.P., LLC.

5. Indemnification. To the fullest extent permitted by law, T.E.M.P., LLC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

6.06 APPROVAL FOR AMENDED CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL DEVELOPMENT SERVICES FOR THE INTEGRATION OF TECHNOLOGY IN THE CLASSROOM; ASSESSMENT SERVICES AND CLASSROOM INTERVENTIONISTS. – T.E.M.P., LLC FROM 07/01/16 – 06/30/17 (cont'd.)

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

T.E.M.P., LLC
Niagara Falls

By _____
President

City School District of City Of

By _____
President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.07 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR

Mr. Jocoy moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District is obligated to provide meaningful programming for the Math-Science Partnership program; and

WHEREAS, NCCC will provide numerous types of educationally appropriate experiences for all classroom teachers involved in the Math Science Partnership Grant; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$17,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing August 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the Contract for Math Science Partnership Grant for the 2016/2017 School Year between the Niagara Falls City School District and NCCC, which is attached hereto, is hereby approved; and

RESOLVED, That the agreed upon fee for the period August 1, 2016 and ending June 30, 2017, is not to exceed \$17,000.00; and

RESOLVED, the Contract is subject to such other terms and conditions as may be required by the Superintendent and the School District Attorney; and further

RESOLVED, That the Presidesnt of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
SERVICE CONSULTANT
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August 2016, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and **NIAGARA COUNTY COMMUNITY COLLEGE**, 3111 Saunders Settlement Road, Sanborn, NY 14132, (hereinafter "NCCC").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of NCCC. The District hereby engages the University as an independent contractor to render to the District professional services regarding implementation of the Math Science Partnership Grant and NCCC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.07 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR (cont'd.)

2. Professional services and duties of NCCC: NCCC shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Math Science Partnership Grant Programming for the 2016/2017 School Year:

- a) In District activities and instructional support for all elementary teachers involved in the Math Science Partnership Grant program, including but not limited to development of instructional activities, presentation on career-readiness in mathematics fields, and development of and presentation to students on careers that use mathematics in application;

All of the functions will be performed by the party of NCCC or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. NCCC and/or its subcontractor shall possess a thorough knowledge of mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between the Parties. NCCC shall not be an employee of the District. NCCC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. NCCC is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to NCCC. Upon receipt of a payment invoice, the District shall pay to the University its services hereunder a sum not to exceed \$17,000.00 to be paid in in four(4) installments as follows: \$4,000.00 on October 31, 2016, December 31, 2016, March 31, 2017 and the \$5,000.00 on June 30, 2017. Payment checks payable to the order of NCCC shall be deemed full payment to and acquittance by the University.

5. Indemnification. To the fullest extent permitted by law, NCCC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. NCCC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. NCCC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District

7. Term of Contract. This contract shall be effective from August 1st 2016 to June 30th 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

6.07 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR (cont'd.)

8. Assignment: The services to be rendered by NCCC under this Agreement are unique and personal. Accordingly, the NCCC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Niagara County Community College

City SCHOOL DISTRICT CITY OF
NIAGARA FALLS

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys , Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
and Mr. Vilardo

Nays: None

Abstention: Mr. Cancemi

Carried

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified LPNs for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Maxim Staffing Solutions who will provide qualified LPNs to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$45.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Maxim Staffing Solutions to provide qualified LPNs for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$45.00 per hour for a period commencing July 1, 2016 and ending June 30, 2017; and

RESOLVED, That the Contract is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 18th day of August, 2016, by and between **City School District of the City of Niagara Falls** located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 392 Pearl Street, Suite 400, Buffalo, NY 14202 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in New York and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

ARTICLE 1. TERM OF AGREEMENT

- Section 1.1 Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.
- Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

- Section 2.1 Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- Section 2.2 Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:
- 1) Possess current state license/registration and/or certification.
 - 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
 - 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
 - 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
 - 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - 7) Completed MAXIM standard OSHA and HIPAA training.
- Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.
- Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

- Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.
- Section 2.6 Record Access.** In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

- Section 3.1 Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.
- Section 3.2 Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.
- Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

**Niagara Falls City School District
630 66th Street
Niagara Falls, NY 14304
ATTN: Michael F. Lewis, Ph.D**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

**Niagara Falls City School District
630 66th Street,
Niagara Falls, NY, 14304**

- Section 6.6** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7** **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8** **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.9** **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10** **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11** **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12** **Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13** **Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14** **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS:
Signature

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:
Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Charges will be based on the following hourly rate schedule effective Effective Date:

Service	Weekday Rate	Weekend Rate
Registered Nurse	\$55	\$55
LPN	\$45	\$45
CNA	\$25	\$25

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day
Independence Day
Easter
Martin Luther King Day

Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day
Pioneer Day (Utah Only)

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS:
Signature

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:
Signature

Printed Name & Title

Printed Name & Title

Date

Date

6.08 APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MHS SERVICES INC., D/B/A MAXIM STAFFING SOLUTIONS, FOR 2016 – 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—NMG EVALUATION, INC., INC. 9/1/16—6/30/17

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District hired NMG Evaluation, Inc. as an independent consultant to render professional grant evaluation services; and

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—NMG EVALUATION, INC., INC. 9/1/16—6/30/17 (cont'd.)

WHEREAS, The current term of this contract is for the period August 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall not exceed \$10,500 and will be billed quarterly; therefore be it

RESOLVED, That the Contract for professional evaluation services by an independent contractor for independent grant evaluation between the Niagara Falls City School District and NMG Evaluation, Inc., attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY VIA EVALUATION, INC.**

THIS AGREEMENT, made this 18th day of August, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and NMG Evaluation, Inc., 15 Maple Ct. Cortland Manor, NY 10567, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent grant evaluation which services shall include but not be limited to the following:
 - a. In-person and phone-based meetings and consultation as mutually agreed
 - b. Analysis of all data necessary to meet requirements of the evaluation portion of the Extended School Day Grant awarded by the New York State Education Department
 - c. Customary Document Preparation and reporting of required data to appropriate parties

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—NMG EVALUATION, INC., INC. 9/1/16—6/30/17 (cont'd.)

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. Invoice shall be submitted by the Second Party at least quarterly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
7. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
8. Term of Contract: This contract shall be effective from September 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
9. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
10. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Nina M. Gottlieb
NMG Evaluation, Inc.

President

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL EVALUATION SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT EVALUATION—NMG EVALUATION, INC., INC. 9/1/16—6/30/17 (cont'd.)

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District has hired WNY Dyslexia Specialists, LLC. as an independent agency to render professional services; and

WHEREAS, The current term of this contract is for the period July 1, 2016 through June 30, 2017; and

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17 (cont'd.)

WHEREAS, The fee for these services shall be at the rate of \$40 per each hour served, not to exceed an annual total amount billed of \$960.00 (24 total hours) and will be billed monthly; therefore be it

RESOLVED, That the Contract for professional services by an independent contractor for specialized reading intervention between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR SPECIALIZED READING INTERVENTION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 18th day of August, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and WNY Dyslexia Specialists, LLC. 3527 Harlem Rd., Suite 11, Cheektowaga, NY 14225, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional specialized reading intervention services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to consultation associated with the provision of specialized reading interventions for students which shall include but not be limited to the following:

- a. Individual sessions with separately identified students
- b. Provision of proprietary reading intervention program based on the Orton-Gillingham Model
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional, behavioral, and other educational strategies for students with an Autism Spectrum Disorder.

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17 (cont'd.)

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$400 per hour. Total billable hours for services shall not exceed twenty four (24) hours. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Agreement: This Agreement shall be effective from July 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WNY Dyslexia Specialists, LLC.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
 Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
 Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENTGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR

Mr. Barstys questioned the amount of Item 6.11 contract by contrasting the relative amounts of other contracts compared to that one. He found the contract costly for the time of service to be provided.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENTGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

A motion made by Mr. Barstys, seconded by Mr. Vilardo to table **Item 6.11** was **defeated 3 – 4** with Bishop Dobbs, Mr. Petrozzi, Mr. Vilardo, Mr. Cancemi voting **no**, **1** abstention by Mr. Bass.

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

During discussion, prior to vote, Mr. Bass asked if the item is tabled, would it affect the timetable. Mr. Barstys, Mr. Petrozzi echoed the question.

Mr. Carella responded yes, and further explained that this is Professional Development before the opening of schools. He elaborated further on the contract, services to be provided, and the importance of the PD.

Mr. Barstys and Mr. Petrozzi encouraged administration to make an attempt to obtain better rates; discussion continued. Rev. Dobbs and Mr. Vilardo expressed their support for giving teachers what is needed to help our students to be successful.

WHEREAS, The District is obligated to provide Reading instruction to students enrolled in Special Classes; and

WHEREAS, Centgage Learning will provide 6 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$15,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Centgage Learning be approved; and

RESOLVED, That the agreed upon fee for the period September 1, 2016 through June 30, 2017 is \$15,000.00; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENTGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Centgage Learning 10650 Toeppen Drive Independence, KY 41051

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Centgage Learning as an independent contractor to render to the District the services, and Centgage Learning hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Centgage Learning shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Two (2) days of coaching services for the Reach reading program in the Fall of 2016.
- b) Two (2) days of coaching services for the Reach reading program in the Winter of 2017.
- c) Two (2) days of coaching services for the Reach reading program in the Spring of 2017.
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Centgage Learning shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Centgage Learning shall not be an employee of the District. Centgage Learning is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Centgage Learning. Upon receipt of payment invoices, the District shall pay to Centgage Learning its services hereunder a sum not to exceed \$15,000.00. Payment in 3 equal payments of \$5,000.00 (then continue with upon receipt of invoice etc). Payment checks payable to the order of the Centgage Learning shall be deemed full payment to, and acquittance by Centgage Learning.

5. Indemnification. To the fullest extent permitted by law, Centgage Learning shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENTGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

6. Taxes and Insurances. Centgage Learning and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Centgage Learning and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Centgage Learning under this Agreement are unique and personal. Accordingly, Centage Learning shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CENTGAGE LEARNING FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Barstys and Mr. Jocoy

Carried

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide Pre-Kindergarten instruction and

WHEREAS, Lynette Haley O'Stewart will provide 5 days of on-site screening and curriculum support; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$3,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and Lynette Haley O'Stewart be approved; and

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

RESOLVED, That the agreed upon fee for the period September 1, 2016 through June 30, 2017 is \$3,000.00; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Lynette Haley O'Stewart 8149 State Street Gasport, New York 14067

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Lynette Haley O'Stewart as an independent contractor to render to the District the services, and Lynette Haley O'Stewart hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Lynette Haley O'Stewart shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Support Pre-Kindergarten teachers with the administration of the Ages and Stages screening tool
- b) Support Pre-Kindergarten teachers with the curriculum review process
- c) Other duties as deemed necessary

All of the functions will be performed under the direction of the Superintendent and/or his designee. Lynette Haley O'Stewart shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Lynette Haley O'Stewart shall not be an employee of the District. Lynette Haley O'Stewart is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

4. Compensation to Lynette Haley O'Stewart. Upon receipt of payment invoices, the District shall pay to Lynette Haley O'Stewart its services hereunder a sum not to exceed \$3,000.00. Payment as services are rendered. Payment checks payable to the order of the Lynette Haley O'Stewart shall be deemed full payment to, and acquittance by Lynette Haley O'Stewart.

5. Indemnification. To the fullest extent permitted by law, Lynette Haley O'Stewart shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Lynette Haley O'Stewart and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Lynette Haley O'Stewart and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Lynette Haley O'Stewart under this Agreement are unique and personal. Accordingly, Lynette Haley O'Stewart shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND LYNETTE HALEY O'STEWART FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

STATE OF NEW YORK)
)**ss:**
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

Mr. Barstys asked if a no vote will delay instruction. The response was no.

Board requested that staff re-negotiate for better rates. Further discussion on the matter continued and Mr. Laurie noted that he and Mr. Carella will discuss the concerns raised by the Board with the contractor(s), but the contract amounts may not change for this year. However, the rates can be negotiated by eliminating some of the days for service. During discussion, it was noted that the contractors and services being provided are supported by the teachers.

Motion by Mr. Barstys to table Item 6.13; no second, motion failed.

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

Mr. Massaro clarified that a tabling motion takes precedent over a motion and that there's no discussion during a tabling motion.

Mr. Cancemi recommended more time to discuss items before vote. He stated that Mr. Carella does an excellent job. Please call to negotiate better terms, if possible.

Mr. Petrozzi moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District is obligated to provide Reading Intervention services in grades K-4; and

WHEREAS, JP Associates will provide 4 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$8,000.00; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the contract for on-site coaching between the City School District of the City of Niagara Falls, and JP Associates be approved; and

RESOLVED, That the agreed upon fee for the period September 1, 2016 through June 30, 2017 is \$8,000.00; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and JP Associates, Inc. 284 E. Chester Street | Valley Stream, NY 11580, (hereinafter, JP Associates).

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages JP Associates as an independent contractor to render to the District the services, and JP Associates hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: JP Associates shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Two (2) days of coaching services for Corrective Reading/Reading Mastery coaching services in the Fall of 2016.
- b) Two (2) days of coaching services for Corrective Reading/Reading Mastery coaching services in the Spring of 2017.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. JP Associates shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. JP Associates shall not be an employee of the District. JP Associates is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to JP Associates. Upon receipt of payment invoices, the District shall pay to JP Associates its services hereunder a sum not to exceed \$8,000.00. Payment in 2 equal payments of \$4,000.00 (then continue with upon receipt of invoice etc). Payment checks payable to the order of the JP Associates shall be deemed full payment to, and acquittance by JP Associates.

5. Indemnification. To the fullest extent permitted by law, JP Associates shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. JP Associates and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. JP Associates and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6.13 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND JP ASSOCIATES FOR ON-SITE INSTRUCTIONAL COACHING SERVICES FOR THE 2016 - 2017 SCHOOL YEAR (cont'd.)

7. Term of Contract. This contract shall be effective from September 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by JP Associates under this Agreement are unique and personal. Accordingly, JP Associates shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Barstys and Mr. Jocoy

Carried

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2016-2017 SCHOOL YEAR

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The District is obligated to provide Reading Intervention Services to students in grades K-4; and

WHEREAS, Wilson Language will provide 6 days of on-site coaching visits during the 2016-2017 school year; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$10,200.00 and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the contract between the City School District of the City of Niagara Falls and Wilson Language be approved; and

RESOLVED, That the agreed upon fee for the period of September 1, 2016 through June 30, 2017 is \$10,200.00; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made the 18th day of August, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Wilson Language, 47 Old Webster Road, Oxford, MA 01540 (hereinafter "Wilson Language".)

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Wilson Language as an independent contractor to render to the District the services, and Wilson Language hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2016-2017 SCHOOL YEAR (cont'd.)

2. Professional services and duties of the Name: Wilson Language shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) Two (2) days of Wilson Language "Foundations" coaching services in the Fall of 2016.
- b) Two (2) days of Wilson Language "Foundations" coaching services in the Winter of 2017.
- c) Two (2) days of Wilson Language "Foundations" coaching services in the Spring of 2017.
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Wilson Language shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Wilson Language shall not be an employee of the District. Wilson Language is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Wilson Language. Upon receipt of payment invoices, the District shall pay to Wilson Language its services hereunder a sum not to exceed \$10,200.00. Payment in equal installments will be made following the delivery of services, for each 2 day coaching session (then continue with upon receipt of invoice etc). Payment checks payable to the order of the Wilson Language shall be deemed full payment to, and acquittance by Wilson Language.

5. Indemnification. To the fullest extent permitted by law, Wilson Language shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. Wilson Language and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Wilson Language and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 to June 30, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

6.14 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE FOR ON-SITE INSTRUCTIONAL COACHING VISITS DURING THE 2016-2017 SCHOOL YEAR (cont'd.)

8. Assignment: The services to be rendered by Wilson Language under this Agreement are unique and personal. Accordingly, Wilson Language shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.15 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH AND MOVEMENT, A DIVISION OF LEARN THRU MOVEMENT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The goal of the Math and Movement on-site professional development is to provide MSP grant school staff the tools necessary to achieve the professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Math and Movement specialists in mathematics, will provide four (4) days of on-site professional development to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Math and Movement, a division of Learn Thru Movement Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing September 1, 2016 and terminating June 30, 2017 for an amount not to exceed \$11,000; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Math and Movement a division of Learn Thru Movement, Inc., (hereinafter "Math and Movement").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

6.15 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH AND MOVEMENT, A DIVISION OF LEARN THRU MOVEMENT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

1. Engagement of Name. The District hereby engages Math and Movement as an independent contractor and Math and Movement hereby accepts such engagement, to render to the District the services in implementing Common Core Standards for mathematics, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Math and Movement shall provide and render to the District the following services:

- a) On-site technical assistance for implementing Common Core Standards for Math and Math/Science Partnership grant goals in 4 District elementary schools. Services include assisting staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for District Instructional Coaching staff in relation Common Core-aligned mathematics curriculum and instructional strategies.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Math and Movement possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties: Math and Movement shall not be an employee of the District. Math and Movement is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation: Upon receipt of invoices, the District shall pay to Math and Movement for its services hereunder a sum not to exceed Eleven Thousand Dollars (\$11,000 – 4 days of professional development @ \$2,750 per day) payable as follows: payable upon completion of each service hereto before described. Payment checks payable to the order of Math and Movement shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Math and Movement shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Math and Movement and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Math and Movement and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6.15 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH AND MOVEMENT, A DIVISION OF LEARN THRU MOVEMENT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

7. Term of Contract: This contract shall be effective from September 1, 2016 and terminate on June 30, 2017 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Math and Movement under this Agreement are unique and personal. Accordingly, the Math and Movement party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Math and Movement
Learn Thru Movement, Inc

City School District of the City of
Niagara Falls

President

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.15 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH AND MOVEMENT, A DIVISION OF LEARN THRU MOVEMENT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.16 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The goal of the Math Solutions on-site professional development is to provide MSP grant school staff the tools necessary to achieve the professional development goals set forth in the District's Math/Science Partnership Program Proposal, and allow the District to comply with the timeline of professional development activities approved by New York State; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Math Solutions specialists in mathematics, will provide seventeen (17) days of on-site professional development to District staff to support the implementation of the MSP grant goals for Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Math Solutions, a division of Houghton Mifflin Harcourt Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing September 1, 2016 and terminating June 30, 2017 for an amount not to exceed \$63,750; and further

6.16 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of The President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Math Solutions a division of Houghton Mifflin Harcourt, Inc., (hereinafter "Math Solutions").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Math Solutions as an independent contractor and Math Solutions hereby accepts such engagement, to render to the District the services in implementing Common Core Standards for mathematics, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Math Solutions shall provide and render to the District the following services:

- a) On-site technical assistance for implementing Common Core Standards for Math and Math/Science Partnership grant goals in 4 District elementary schools. Services include assisting staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for District Instructional Coaching staff in relation Common Core-aligned mathematics curriculum and instructional strategies.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Math Solutions possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. Math Solutions shall not be an employee of the District. Math Solutions is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

6.16 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

4. Compensation. upon receipt of invoices, the District shall pay to Math Solutions for its services hereunder a sum not to exceed Sixty-Three Thousand Seven Hundred Fifty Dollars (\$63,750 – 17 days of professional development @ \$3,750 per day) payable as follows: payable upon completion of each service hereto before described. Payment checks payable to the order of Math Solutions shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Math Solutions shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Math Solutions and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Math Solutions and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 and terminate on June 30, 2017 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Math Solutions under this Agreement are unique and personal. Accordingly, Math Solutions party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Math Solutions
Houghton Mifflin Harcourt, Inc

City School District of the City of
Niagara Falls

President

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,

_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.16 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR MSP GRANT ELEMENTARY SCHOOLS, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

STATE OF NEW YORK)
)**ss:**
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.17 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The goal of the Math Solutions on-site professional development is to strengthen the District's elementary and prep school teachers' knowledge of formative assessments and help them understand why these assessments are so important in mathematics; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the current curriculum standards will inform professional development and pedagogical needs; and

WHEREAS, Math Solutions specialists in mathematics, will provide four (4) days of on-site professional development to District staff to increase elementary and prep teachers' knowledge of formative assessment; therefore be it

6.17 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

RESOLVED, That the Board of Education hereby approves the Contract with Math Solutions, a division of Houghton Mifflin Harcourt Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing September 1, 2016 and terminating June 30, 2017 for an amount not to exceed \$15,000; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Math Solutions a division of Houghton Mifflin Harcourt, Inc., (hereinafter "Math Solutions").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Math Solutions as an independent contractor and Math Solutions hereby accepts such engagement, to render to the District the services in implementing Common Core Standards for mathematics, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Math Solutions shall provide and render to the District the following services:

- a) On-site technical assistance for teachers and coaches in professional development on formative assessment. Services include assisting staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for District Instructional Coaching staff and administrators in relation to Common Core-aligned mathematics curriculum and instructional strategies.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Math Solutions possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

6.17 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

3. Relationship Between the Parties. Math Solutions shall not be an employee of the District. Math Solutions is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoices, the District shall pay to Math Solutions for its services hereunder a sum not to exceed Fifteen Thousand Dollars (\$15,000 – 4 days of professional development @ \$3,750 per day) payable as follows: payable upon completion of each service hereto before described. Payment checks payable to the order of Math Solutions shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Math Solutions shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Math Solutions and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Math Solutions and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 and terminate on June 30, 2017 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Math Solutions under this Agreement are unique and personal. Accordingly, Math Solutions party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Math Solutions
Houghton Mifflin Harcourt, Inc

City School District of the City of
Niagara Falls

President

President

6.17 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.18 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR AUGUST 23, 2016

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, the goal of Math Solutions is to help administrators to support teachers in the implementation of the Common Core Standards for Mathematical Practice.; and

WHEREAS, Participants will have an opportunity to strengthen their math content and pedagogical knowledge around the Common Core; and

6.18 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR AUGUST 23, 2016

WHEREAS, Math Solutions specialists in mathematics, will provide one (1) day of on-site professional development to District staff to increase administrators' knowledge of the Common Core Standards for Mathematical Practice; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Math Solutions, a division of Houghton Mifflin Harcourt Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for a term commencing August 23, 2016 for an amount not to exceed \$3,750; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Math Solutions a division of Houghton Mifflin Harcourt, Inc., (hereinafter "Math Solutions").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Math Solutions as an independent contractor and Math Solutions hereby accepts such engagement, to render to the District the services in implementing Common Core Standards for mathematics, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Math Solutions shall provide and render to the District the following services:

- a) On-site technical assistance for administrators in professional development on the Common Core Standards for Mathematical Practice. Services include assisting staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for administrators in relation to Common Core-aligned mathematics curriculum and instructional strategies.
- c) Other duties as appropriate.

6.18 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR AUGUST 23, 2016 (cont'd.)

All of the functions will be performed under the direction of the Superintendent and/or his designee. Math Solutions possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. Math Solutions shall not be an employee of the District. Math Solutions is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoices, the District shall pay to Math Solutions for its services hereunder a sum not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750) payable as follows: payable upon completion of service hereto before described. Payment check payable to the order of Math Solutions shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Math Solutions shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Math Solutions and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Math Solutions and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective August 23, 2016

8. Assignment: The services to be rendered by Math Solutions under this Agreement are unique and personal. Accordingly, Math Solutions party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Math Solutions
Houghton Mifflin Harcourt, Inc

City School District of the City of
Niagara Falls

President

President

6.18 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR AUGUST 23, 2016 (cont'd.)

[illegible]

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)**ss:**
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017

Mr. Paretto moved for approval of the following resolution. Mr. Petrozzi seconded the motion.

WHEREAS, The goal of the Pearson Education, Inc. on-site technical assistance visits is to provide school and District staff and classroom teachers the tools necessary to align curriculum, instruction and assessment with the Common Core Learning Standards; and

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the NYS assessments inform professional development and pedagogical needs; and

WHEREAS, Pearson Education, Inc. specialists in literacy and math will provide 22 days of on-site technical assistance to District staff to support the implementation of CCLS in English Language Arts and Mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Pearson Education, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Common Core Standards for a term commencing September 1, 2016 and terminating June 30, 2017 for an amount not to exceed \$69,300; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 18th day of August, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Pearson Education, Inc., (hereinafter "Pearson").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Pearson as an independent contractor and Pearson hereby accepts such engagement, to render to the District the services in implementing Common Core Standards, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Pearson shall provide and render to the District the following services:

- a) On-site technical assistance for implementing Common Core Standards for both Literacy and Math in all 11 District schools. Services include assisting District staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.
- b) Provide professional development for District Instructional Coaching staff and administrators in relation Common Core-aligned curriculum and instructional strategies.
- c) Other duties as appropriate.

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

All of the functions will be performed under the direction of the Superintendent and/or his designee. Pearson possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. Pearson shall not be an employee of the District. Pearson is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoices, the District shall pay to Pearson for its services hereunder a sum not to exceed Sixty Nine Thousand Three Hundred Dollars (\$69,300 - 14 days of professional development @ \$3,150 per day in ELA and 8 days of professional development @\$3,150 per day in Math) payable as follows: payable upon completion of each service hereto before described. Payment checks payable to the order of Pearson shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Pearson shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. Pearson and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Pearson and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 1, 2016 and Terminate on June 30, 2017 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by Pearson under this Agreement are unique and personal. Accordingly, Pearson party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Pearson Education, Inc.

City School District of City of
Niagara Falls

President

President

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

**Niagara Falls City School District/Pearson Common Core Partnership Proposal
On Site Technical Assistance/Job Embedded Professional Development
September 2016 – June 30, 2017**

Pearson offers expert services to support the Niagara Falls City School District as they implement the Common Core Learning Standards (CCLS) and continue to improve instruction in Kindergarten through Grade Twelve. The following supports are recommended to continue the progress made during the last several years.

Meeting Title and Logistic	Date
Job Embedded Professional Development: Change of Practice: Special Education Service Days (isbn 0000121634) Pearson staff will provide on site support to coaches and teachers as they implement effective instructional practices aligned with the CCLS to support academic achievement for all students. Pearson Specialists will work with teachers by modeling and using other appropriate techniques to teach new strategies to teachers. Specialists will support teachers in using data to inform instruction and assess student progress. Teachers will learn to use data to drive instructional decision-making. The CCLS will provide the framework to support the implementation of effective instructional practices to positively impact student achievement. Specialists will schedule class visits with the coach to share strategies to help teachers engage students in rigorous, CC aligned performance tasks and support coaches providing “just in time” professional development for teachers when Pearson Specialists are not on site. Grades Four – Eight	September 2016 – June 2017 (October, December, February May)
Elementary Schools: Four (4) Days at \$3150 per day = \$12,600 Targeted audience: Identified Teachers and coaches at eight (8) elementary schools (<i>Abate, 79th Street, Cataract, GJ Mann, Hyde Park, Kalfas, Maple Ave, Niagara St.</i>)	Sub-total \$12,600
Gaskill and LaSalle Preparatory Schools: Six (6) days at \$3150 per day = \$18,900 Targeted audience: Teachers and coaches Content Literacy	\$18,900 October through January
Niagara Falls High School Four (4) days at \$3150 per day = \$12,600 Targeted audience: Teachers and coaches Content Literacy	 \$12,600
ELA Total	\$44,100 (14 days)

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

Meeting Title and Logistic	Date
Job Embedded Professional Development Change of Practice: Math Institute Service Day isbn 0000121651) Pearson staff will provide on site support to coaches and teachers as they implement effective instructional practices aligned with the CCSS to support academic achievement in classes. Pearson Specialists will work with teachers by modeling and use other appropriate techniques to teach new strategies to teachers. Specialists will support teachers in using data to inform instruction and assess student progress. Teachers will learn to use data to drive instructional decision-making. The CCSS will provide the framework to support the implementation of effective instructional practices to positively impact student achievement. Specialists will schedule weekly class visits with the coach to share strategies to help teachers engage students in rigorous, CC aligned performance tasks and support coaches providing “just in time” professional development for teachers when Pearson Specialists are not on site.	September 2016 – June 2017
Elementary Schools: Eight (8) Days at \$3150 per day = \$25,200 Targeted audience: Teachers and coaches at four (4) elementary schools (Maple, Cataract, Mann, 79th Street)	Sub-total
	\$25,200
Math Total	\$25,200 (8 days)
Grand Total	\$69,300 (22 days)

School	Niagara Falls City School District
Address	630 66 th Street Niagara Falls, NY
Contact	Richard Carella
Phone	1 716-286-4207
Email	rcarella@nfschools.net

6.19 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR COMMON CORE LITERACY AND MATHEMATICS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PEARSON EDUCATION, INC. FOR SEPTEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

ISBN	Topic	Units	Price	Total
0000121634	Change of Practice: Special Education Service Day (ELA Focus)	14 days	\$3150 per day	\$44,100
0000121651	Change of Practice Math Service Day	8 days	\$3150 per day	\$25,200
			TOTAL	\$69,300
Prices do not include applicable state and sales tax.				
Pearson Representative Name	Joanne Toscano	Fax		
Phone	716-860-4225			
Email	Joanne.toscano@pearson.com			
Date	November 17, 2015			

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Bass

Carried

6.20 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE NY44 HEALTH BENEFITS PLAN TRUST

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District provides health care benefits to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining Agreements; and

6.20 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE NY44 HEALTH BENEFITS PLAN TRUST (cont'd.)

WHEREAS, Approval of the attached Memorandum of Agreement is required so that claims are processed and paid for retirees in a timely manner; now therefore be it

RESOLVED, That the Board of Education hereby approves the attached Memorandum of Agreement between the City School District of the City of Niagara Falls and the NY 44 Health Benefits Plan Trust; and further

RESOLVED The President be and he is hereby authorized to execute the attached Memorandum of Agreement and any and all documents necessary to implement this Resolution including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached Memorandum of Agreement and all documents necessary to implement this Resolution.

Memorandum of Agreement

By and Between:

The NY44 Health Benefits Plan Trust (hereinafter known as the Trust) and the City School District of the City of Niagara Falls (hereinafter known as the District) each for good and valuable consideration agree as follows:

1. The City School District of the City of Niagara Falls has been a participant in the Trust since July 1, 2011. This includes health coverage for eligible district retirees and spouses.
2. The Trust requires that all retirees of participating districts and their spouses, who are under age 65 and receiving Social Security Disability benefits, must apply for and enroll in Medicare Parts A and B and does not provide health coverage through the Trust for those individuals who do not meet this requirement. These individuals are identified in Appendix A.
3. The District's current health coverage that is in effect for the plan year ending June 30, 2017 requires that retirees and/ or their spouses who are under age 65 and receiving Social Security Disability benefits to apply for and enroll in Medicare Parts A and B.
4. Based on the fact that the next opportunity for eligible retirees and/ or spouses to enroll in Medicare Parts A and B is January 1, 2017 to March 31, 2017, the District has requested and the Trust has agreed to waive its usual requirements for Medicare Parts A and B participation for the plan year ending June 30, 2017.
5. The Trust hereby agrees to waive its usual eligibility requirements for the plan year ending June 30, 2017, for those eligible District spouses and/ or retirees under age 65 receiving Social Security Disability benefits who currently participate in Medicare Part A, but do not participate in Medicare Part B. In consideration for this action by the Trust, the District will pay to the Trust, the amount of claims incurred and received by July 31, 2016, less the appropriate Independent Health discounts for each affected enrollee who enrolled in the Trust. The Trust will then pay to Independent Health such claims costs on behalf of each affected enrollee, for Independent Health to remit to applicable providers. The Trust will communicate all required claims amounts less any appropriate Independent Health discounts to the District.

6.20 APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NEW YORK AND THE NY44 HEALTH BENEFITS PLAN TRUST (cont'd.)

6. The Trust's waiver of its usual requirements for Medicare Parts A and B participation will end as of 11:59 PM on June 30, 2017, and eligibility for coverage under the Trust shall cease subject to the terms of any applicable collective bargaining agreement.
7. This Memorandum of Agreement is intended to supplement prior existing Memorandum of Agreements between the parties, and is not intended to replace or further amend such prior Memorandum of Agreements in any way.

By:

Mark Laurrie
Superintendent of Schools
City School District of City Niagara Falls

Date

Vincent A. Cancemi
Board of Education, President
City School District of City Niagara Falls

Date

John Pope
Trust Chair
NY44 Health Benefits Plan Trust

Date

Darleen Michalak, Ph.D.
Plan Administrator/ Ex-Officio Trustee
NY44 Health Benefits Plan Trust

Date

Appendix A

The following retirees have denied claims due to not being enrolled in Medicare Part B:

Soluri
Nugent
Linnane
Bernat
Jeffs

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.21 APPROVAL OF CONTRACT OF CANNON DESIGN AS ARCHITECT CONSULTANT FOR REVIEW AND EVALUATION OF THE PURCHASE OF A NEW SCOREBOARD AND TIMING SYSTEM FOR THE NATATORIUM AT NIAGARA FALLS HIGH SCHOOL

Mr. Petrozzi moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District has the need for a new scoreboard and timing system for the natatorium at Niagara Falls High School; and

WHEREAS, The District has determined that it desires an independent third party to review the Bid Documents received for a new scoreboard and timing system; and

WHEREAS, Cannon Design is a highly respected local architectural and engineering firm with expertise in the design and installation of such apparatus and systems; and

WHEREAS, A fee of \$2,692.00 plus anticipated reimbursable costs of approximately \$50.00 has been proposed by Cannon Design for said review and evaluation of the Bid Proposals, therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with Cannon Design for the review and evaluation of bids for the purchase of a new scoreboard and timing system for the Natatorium at Niagara Falls High School, a copy of which is attached ([BoardDocs, see “Meetings”, 2016, 8/18/16, 6, 6.21](#)); and be it further

RESOLVED, That the Contract is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.22 APPROVAL OF CANNON DESIGN AS ARCHITECT CONSULTANT FOR PREPARATION OF SPECIFICATIONS AND BIDDING DOCUMENTS OF A NEW DECTRON UNIT FOR CATARACT ELEMENTARY SCHOOL

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

6.22 APPROVAL OF CANNON DESIGN AS ARCHITECT CONSULTANT FOR PREPARATION OF SPECIFICATIONS AND BIDDING DOCUMENTS OF A NEW DECTRON UNIT FOR CATARACT ELEMENTARY SCHOOL (cont'd.)

Mr. Barstys needed clarification of the resolution. Mr. Garrizzo addressed and stated that State Ed requires an architect to perform this services.

WHEREAS, The District has the need for a new air handling unit at Cataract Elementary School; and

WHEREAS, The District has determined that it needs the services of a professional architect to assist in the process; and

WHEREAS, Cannon Design is a local architectural and engineering firm with expertise in the design and installation of such apparatus and systems; and

WHEREAS, A fee of \$11,000 plus anticipated reimbursable costs has been proposed by Cannon Design for said preparation specifications, and review and oversight of the project, therefore, be it

RESOLVED, That the Board of hereby approves the Contract with Cannon Design providing among other things for the preparation of plans and specifications for a new Dectron air handling unit at Cataract Elementary School, preparation of bid document, assistance in the review of bids and oversight during installation of the unit , a copy of which Contract is attached hereto [\(BoardDocs, see “Meetings”, 2016, 8/18/16, 6, 6.22\)](#), and be it further

RESOLVED, That the Contract is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
August 18, 2016

Summer camps concluded and report to be given September 8. Thank you for support on new staff; all doing very well. Bus schedules will be mailed August 26.

Mr. Vilardo asked if Coachlines was keeping busses updated? Yes, checked in Finance Meeting quarterly.

Mr. Bass asked can a bus reverse safely. Perhaps there is an issue near Packard Court. Mr. Laurie will investigate.

Community Meeting - All are encouraged to attend Community Meeting next Thursday, August 25, at Trinity Baptist Church, 1366 South Avenue. 6 p.m. – 8 p.m.

Advanced Planning - We must begin to investigate QZABS. October 8 K-2 report card presentation – recommending trimesters for these grades.

COMMENTS BY BOARD MEMBERS

Mr. Cancemi requested moment of silence for recently deceased: Mr. Raymond Ruiz, Miss Terri Hickey, Mr. Joseph Leo, and Mrs. Patricia Schucker.

Mr. Barstys recognized work of cabinet.

Bishop Dobbs stated that microphones are better; he thanked staff for that.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Paretto thanked staff for their hard work.

Mr. Cancemi stated that staff works very hard.

Mr. Petrozzi stated that the Board respects employees' expertise.

EXECUTIVE SESSION

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS

At 8:20 p.m., a motion for Executive Session was made by Mr. Barstys to discuss personnel matters which may lead to the appointment/employment/promotion/ assignment and transfer of person, persons, or corporation; seconded by Mr. Bass, the motion passed 8 - 0.

Executive Session was adjourned and the Regular meeting was reconvened at 9:29 p.m. on the motion by Mr. Barstys, seconded by Mr. Jocoy. All were in favor.

ADJOURNMENT

The August 18, 2016, Regular Board Meeting be adjourned at p.m. in memory of the following who recently passed away.

*Mr. Ramon F. Ruiz, retired Program Specialist (CEC) and the husband of Ann M. Ruiz, retired Secretary I (Gaskill Prep)

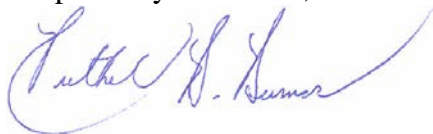
*Ms. Theresa "Terri" M. Hickey, retired Senior School Monitor for Focus on the Family

*Mr. Joseph A. Leo, retired Custodian and the father of Allan Leo, retired teacher from Cataract

*Mrs. Patricia Schucker, mother of Linda Johnson, teacher (Kalfas), mother-in-law of Veronical Schucker, music teacher (NFHS), and grandmother of Kristina Johnson, PSA (Cataract)

*Mrs. Laura Harris, mother of Sheila Barone, Secretary (Instructional Office)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

SEPTEMBER 2016 MEETINGS - MINUTES

DATE: September 8, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Bass and Mr. Jocoy (*both excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([notes of the work session are available ...Boarddocs Library/General](#)):

- K-2 Report – *Mr. Laurrie, Mrs. Capone, Ms. Ranieri,*
- Summer Camps and Programs – *Ms. Sullivan, Mrs. McGrath, Ms. Barto, Ms. O’Grady*
- Opening of Schools – *Mr. Spacone/Mr. Laurrie*
- Agenda Review – September 22, 2016 Regular Meeting – *Mr. Laurrie, Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 8:15 p.m. a motion for Executive Session was made by Bishop Dobbs for the purpose of discussing ongoing contract negotiation with TAUL and for personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a Person, persons or corporation. Mr. Vilardo seconded the motion. All present were in favor. No action will be taken.

EXECUTIVE SESSION CONCLUDES/BRS RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Restaino, seconded by Bishop Dobbs. All present were in favor; motion carried unanimously. The Board Review Session was reconvened and adjourned at 9:20 p.m.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

SEPTEMBER 2016 MEETINGS - MINUTES

DATE: September 22, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: None

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- QZABS – *Mr. Giarrizzo/Mr. Rick Ganci (Capital Market Advisor)*
- Agenda Review – September 22nd Regular Meeting – *Mr. Laurie /Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentation and Recognition

Presentation of



to Niagara Falls High School Students

Mr. Robert Bradley, Chief Educational Administrator of Niagara Falls High School and his Team Leader Ms. Carrie Buchman, with the assistance of Board President Vincent Cancemi, Vice President Robert Restaino, Board Members, and Superintendent Mark Laurrie, recognized the following students who attended summer school and successfully completed all requirements for a high school diploma; a diploma was presented to those who were present. Following, Mr. Laurrie officially conferred graduation upon them.

**Brian J. Basile
Jaylen S. Bolar
Lisa Marie Cunningham
Dakota J. Eady
Icnacio S. Florian
Jahquinn Elijuwon Jacobs
Dominick D. Johnson
Chrishawna Darshay McCallar
Henessey Makayla McRae
A'quan Mims
Philip Alexander Niziol
Selena T'Shara Patterson
Matthew Ryan Previte**

ORAL COMMUNICATIONS – Special Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following as outstanding employees: Mr. Nathaniel Smith, Technology Associate, Niagara St. School; Ms. Christina Custode, music teacher, five-time Grammy nominee; Mr. Rob Lynch, NFHS art teacher and community activist.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Barstys moved for approval of the following minutes. Mr. Jocoy seconded the motion.

June 2016 Board Meetings

The motion was approved by unanimous vote.

BUDGET TRANSFER #2

Mr. Jocoy moved for approval of the following resolution on Approval of Budget Transfer #2. Bishop Dobbs seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 71,478.10 among the following fund, function, object, and location codes:

General Fund:	\$	61,355.87
Special Aid Funds:	\$	10,122.23

The motion was approved by unanimous vote.

BID #8 – POOL SCOREBOARD & TIMING SYSTEM

Mr. Paretto moved for approval of the following resolution on Approval of Bid #8 – Pool Scoreboard and Timing System. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for Pool Scoreboard & Timing Equipment in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 8 – Pool Scoreboard & Timing Equipment; and

WHEREAS, Legal notice was published July 7, 2016 and bid documents were mailed to or secured by (4) four potential bidders; and

WHEREAS, Bids were publicly opened and read on July 22, 2016 and four executed bids were received; and

WHEREAS, The Bids were vetted by Cannon Design Inc. for technical completeness, as well as compliance with the original bid documents, and whose determination is attached hereto; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
8	H2Owis LLC	\$68,425

BID #8 – POOL SCOREBOARD & TIMING SYSTEM (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Mr. Bass

Carried

BID #13 – SCHOOL APPAREL

Mr. Paretto moved for approval of the following resolution on Approval of Bid #13 – School Apparel. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for School Apparel in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 13 – School Apparel; and

WHEREAS, Legal notice was published August 24, 2016 and bid documents were mailed to or secured by eight potential bidders; and

WHEREAS, Bids were publicly opened and read on September 6, 2016 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
13A	Dan The Man	Estimate in excess of \$10,000

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Mr. Bass

Carried

TREASURER'S REPORT

The Treasurer's Report for July 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for September 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Paretto moved for approval of the following Personnel Report for Certificated Staff, Items I through X. Mr. Barstys seconded the motion.

I. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christine Marochi <u>M</u>	Teacher Special Education GPS	\$48,527 Step 3-30M A2250.133.049	September 1, 2016
Jordin Puzan <u>M</u>	Teacher Special Education Hyde Park	\$40,922 Step 1-BA A2250.133.058 (Revised Salary)	September 1, 2016
David Sanders <u>R</u>	Teaching Assistant GPS	\$31,801 A2257.143.049	September 1, 2016
Meredith Wustrack <u>R</u>	Teacher English GPS	\$49,788 Step 2-50M A2125.130.049	September 1, 2016

II. RESCIND APPOINTMENT – REGULAR SUBSTITUTE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ethan Duncan <u>S</u>	Pupil Service Assistant 10 Mos. NFHS (Schurron Cowart)	\$32,039 Step 1 A2810.147.045	September 1, 2016 – June 30, 2017 (pending pre-employ. requirements)

III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ashley Andreana <u>R</u>	Teacher Grade 1 Niagara Street (John Briglio)	\$49,357 Step 3-40M A2101.120.061 (Revised Salary)	Sept 1, 2016 – June 30, 2017
Laura Burhart <u>S</u>	Teacher Science GPS (Ronni McGrath)	\$49,342 Step 4-30M A2127.130.049	Sept 1, 2016 – June 30, 2017 (pending pre-employ requirements)
Kevin Cutler <u>S</u>	Teacher Science CEC (.5)	\$25,524.50 Step 1-70M (.5) A2127.130.045	Sept. 1, 2016 – Sep. 30, 2016
Kathleen DiLaura <u>S</u>	Teacher Speech 79 th Street (.8) – A2256.133.065 NSS (.2) – A2256.133.061 (Rakhi Kohli)	\$24,478.50 Step 2-40M A2256.133.065 (First Semester)	Sept 1, 2016 – January 27, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III.	<u>REGULAR SUBSTITUTES</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Kathy Fadel R	Pupil Service Assistant 10 Mos. NFHS (Schurron Cowart)	\$32,039 Step 1 (pro-rated) A2810.147.045	September 20, 2016 – June 30, 2017
	Sara Morreale R	Teacher Special Education Kalfas	\$49,788 Step 2-50M A2250.133.059 (Revised Salary)	September 1, 2016 – June 30, 2017
	John Weatherston R	Teaching Assistant GPS (Jennifer Clyde)	\$31,801 (pro-rated) A2257.143.049	September 19, 2016 – June 30, 2017
IV.	<u>CHANGE OF STATUS (FROM LEAVE OF ABSENCE)</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Joseph Ceretto	Leave of Absence	Teaching Assistant, Niagara Street	September 1, 2016
	Judy Finitz	Leave of Absence	Teaching Assistant, Hyde Park	September 1, 2016
	Debra Morgan	Leave of Absence	Teacher Math, NFHS	September 1, 2016
	Diane Tunncliff	Leave of Absence	Teacher Special Education, GPS	September 1, 2016
V.	<u>VOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Joelle Constantino	Teacher Science GPS A2127.130.049	Teacher Science NFHS A2127.130.045	September 1, 2016
*VI.	<u>INVOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Rakhi Kohli	Teacher Speech 79 th Street A2256.133.065	Teacher Speech 79 th Street (.8) – A2256.133.065, NSS (.2) – A2256.133.061 (tchr currently on leave)	September 1, 2016
	Patricia Thompson	Teaching Assistant – (Reg. Sub) GPS A2257.143.049 (Jennifer Clyde)	Teaching Assistant – (Reg. Sub) 79 th Street F2103.143.065.0117 (Christina Carducci)	September 19, 2016 – June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Christina Carducci	Teaching Assistant 79 th Street	Personal Leave (without pay)	Sept 19, 2016 – June 30, 2017
	Marissa Chapman	Teaching Assistant GJ Mann	Educational Leave (without pay)	Sept 6, 2016 – Dec 16, 2016 (Tuesday & Wednesday PM Only)
	Rakhi Kohli	Teacher Speech 79 th Street (.8) Niagara Street (.2)	FMLA/Child Rearing Leave (without pay)	September 1, 2016 – January 27, 2017
	Courtney McCreary	Pupil Service Assistant 10 Mos. Cataract (Kristina Johnson)	Personal Leave (without pay)	October 19, 2016 – October 26, 2016
VIII.	<u>PER DIEM</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Sheryl Barksdale	1 day	\$447.09 F2103.131.007.2117	MSP Grant Activities
	Janine Bellonte	1 day	\$492.17 F2013.132.098.4317	MSP Grant Activities
	Colleen Caprio	1 day	\$470.61 F2013.132.098.4317	MSP Grant Activities
	Carrie Cino	1 day	\$492.17 F2013.132.098.4317	MSP Grant Activities
	Catherine Contento	1 day	\$442.76 F2250.132.098.0717	CSE Planning
	Allen Cowart	1 day	\$267.57 F2103.131.007.2117	MSP Grant Activities
	Gail Guthrie	1 day	\$470.61 F2103.131.007.2117	MSP Grant Activities
	Heidi Ingham	1 day	\$271.64 F2103.131.007.2117	MSP Grant Activities
	Kenneth Krieger	3 days	\$536.91 F2250.132.098.0717	CSE Planning
	Michael Lewis	2 days	\$415.30 F2250.132.098.0717	CSE Coordination & Planning
	Cheryl Meteer	3 days	\$442.76 F2250.132.098.0717	CSE Planning
	Sara Morreale	1 day	\$248.94 F2103.131.007.2117	MSP Grant Activities
	Mary Kay Reygers	1 day	\$352.72 F2103.131.007.2117	MSP Grant Activities
	Sara Strangio	1 day	\$344.87 F2013.132.098.4317	MSP Grant Activities
	Catherine Sullivan	4 days	\$470.61 General Fund	Curriculum and Instruction Planning

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII.	<u>PER DIEM (Continued)</u>			
	<u>NAME</u> Sophia Williams	<u>NO. DAYS</u> 1 day	<u>RATE OF PAY/ACCT. CODE</u> \$346.86 F2103.131.007.2117	<u>ACTIVITY</u> MSP Grant Activities
IX.	<u>SCHEDULE B</u>			
C104	<u>ADDITION – HIGH SCHOOL STEM/BIOSCIENCE INTERACTIONS CURRICULUM – NTE 10 HOURS EACH</u>			
	Kath Johnston	Denise Karski		
C105	<u>ADDITION: HIGH SCHOOL STEM/APPLIED INNOVATIONS CURRICULUM – NTE 10 HOURS EACH</u>			
	Deanna Matsulavage	Valerie Rotella-Zafuto		
1.	<u>ADDITION: CO-TEACHING – NTE 11.25 HOURS</u>			
	Joanna Antonacci			
2.	<u>INVESTING IN INNOVATION (I3) GRANT WORK – 2016-17 SCHOOL YEAR – NTE 12 HOURS PER MONTH – F2103.140.007.7614</u>			
	Thomas Fisher			
3.	<u>CROSS CURRICULAR PLANNING – LPS – NTE 3 HOURS EACH</u>			
	Marianne Clingersmith	Megan Glasser	Timothy Johnson	Carleen Krysa
	Giannini Lucantoni-Slepian	Julie McIntyre	Nadedza Mease	Andrea Merino
	Julia Meyers	Laurel Nolan	Edward Wisniewski	Peter Yarussi
4.	<u>FOUNDATIONS, READING MASTERY, AND CORRECTIVE READING TRAININGS – NTE 3 HOURS EACH</u>			
	Virginia Sukmanowski	Miquel Tomkiel	Tammy Zaker	
5.	<u>ABSTRACT CLAY SCULPTURE – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117</u>			
	Annette Baumgarden			
6.	<u>PARENT WORKSHOPS – NIAGARA STREET SCHOOL – NTE 2 HOURS EACH – F2103.140.065.0117</u>			
	Janine Bellonte	Cory Bley	Stefany Critelli	Deanna Cudahy
	Joseph Jacob	Daniel Weiss		
7.	<u>SUMMER WORK – LOCAL ASSISTANCE PLANNING (LAP) – NTE HOURS AS BELOW – F2103.140.098.0116</u>			
	<u>NTE 2 HOURS</u>	<u>NTE 3.75 HOURS</u>		
	Monica Smith-Gottlieb	Karl Wagner		
8.	<u>EARLY COLLEGE HIGH SCHOOL PROGRAM COUNSELOR – NTE 75 HOURS – SEPTEMBER 2016 – AUGUST 31, 2017</u>			
	Ebone Rose			
9.	<u>EARLY COLLEGE HIGH SCHOOL PROGRAM COORDINATOR – NTE 125 HOURS – SEPTEMBER 2016 – AUGUST 31, 2017</u>			
	Cori Cuddahee			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX.	<u>SCHEDULE B (Continued)</u>			
10.	<u>PROFESSIONAL DEVELOPMENT PLANNING FOR SEPTEMBER 23, 2016 – NTE 2 HOURS – F2103.140.098.0317</u>			
	Kimberlee Maynard			
11.	<u>GRADES 4 & 5 SOCIAL STUDIES ASSESSMENT CREATION – NTE 7.5 HOURS EACH – SEPTEMBER – OCTOBER 2016</u>			
	Stefany Critelli	Maria Martin	Joni A. Orfano	Michelle Wagner
12.	<u>EXTENDED DAY PROGRAM – NFHS – SITE COORDINATOR – NTE 100 HOURS</u>			
	Marc Catanzaro			
13.	<u>EXTENDED DAY PROGRAM – NFHS – NTE 50 HOURS EACH</u>			
	Renee Bodkin Christa Ciccone Nicole Lasut-Campbell John Pero Joseph Tiberi	Catherine Burke Judith Deull George Mariano Rose Rajczak Michael Vilardo	Kathryn Canterbury Brian Dowsey Maria Mascaro-Sinatra Ebony Rose	Brian Carey Adrian Ennett Meagan Millar Monica Smith-Gottlieb
14.	<u>EXTENDED DAY PROGRAM – CEC – NTE 50 HOURS EACH</u>			
	Brandie Brown Alexandria Porter	Elizabeth Carroll	Kristina Johnson	Matthew Leo
15.	<u>MSP GRANT – GRADES 4 & 5 – NTE 3 HOURS EACH – F2103.131.007.2117</u>			
	Caterina Antonacci Stanley Mack Michelle Wagner	Stefany Critelli Sandra Peters	Maria D'Addario Angela Ruffolo	Melissa Doescher Cynthia Travis
16.	<u>MSP GRANT – GRADES K-2 – NTE 3 HOURS EACH – F2103.131.007.2117</u>			
	Amy Beckett Joanne Joyce-Touchette Lisa Valvo	Maria D'Antonoli Carol Kajfasz	Chiara Durkin Lynn Pasek	Jametta Felts Nancy Sarkees

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX. SCHEDULE B (Continued)

17. PARENT INVOLVEMENT – ABATE – NTE 3 HOURS EACH – OCTOBER 2016 – MARCH 2017

Janelle Brydges	Elizabeth Colangelo	Donna Nadrowski	Mary Kay Reygers
Margaret Robideau	Sara Strangio		

18. ELEMENTARY MATHEMATICS PROGRAM PILOT TEACHERS AFTER-SCHOOL TRAINING – NTE 6 HOURS EACH

Caterina Antonacci	Joanna Antonacci	Ani Avdoian	Raquela Aversa
Tammy Capatosto	Jennifer Castellani	Nicola Condino	Richard Condino
Marisa D'Addario	Maria D'Antonoli	Danielle Dionne	Catherine Dunstan
Chiara Durkin	Maria Ehde	Richard Evans	Mary Harris
Marquetta Hunter	Joanne Joyce-Touchette	Lori Knapp	Domenica Kutis
Trisha LaSota	Patrina Leo	Stanley Mack	Anthony Navaroli
Joni Ann Orfano	Lynne Pasek	Allison Pasquantino	Beckie Richards
Nancy Sarkees	Nancy Scirto	Rachelle Showers	Cynthia Travis
Michelle Wagner	Michele Walker	Joanne Washcalus	

19. ELEMENTARY MATHEMATICS AFTER-SCHOOL TRAINING (INSTRUCTIONAL COACHES) – NTE 10 HOURS EACH

Janine Bellonte	Colleen Caprio	Carrie Cino	Sara Strangio
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X. SCHEDULE C

ADDITION: FALL 2016 SUPPORT STAFF – 2016–2017 SCHOOL YEAR – \$51.20 PER DAY – NTE 25 EVENTS – A2855.141.098

Laura Skalski

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
and Mr. Cancemi

Nays: None

Abstention: Mr. Vilardo

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Barstys moved for approval of the following Personnel Report for Classified Staff, Items I through XIV. Mr. Paretto seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Nancy Cotton	Food Service Helper 3.5 Hours Hyde Park	18 years 8 months	September 7, 2016
Denise Johnson	School Nurse Abate	14 years 9 months	September 29, 2016
Eileen Schnettler	Special Educ. Assoc. 5.5 Hrs. Abate	31 years 5 months	October 2, 2016
Robert Walton	School Monitor Lunch 3 Hours LPS	17 years 9 months	August 26, 2016
Monique Jackson	Pre-K 3 Classroom Assoc. 5.5 Hrs Abate	3 months	June 30, 2016
James Silvaroli	Technology Associate 6 Hours Information Services	6 months	August 24, 2016

III. RECISION OF PROBATIONARY APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Jean Fortino <u>R</u>	Library Associate 5.5 Hours Hyde Park	\$14.63/hr. Step 3 w/Longevity A2610.175.058	September 1, 2016 (probationary period ends December 31, 2016)

IV. RECISION OF TEMPORARY APPOINTMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Mayes <u>R</u>	Technology Associate 6 Hours Information Services (Brittany Sebring)	\$13.46/hr. Step 1 A1680.177.098	September 1, 2016 – February 1, 2017 (pending pre-employment requirements)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENTS</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	<u>NAME</u>			
	Latrice Powell <u>R</u>	Asst. Child Care Assoc. 6 Hours NFHS \$13.36/hr. Step 3 A2252.173.045	Special Educ. Associate 5.5 Hrs. Hyde Park \$13.95/hr. Step 2 A2252.173.058	September 1, 2016 (probationary period ends December 31, 2016)
VI.	<u>PROBATIONARY APPOINTMENTS</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	<u>NAME</u>			
	Mary Heeney <u>R</u>	Food Service Helper 3 Hours GJ Mann	\$13.81/hour Step 1 C2080.167.067	September 12, 2016 (probationary period ends March 11, 2017)
	Patricia Kline <u>R</u>	School Monitor Lunch 3 Hours LPS	\$11.55/hr. Step 1 C2080.176.050	September 1, 2016 (probationary period ends December 31, 2016)
	Trevor Palmer <u>R</u>	Food Service Helper 3 Hours NFHS	\$13.81/hour Step 1 C2080.167.045	September 23, 2016 (probationary period ends March 18, 2017)
	Antonella Paonessa <u>R</u>	Food Service Helper 3 Hours Hyde Park	\$13.81/hour Step 1 C2080.167.058	September 20, 2016 (probationary period ends March 18, 2017)
	Alicia Smith <u>R</u>	Asst. Child Care Assoc. 6 Hours NFHS	\$12.50/hr. Step 1 A2252.173.045	September 1, 2016 (probationary period ends December 31, 2016)
	Dawn Veres <u>R</u>	Pre-K Associate 5.5 Hours Hyde Park	\$13.46/hr. Step 1 F2510.177.058.3117	September 1, 2016 (probationary period ends December 31, 2016)
	Angela Wagner <u>R</u>	Pre-K 3 Associate 5.5 Hours Abate	\$13.46/hr. Step 1 F2510.177.056.3117	September 1, 2016 (probationary period ends December 31, 2016)
	Juliette Willis <u>R</u>	Library Associate 5.5 Hours Hyde Park	\$13.46/hr. Step 1 A2610.175.058	September 1, 2016 (probationary period ends December 31, 2016)
VII.	<u>REVISED APPOINTMENT</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	<u>NAME</u>			
	Patricia Williams <u>R</u>	Asst. Child Care Assoc. 6 Hours NFHS A2252.173.045	Asst. Child Care Assoc. 6.5 Hrs. NFHS A2252.173.045	September 1, 2016 – June 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alexis Beaman	Food Service Helper 3 Hours Niagara Street	\$13.81/hour Step 1 C2080.167.061	September 13, 2016 – September 20, 2016
Steven Belle	Part-time Cleaner Maintenance (Warren Hazel)	\$10.30/hr. Step 1 C2860.167.016	September 12, 2016 – December 31, 2016
Beverly Bradley	Assistant Cook 8 Hours Niagara Street (Carolyn Rick)	\$16.14/hr. Step 2 C2080.167.061	September 1, 2016 – December 22, 2016
Katherine Luero	Asst. Child Care Assoc. 6 Hours Cataract (Tina Ryan) (Moving to Cataract on 9/26/16)	\$12.50/hr. Step 1 A2252.173.057	Sept 7, 2016 – Nov30, 2016 (9/7/16 to 9/23/16 was at Hyde Park)
Teresa Mascaro	School Nurse (.6) (Mon – Wed) District-Wide (Float)	\$39,713 Step 1 (.6) (Pro-rated) A2815.167.098	September 6, 2016 – November 30, 2016
Carolyn Rick	Cook 8 Hours Niagara Street (Roseanne Avojan)	\$19.24/hr. Step 1 w/Longevity C2080.167.061	September 1, 2016 – December 22, 2016
Tina Ryan	Special Educ. Associate 5.5 Hrs. Abate (Eileen Schnettler)	\$13.95/hr. Step 2 A2252.173.056	September 7, 2016 – November 30, 2016
Judith Trombley	Asst. Child Care Associate 6 Hrs. NFHS (Latrice Powell)	\$12.50/hr. Step 1 A2252.173.045	September 1, 2016 – December 31, 2016

IX. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	October 1, 2016 – October 31, 2016
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	October 1, 2016 – October 31, 2016
Shanika Jones	Cleaner 7 Hours Hyde Park (Tanya Adamson)	\$32,409 Step 2 w/Longevity A1623.167.058	October 1, 2016 – October 31, 2016
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	Oct 1, 2016 – Oct 31, 2016
Maria McKean	Cleaner 7 Hours District-Wide (Maria Carella)	\$31,109 Step 2 A1623.167.016	October 1, 2016 – October 31, 2016
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	Oct 1, 2016 – Oct 31, 2016
Kaylee Ulrich	Cleaner 7 Hours Maint (District-wide)	\$31,109 Step 2 A1623.167.016	Oct 1, 2016 – Oct 31, 2016
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	October 1, 2016 – October 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Mary Ann Fennell	Health Associate 6 Hours Abate A2815.174.056	Health Associate 6 Hours Abate (.6) – A2815.174.056 Hyde Park (.4) – A2815.174.058	September 1, 2016
Tina Ryan	Asst. Child Care Assoc. 6 Hours Hyde Park A2252.173.058	Asst. Child Care Assoc. 6 Hours Cataract A2252.173.057 (Currently wrkg as temp. Spec. Ed Assoc.)	September 26, 2016

XI. CHANGE OF STATUS (TEMPORARY APPOINTMENT TO PROVISIONAL APPOINTMENT)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Kasey Dixon	Technology Associate 6 Hours Information Services (temporary)	Technology Associate 6 Hours Information Services (provisional)	September 1, 2016

XII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
TinaMarie Flynn	Food Service Helper 3 Hours NFHS(probationary)	Food Service Helper 3 Hours NFHS	October 1, 2016
Donald Harris	Leave of Absence	Pre-K Associate 5.5 Hours NSS	September 1, 2016
Janice Mistretta	Asst. Child Care Associate 6 Hrs Niagara Street (probationary)	Asst. Child Care Associate 6 Hrs Niagara Street	October 4, 2016

XIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roseanne Avojan	Cook 8 Hours Niagara Street School	Medical (without pay)	Sept 1, 2016 – Dec 22, 2016
Joan Donahue	School Monitor Lunch 3 Hours Cataract	Personal (without pay)	September 7, 2016 – September 9, 2016
Cheryl LaBelle	Technology Assoc 6 hours GJ Mann	Educational Leave (without pay)	Sept 6, 2016 – Dec 16, 2016 (PM Only)
Teresa Mathis	Food Service Helper 3 Hours Cataract	Personal (without pay)	September 7, 2016 – June 1, 2017
Timothy Miles	Food Service Helper 3 Hours NFHS	Personal (without pay)	September 1, 2016 – June 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XIII. LEAVE OF ABSENCE (cont'd.)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Latrice Powell	Asst. Child Care Assoc. 6 Hours NFHS	Other (to take other District position)	September 7, 2016 – January 7, 2017
Jacqueline Rivera	Food Service Helper 3 Hours GPS	Personal (without pay)	September 1, 2016 – March 31, 2017
Jean Robbins	Technology Associate 6 Hours Maple	Personal (without pay)	November 16, 2016 – November 18, 2016
Margaret Rowles	Library Associate 5.5 Hours Abate	Personal (without pay)	October 31, 2016 – November 4, 2016
Kimberly Rubin	School Monitor Lunch 3 Hours Hyde Park	FMLA (without pay)	September 16, 2016
Tina Ryan	Asst. Child Care Assoc. 6 Hours Hyde Park-->Cataract	Other (to take other District position)	September 7, 2016 – November 30, 2016
Eileen Schnettler	Special Educ. Assoc. 5.5 Hours Abate	Medical (without pay)	September 16, 2016 – September 30, 2016
Brittany Sebring	Technology Associate 6 Hours Hyde Park	Personal Leave (without pay)	September 1, 2016 – February 1, 2017

XIV. ADDITIONAL HOURS

A. PARENT WORKSHOP ASSISTANCE – NIAGARA STREET SCHOOL – NTE 12 HOURS – OCTOBER 2016 – MAY 2017 – F2103.177.061.0117

Angeline Freeman-Harrigan

B. OPENING OF SCHOOL – NIAGARA STREET SCHOOL – NTE 12 HOURS – A2020.178.061

Linda Grant

C. PARENT/TEACHER CONFERENCES – NIAGARA STREET SCHOOL – NTE 25 HOURS – SEPTEMBER 2016 – MARCH 2017 – F2103.177.061.0117

Marla McGahey

D. BREAKFAST DUTY – KALFAS – NTE .50 HOURS EACH PER DAY – SEPTEMBER 2016 – JUNE 2017

Camille Freeman

Tina Vigrass

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XIV. ADDITIONAL HOURS (Continued)

E. BREAKFAST DUTY – HYDE PARK – NTE .50 HOURS EACH PER DAY – SEPTEMBER 2016 – JUNE 2017

Lisa Edwards Shirley Fiocco Kimberly Rubin

F. BREAKFAST DUTY – HYDE PARK – NTE .25 HOURS EACH PER DAY – SEPTEMBER 2016 – JUNE 2017 – A2020.178.058

Chanel Barber Luciana D'Amico Kimberly Dorato Dawn Veres

G. OPENING OF SCHOOLS – HYDE PARK – NTE 6 HOURS – A2020.178.058

Jacquelyn Alfearie

H. OPENING OF SCHOOLS – ABATE – NTE 14 HOURS – A2020.178.056

Pamela Fuller

I. REVISED DATES: SUMMER SPORTS NURSE – (7/13/16 – 8/31/16) – NTE 225 HOURS COMBINED FOR ALL EMPLOYEES BELOW – A6300.167.098

Monica Petrishin	<u>1st Back Up Only</u>	<u>2nd Back Up Only</u>	<u>3rd Back Up Only</u>
	Laura Lasher	Julia Sturdivant	Teresa Mascaro

J. OPEN HOUSE – MAPLE AVENUE SCHOOL – NTE 2 HOURS EACH

Leslie Ellis Deborah Maj

K. FAMILY COMMUNICATION – HYDE PARK SCHOOL - NTE 20 HOURS EACH – F2103.177.058.0117

Kasey Dixon Lynette Smeal

L. PARENT ENGAGEMENT – SENIOR SCHOOL MONITOR – ABATE – NTE 6 HOURS – OCTOBER 2016 – MARCH 2017

Pamela Fuller

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on July 11, 2016 and September 8, 2016 for the annual review of special education students and on July 11, 2016 and August 17, 23, 29, and 30, 2016 and September 7, 8, 12, 13, 14, 15, and 16, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 9/22/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved by unanimous vote.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on August 2, 15, 24, 25, September 1, 7, 14, 15, 2016 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

RESOLVED, That the Board of Education approve the recommendations made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 9/22/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved by unanimous vote.

SHORT-TERM CONTRACTS

None

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPOINTMENT OF DELEGATE TO THE 2016 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The New York State School Boards Association annually conducts a fall conference; and

WHEREAS, Voting on crucial issues coming up at this conference can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This representative should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints *Vincent Cancemi* as its delegate to the 2016 New York State School Boards Association Conference.

6.01 APPOINTMENT OF DELEGATE TO THE 2016 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.02 APPOINTMENT OF ALTERNATE DELEGATE TO THE 2016 NEW YORK STATE SCHOOL BOARDS ASSOCIATION CONFERENCE

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The New York State School Boards Association annually conducts a fall conference; and

WHEREAS, Voting on crucial issues coming up at this conference can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, An alternate should be authorized to vote in the absence of the delegate; and

WHEREAS, This representative should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints *Nicholas Vilardo* as its alternate delegate to the 2016 New York State School Boards Association Conference.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.03 ACCEPTANCE OF FUNDS FOR THE 2016-17 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

6.03 ACCEPTANCE OF FUNDS FOR THE 2016-17 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT

WHEREAS, District staff has met and formulated an application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$14,400 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$14,400 be credited to Revenue Account F3289.220.17 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

Account Code	Description	Budget
F2103.149.098.2217	Substitutes	10,656
F2103.404.007.2217	Contract Consulting	3,500
F2103.540.007.2216	Supplies	<u>244</u>
TOTAL		\$14,400

Revenue Account: F3289.220.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: 2016-17 Mentor-Teacher Internship Program Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$14,400
5. Total Staff: 1 Building Based Substitute
6. Major Objectives/Activities/Evaluation:
 - To promote a sense of collegiality among all faculty members;
 - Reduce the traditionally viewed isolation of a classroom teacher;
 - Stimulate reflective practice not only among those new in the profession but also among the experienced staff;
 - Give opportunity for “master” teachers to share their experience, knowledge and expertise with their colleagues;
 - Enable all participants to become more aware of research and what its findings can do to assist in the classroom;
 - Ease the “trauma” a beginning teacher experiences in his/her first year and thus retain knowledgeable and qualified individuals in the teaching ranks;
 - Enable the district to maintain continuity for reform and restructuring endeavors by equipping new recruits with both the knowledge and skills that are necessary.
 - Allow District employees holding Initial Certification to meet the state mandated one year of mentoring required for Professional Certification.

6.03 ACCEPTANCE OF FUNDS FOR THE 2016-17 MENTOR-TEACHER INTERNSHIP PROGRAM GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.04 APPROVAL OF CANNON DESIGN AS ARCHITECT CONSULTANT FOR ASSISTANCE IN THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR 79TH STREET ELEMENTARY SCHOOL (REVISED)

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District was awarded monies for the purchase of new playground equipment at 79th Street Elementary School; and

WHEREAS, The District has determined that it need the services of a professional architect to assist in the process; and

WHEREAS, Cannon Design is a highly respected local architectural and engineering firm with expertise in the design and installation of such apparatus and systems; and

WHEREAS, A fixed fee of \$5,000.00 has been proposed by Cannon Design for said preparation, review and oversight of the project, therefore, be it

RESOLVED, That the Board of Education hereby agrees to hire Cannon Design for the purpose of preparing submittal documents, assistance in the preparation of bid document, assistance in the review of those bids and oversight during installation of new playground apparatus and equipment, and be it further

RESOLVED, That the Contract ([BoardDocs, see "Meetings", 2016, 9/22/16, 6, 6.04](#)) is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-2 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1 – NOVEMBER 10, 2016

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The goal of the Houghton Mifflin Harcourt, Inc. on-site technical assistance and coaching visits is to improve and refine the delivery of instruction with Journeys resources and materials; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the program resources align to the Common Core Learning Standards and allow for differentiated instruction for all learners; and

WHEREAS, Houghton Mifflin Harcourt, Inc. consultants will provide 4 days of on-site technical assistance to District staff; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Houghton Mifflin Harcourt, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Journeys program in grades Kindergarten to 3, for a term commencing October 1, 2016 and terminating November 10, 2016 for an amount not to exceed \$9010.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 22nd day of September, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Houghton Mifflin Harcourt, Inc., (hereinafter "HMH").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages HMH as an independent contractor and HMH hereby accepts such engagement, to render to the District the services in implementing the Journeys program, subject to the terms and conditions hereinafter set forth.

6.05 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-2 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1 – NOVEMBER 10, 2016 (cont'd.)

2. Professional services and duties of the Name: HMH shall provide and render to the District the following services:

- a) On-site technical assistance and coaching for implementing the Journeys program for Literacy in 4 District schools. Services include assisting District staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.

All of the functions will be performed under the direction of the Superintendent and/or his designee. HMH possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. HMH shall not be an employee of the District. HMH is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoices, the District shall pay to HMH for its services hereunder a sum not to exceed Nine Thousand Ten dollars (\$9,010) payable as follows: the sum of Four Thousand Five Hundred Five dollars (50% of the amount due) on October 31, 2016 and the balance of Four Thousand Five Hundred Five dollars (\$4,505) on November 30, 2016. Payment checks payable to the order of HMH shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, HMH shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HMH and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HMH and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from October 1, 2016 and Terminate on November 10, 2016 provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by HMH under this Agreement are unique and personal. Accordingly, HMH shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

6.05 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-2 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR OCTOBER 1 – NOVEMBER 10, 2016 (cont'd.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Houghton Mifflin Harcourt, Inc.

City School District of City of
Niagara Falls

President

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: Mr. Barstys and Mr. Petrozzi

Carried

6.06 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM SEPTEMBER 23, 2016 – AUGUST 31, 2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District requires support and guidance for the completion of its District Comprehensive Improvement Plan and seven School Comprehensive Education Plans; and

WHEREAS, A contract for consulting services with PLC Associates, is needed to provide said consultation; and

WHEREAS, The contract will be for a term commencing September 23, 2016, and terminating August 31, 2017 for an amount not to exceed \$74,600.00 for services to be performed; therefore be it

RESOLVED, That the Board of Education hereby approves a contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing September 23, 2016 and terminating August 31, 2017 for an amount not to exceed \$74,600.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS 22nd DAY OF September 2016, by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and PLC Associates, Pittsford, New York, 14534 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding Focus District and School improvement planning, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.06 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM SEPTEMBER 23, 2016 – AUGUST 31, 2017 (cont'd.)

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Focus District and School improvement planning, which services shall include, without limitation, the following:
 - a. The Data Triangle, stakeholder survey administration and reporting (Staff, Student and Family Surveys);
 - b. Technical Assistance to building principals for implementation of SCEPs – 24 days
 - c. Provide District and school support: Self Reflection Guidance and District/School Based Plan Creation – 16 days
 - d. Calibration and review of District and School plans
 - e. Technical assistance for completion of mandatory Quarterly Progress Reports for 7 Focus School plans and 1 District plan

All of these functions shall be performed under the direction of the District. This consultant should possess a thorough knowledge NYSED mandates and the Diagnostic Tool for School and District Effectiveness and related activities.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to PLC Associates, a sum not to exceed \$74,600.00 to be paid in four (4) installments as follows: \$14,513 on October 31, 2016; \$14,513 on December 31, 2016, \$14,562 on June 30, 2017, and the balance of \$31,012 on August 31, 2017. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, PLC Associates.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6.06 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM SEPTEMBER 23, 2016 – AUGUST 31, 2017 (cont'd.)

6. Term of Contract. This Contract shall be effective from 9/23/16 through 8/31/17, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

Penny Ciaburri, CEO

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____,
_____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.07 APPROVAL OF CONTRACT FOR SOFTWARE LICENSE BY INDEPENDENT CONTRACTOR FOR WEB MANAGEMENT INFORMATION SYSTEM - CITYSPAN TECHNOLOGIES, INC., 9/1/16-6/30/17

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District hired Cityspan Technologies as an independent consultant to render professional attendance data management services; and

WHEREAS, The current term of this contract is for the period September 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall not exceed \$4,000.00 and will be billed in one installment; therefore be it

RESOLVED, That the contract for software license to provide attendance data management by independent contractor for web management information system - Cityspan Technologies, Inc., 9/1/16-6/30/17, attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR WEB ATTENDANCE DATA MANAGEMENT SERVICES
BY CITYSPAN TECHNOLOGIES, INC.**

THIS AGREEMENT, made this 8th day of September, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Cityspan Technologies, 2054 University Avenue, 5F, Berkeley, CA 94704, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional web management software hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent software management which services shall include but not be limited to the following:

- a. Phone-based meetings and consultation as mutually agreed
- b. Data export tool that provides on demand access to track goals and objectives set forth by the New York State Education Department.
- c. Customary software preparation and data storage.
- d. The licensee shall own all data entered into the database
- e. Compliance of all New York State regulations pertaining to the student privacy act.

6.07 APPROVAL OF CONTRACT FOR SOFTWARE LICENSE BY INDEPENDENT CONTRACTOR FOR WEB MANAGEMENT INFORMATION SYSTEM - CITYSPAN TECHNOLOGIES, INC., 9/1/16-6/30/17 (cont'd.)

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of development and deployment of web-based attendance and data management systems.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party: Upon receipt of a payment invoice the First Party shall pay to Second Party the sum of \$4,000.00 to be paid in one (1) installment on June 30, 2017. Payment by check made payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This contract shall be effective from September 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days' advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Cityspan Technologies

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Mark Min, CEO

President

**6.07 APPROVAL OF CONTRACT FOR SOFTWARE LICENSE BY
INDEPENDENT CONTRACTOR FOR WEB MANAGEMENT INFORMATION
SYSTEM - CITYSPAN TECHNOLOGIES, INC., 9/1/16-6/30/17 (cont'd.)**

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

**6.08 APPROVAL OF AGREEMENT WITH STOHL ENVIRONMENTAL AS
PROFESSIONAL CONSULTANT FOR FURNISHING SERVICES IN TESTING
DISTRICT DRINKING WATER FOR LEAD**

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The State requires public school districts to conduct testing of school potable water sources for lead contamination; and

WHEREAS, The District has determined that it is in need of the services of a professional environmental consultant for the collection and analysis of potable water from said sources for lead contamination; and

6.08 APPROVAL OF AGREEMENT WITH STOHL ENVIRONMENTAL AS PROFESSIONAL CONSULTANT FOR FURNISHING SERVICES IN TESTING DISTRICT DRINKING WATER FOR LEAD (cont'd.)

WHEREAS, Stohl Environmental is an environmental consulting firm with expertise in the process of collecting samples, analyzing samples and providing the appropriate information and reports; and

WHEREAS, A fee of \$47,497 for the collection, analysis and reporting on 1,339 initial samples has been proposed by Stohl Environmental, therefore, be it

RESOLVED, That the Board of Education hereby approves the Agreement with Stohl Environmental ([BoardDocs, see "Meetings", 2016, 9/22/16, 6, 6.08](#)), for it to provided services in collecting, analyzing and reporting on the School Districts sources of potable water for the possibility of lead contamination, for total amount of \$47,497.00 ; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions that the Superintendent and School District Attorney may deem appropriate, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
September 22, 2016

Mr. Laurie thanked Mrs. Glaser for her work on *Dads Take Your Child To School Day*; it was very successful.

Mr. Laurie recognized and congratulated CSEA Local President Diane Spacone for being selected by the YWCA as a *Woman of Distinction*; it is a well-deserved honor.

Great start to the school year; the Small Cities lawsuit will be appealed by the District. A conference call will be made tomorrow on the subject.

The Superintendent has been in every classroom; he complimented teachers on their work.

The Audit Committee meeting went well; Mr. Laurie welcomed Mr. Anderluh, Vice Chairperson of the Committee. A Board member and community member are still needed. Drescher & Malecki will be here September 26th to start the internal audit. They expect to take about two weeks. We have hired three new employees in our Finance department; all are doing fantastic. One is a former employee of Drescher & Malecki; this is permissible.

The 28th Annual Elementary Mile Run will be held at Niagara Falls High School Saturday (October 1st) at 12:00 p.m.

Homecoming is Saturday at noon (vs. Clarence); first time ever the Wolverine football team is 3-0.

Student Del Hunt (WGRZ) Class AA North is player of the week for his performance on Sept. 17th vs Ken West.

Thanks to the Niagara Falls Fire Department for conducting fire safety training at our schools. (Mr. Bass was present at Harry F. Abate). A Fire Safety Report will be presented by the Fire Inspector(s) and Mr. Spacone at the October 6th BRS.

Thanks Sheriff Deputies and their K-9 partner officers who were at Maple Avenue School.

COMMENTS BY BOARD MEMBERS

Board members congratulated the students who were here earlier on their successful completion of the necessary requirements for graduation, and they wished them the best in their future endeavors.

Board members thanked Mrs. Glaser on an outstanding job with this year's *"Dads Take Your Child To School."* They commended employees (Mrs. Spacone, Mr. Lynch, Ms. Custode, Mr. Smith) who were recognized this evening and thanked staff for their great work.

Board members acknowledged that Homecoming for the Wolverines is Saturday...Go Wolverines!

Mr. Paretto encouraged everyone to attend the Homecoming game.
Mr. Vilardo thanked Mr. Laurie for his updates.

Mr. Restaino stated how impressed he is by the achievements of the staff members who were recognized.

Mr. Cancemi thanked Mr. Laurie for his enthusiasm. He thanked Board and community for participating in *Dads Take Your Child To School Day*, which was great.

EXECUTIVE SESSION

At 8:02 p.m., a motion for Executive Session was made by Mr. Barstys to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation and to discuss Collective Bargaining negotiation under the Taylor Law (Taul Union); seconded by Mr. Paretto, motion passed unanimously.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS

Executive Session was adjourned and the Regular meeting was reconvened at 9:00 p.m. on the motion by Mr. Restaino, seconded by Mr. Paretto. All were in favor.

ADJOURNMENT

The September 22, 2016, Regular Board Meeting be adjourned at 9 p.m. in memory of the following who recently passed away.

ADJOURNMENT (cont'd.)

*Mr. Rutherford "Jawsie" Watson, Jr., husband of Jennifer Watson (Food Service Helper), son of Barbara Watson (retired teacher), brother of Damien Watson (former District Tech Associate), and nephew of Cynthia Travis (teacher)

*Mrs. Nancy S. Mack, mother of Janelle Brydges (teacher)

*Mrs. Mary Ann Gross Bishara, mother of Elizabeth Lia (teacher) and mother-in-law of Vincent Lia (teacher)

*Ms. Donna Ray Brown, former bus aide

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a large, sweeping flourish extending from the end of the name.

Ruthel D. Dumas, District Clerk

rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

OCTOBER 2016 MEETINGS - MINUTES

DATE: October 6, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Bishop Dobbs (*excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed [*\(notes of the work session are available ...Boarddocs Library/General\):*](#)

- Fire Reports – *Mr. Gerald Aderhold, Fire Inspector*
- Facility Naming – *Board*
- Agenda Review – October 20, 2016 Regular Meeting – *Mr. Laurie, Mrs. Dumas/Ms. Massaro*

EXECUTIVE SESSION

At 7:05 p.m. a motion for Executive Session was made by Mr. Restaino for the purpose of discussing personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation. Mr. Paretto seconded the motion. All present were in favor; motion carried unanimously by those present. No action will be taken.

EXECUTIVE SESSION CONCLUDES/BRS RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Restaino, seconded by Mr. Jocoy. All present were in favor; motion carried unanimously by those present. The Board Review Session was reconvened and adjourned at 7:50 p.m.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

OCTOBER 2016 MEETINGS - MINUTES

DATE: October 20, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Mr. Jocoy (*excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- NYSSBA Resolution – Mr. Laurrie, Mr. Giarrizzo, Board
- Agenda Review – October 20th Regular Meeting – *Mr. Laurrie /Mrs. Dumas/Ms. Massaro*

3. ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff

Mr. Laurrie introduced Ms. Tracy Shuttuck of Music Is Art; a not-for-profit organization founded in 2003 by *Goo Goo Dolls* bassist and Buffalo resident, Mr. Robby Takac. The organization collects new and used instruments and has them refurbished and donated to local students & schools for their music programs. Mr. Laurrie and the Board recognized Music Is Art and Ms. Shuttuck for its donation of musical instruments to Abate valued at \$23,345 and commended Abate instrumental music teacher Mr. Michael Kineke for his effort and role in securing the instruments. A resolution is on the agenda to officially accept the gift.

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff (cont'd.)

Mr. Laurrie and the Board recognized the following as outstanding employees: Mr. Timothy Aughtman, Custodian at Gaskill Prep; Ms. Melissa Molly, Associate who works with children with autism; Mr. Rico Slaiman, teacher and organizer of the Post Prom Party.

Ms. Mary Tilman, a parent, asked for clarification on NYSSBA Resolution 21 submitted by the Fairport Central School Board and Resolution 22. She wanted to make sure that parents would not lose their right to participate in determining the education needs for their children.

Mr. Giarrizzo and Mr. Laurrie assured Ms. Tilman that NYSSBA is not advocating the elimination of a parent's right to participate in determining what is best for their child or children educationally.

Mr. Cancemi stressed how important it is for parents to be involved in the development of their child's or children's IEP.

WRITTEN COMMUNICATIONS

None

4. ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Barstys seconded the motion.

July 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #3

Mr. Paretto moved for approval of the following resolution on Approval of Budget Transfer #3. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$418,826.53 among the following fund, function, object, and location codes:

BUDGET TRANSFER #3 (cont'd.)

General Fund:	\$ 288,322.82
Special Aid Funds:	\$ 130,503.71

The motion was approved unanimously by those present.

BID #14 – SMART SCHOOLS BOND ACT TWO-IN-ONE LAPTOP/TABLET CONVERTIBLE DEVICES

Mr. Paretto moved for approval of the following resolution on Approval of Bid #14 – Smart Schools Bond Act Two-In-One Laptop/Tablet Convertible Devices. Bishop Dobbs seconded the motion.

WHEREAS, Funds were appropriated for Stereo Headsets in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 14 – Two-in-one Laptop/Tablet Convertible Devices; and

WHEREAS, Legal notice was published August 29, 2016 and bid documents were mailed to or secured by (7) seven potential bidders; and

WHEREAS, Bids were publicly opened and read on September 13, 2016 and (6) six properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Ms. Darlene Sprague, Administrator for Information Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract, to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
14	Bak USA Technologies	\$29,999.25

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Report for August 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for September 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Paretto moved for approval of the following Personnel Report for Certificated Staff, Items I through X. Mr. Bass seconded the motion.

Mr. Barstys stated that this is such a huge undertaking by our HRO Department and Ms. Massaro. I have been in three school districts and our HRO Department is one of the best. Ms. Massaro spends hours and hours putting this report together.

Ms. Massaro publicly thanked Mrs. Annie Carr, secretary, who prepares the reports, for all her hard work.

Mr. Cancemi noted that the Certificated report is 54 pages long and concurred that it is a huge undertaking.

I. INDIAN EDUCATION APPOINTMENT FOR 2016-17 SCHOOL YEAR

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Audrey Davis M	Cultural Specialist III Abate	\$30,000 (pro-rated) F2103.120.052.1517	October 3, 2016 – June 30, 2017

II. PROBATIONARY APPOINTMENTS

Fredia Hart-Cowart R	Teacher Special Education NFHS	\$55,361 Step 1-70MM A2250.133.045	September 1, 2016
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III. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Laura Burhart S	Teacher Science GPS	\$50,515 Step 5-30M A2127.130.049 (Revised Salary)	September 1, 2016 – June 30, 2017

IV. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Jeanine Catanzaro	Teacher Speech UDO (.6) - A2256.133.007 Maple (.4) – A2256.133.060	Teacher Speech Maple (.5) – A2256.133.060 UDO (.5) - A2256.133.007	September 26, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. INVOLUNTARY TRANSFERS (Continued)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Sarah Ruffolo	Teacher Speech Cataract (.6) – A2256.133.057 UDO (.4) – A2256.133.007	Teacher Speech Cataract (.8) – A2256.133.057 UDO (.2) – A2256.133.007	September 26, 2016

V. PER DIEM – 2016-17

1. NUMBER TALKS GRADES K-2

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Ashley Andreana	1 day	\$246.79 F2103.132.098.2117	Number Talks Grades K-2
Francine Arnold	1 day	\$449.05 F2103.132.098.2117	Number Talks Grades K-2
Maria D'Antonoli	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades K-2
Chiara Durkin	1 day	\$466.27 F2103.132.098.2117	Number Talks Grades K-2
Maria Ehde	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades K-2
Jametta Felts	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades K-2
Cheryl Johnson	1 day	\$457.58 F2103.132.098.2117	Number Talks Grades K-2
Joanne Joyce-Touchette	1 day	\$368.42 F2103.132.098.2117	Number Talks Grades K-2
Lynn Pasek	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades K-2
Kassie Sillett	1 day	\$204.61 F2103.132.098.2117	Number Talks Grades K-2
Lisa Valvo	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades K-2

2. NUMBER TALKS GRADES 3-5

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Caterina Antonacci	1 day	\$319.90 F2103.132.098.2117	Number Talks Grades 3-5
Stefany Critelli	1 day	\$331.62 F2103.132.098.2117	Number Talks Grades 3-5
Melissa Doescher	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades 3-5
Jessica Fronczak	1 day	\$242.64 F2103.132.098.2117	Number Talks Grades 3-5
Tracy Gibb	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades 3-5

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. **PER DIEM – 2016-17 (Continued)**
 2. **NUMBER TALKS GRADES 3-5 (Continued)**

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Kristen Martell	1 day	\$303.28 F2103.132.098.2117	Number Talks Grades 3-5
Michael Montanaro	1 day	\$240.58 F2103.132.098.2117	Number Talks Grades 3-5
Sandra Peters	1 day	\$470.61 F2103.132.098.2117	Number Talks Grades 3-5
Mary Kay Reygers	1 day	\$352.72 F2103.132.098.2117	Number Talks Grades 3-5
Angela Ruffolo	1 day	\$346.86 F2103.132.098.2117	Number Talks Grades 3-5
Jacqueline Vogt	1 day	\$321.93 F2103.132.098.2117	Number Talks Grades 3-5
Bridget Wagner	1 day	\$447.09 F2103.132.098.2117	Number Talks Grades 3-5
Daniel Weiss	1 day	\$304.99 F2103.132.098.2117	Number Talks Grades 3-5
Sophia Williams	1 day	\$346.86 F2103.132.098.2117	Number Talks Grades 3-5

3. **GRADE 6 MATH – PRACTICES & PROCESS SERIES**
NAME **NO. DAYS**

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Janine Bellonte	1 day	\$492.17 F2103.132.098.4317	Grade 6 Math – Practices & Process Series
Colleen Caprio	1 day	\$470.61 F2103.132.098.4317	Grade 6 Math – Practices & Process Series
Peter Carlo	1 day	\$246.79 F2103.132.098.2117	Grade 6 Math – Practices & Process Series
Carrie Cino	1 day	\$492.17 F2103.132.098.4317	Grade 6 Math – Practices & Process Series
Mary Jo Edwards	1 day	\$447.09 F2103.132.098.2117	Grade 6 Math – Practices & Process Series
Linus McDonough	1 day	\$447.09 F2103.132.098.4317	Grade 6 Math – Practices & Process Series
Scott Misterkiewicz	1 day	\$325.76 F2103.132.098.4317	Grade 6 Math – Practices & Process Series
Sara Strangio	1 day	\$344.87 F2103.132.098.4317	Grade 6 Math – Practices & Process Series

1.	<u>SCHEDULE B/TRC</u> <u>ONLINE COURSE: ELL, COLLABORATION AND THE DEMOGRAPHICS OF THE STUDENTS OF THE NFCSD – NTE 9 HOURS @ \$50.00 HOUR – F2070.131.007.8117</u>			
	Bryan Rotella			
2.	<u>PRIMARY REPORT CARD HANDBOOK COMMITTEE – NTE 15 HOURS EACH</u>			
	Carrie Cino Marie Ponzi	Maria D'Antonoli Nancy Porto	Maria Ehde Melissa Ranieri	Lynn Pasek Michele Walker
3.	<u>PARTNERSHIP WITH NCCC CULINARY INSTITUTE; RECRUITMENT – NTE 20 HOURS – A2280.140.007</u>			
	Marc Daul			
4.	<u>GRADES K-6 EXTENDED LEARNING TIME PROGRAM – CATARACT – NTE 18 HOURS EACH</u>			
	Claudia Alex Thomas Marcantonio	Lauren Falsetti Barbara Martin	Debrah Johnson Lisatta Reid	Shelly Laper
5.	<u>NIAGARA UNIVERSITY BIG EAGLE/LITTLE EAGLE – NTE 20 HOURS EACH</u>			
	Bruce Brundidge	Andrea Fortin-Nossavage		
6.	<u>EUREKA MATH/GREAT MINDS TRAINING THROUGH 12/23/16 – NTE 4 HOURS @ \$50.00/HOUR – F2070.131.007.8117</u>			
	Carrie Cino			
7.	<u>SOURCES OF STRENGTH – UNIVERSITY OF ROCHESTER – NFHS – NTE 20 HOURS EACH</u>			
	Leah Baldassarre Nicole Cafarella Michael Esposito Ebony Rose	Christine Barstys Miquel Carey Andrea Fortin-Nossavage Joann Tenebra	Bernadette Boland Brian Dowsey Terese Loiavano Kelly Volpe	Goldie Burton Judith Deull Tammy Novak
8.	<u>AFTER SCHOOL PHYSICAL EDUCATION – NFHS – NTE 50 HOURS</u>			
	Brian Carey			
9.	<u>ADDITION: PARENT INVOLVEMENT – ABATE – NTE 3 HOURS</u>			
	Kristen Martell			
10.	<u>EXTENDED LEARNING TIME PROGRAM – LPS – NTE 220 HOURS FOR THE GROUP</u>			
	Maria Fiore Amanda Zona	Carleen Krysa	Jolene Lambert	Jocelyn Touma

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI.	<u>SCHEDULE B/TRC (Continued)</u>			
11.	<u>EXTENDED LEARNING TIME PROGRAM – ABATE – NTE 225 HOURS FOR THE GROUP</u>			
	Janelle Brydges Anthony Nastasi Bridget Wagner	Elizabeth Colangelo Margaret Robideau	Susan Dineen Tracy St. Onge	Catherine Dunstan Jacqueline Vogt
12.	<u>EXTENDED LEARNING TIME PROGRAM – GPS – NTE 220 HOURS FOR THE GROUP</u>			
	Francis Coney Christine Lodovico Carrie Roeser	Schurron Cowart Joseph Lozina Christine Schove	Sara Englander Michelle Melohusky Kathleen Urban	Derek Frommert Kristen Mihalko-Hyland David Zona
13.	<u>DATA TEAM REVIEW – NIAGARA STREET SCHOOL – OCTOBER 2016 – MAY 2017 – NTE 7 HOURS EACH – A2101.140.061</u>			
	Melissa Ranieri	Tammy Zaker		
14.	<u>EXTENDED DAY PROGRAM – SIG-A GRANT – NFHS – NTE 50 HOURS – F2103.140.098.0317</u>			
	Alexandria Porter			
15.	<u>ADDITION: CROSS CURRICULAR PLANNING – LPS – NTE 3 HOURS</u>			
	Eda Buzzelli			
16.	<u>HOW TO LEARN MATH FOR TEACHERS / STANFORD ONLINE XEDUC115N – INSTRUCTIONAL COACHES - NTE 16 HOURS EACH – F2103.140.098.4317</u>			
	Janine Bellonte	Colleen Caprio	Carrie Cino	
17.	<u>HOW TO LEARN MATH FOR TEACHERS / STANFORD ONLINE XEDUC115N – NTE 16 HOURS EACH – F2103.131.007.2117</u>			
	Caterina Antonacci Maria Ehde Domenica Kutis Lynn Pasek Lisa Valvo	Stefany Critelli Tracy Gibb Tina Ligammare Sandra Peters Sophia Williams	Maria D'Antonoli Joanne Joyce-Touchette Stanley Mack Angela Ruffolo Tammy Zaker	Chiara Durkin Anthony Kutis Sara Morreale Nancy Sarkees
18.	<u>CO-TEACHING PLANNING MEETINGS – GJ MANN – NTE 462 HOURS FOR THE GROUP – F2103.140.098.0117</u>			
	Joanna Antonacci	Tammy Capatosto	Jennifer Catellani	Laura Collier

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI.	<u>SCHEDULE B/TRC (Continued)</u>			
18.	<u>CO-TEACHING PLANNING MEETINGS – GJ MANN – NTE 462 HOURS FOR THE GROUP – F2103.140.098.0117 (Continued)</u>			
	Nicola Condino	MaryAngela Harris	Janis Leo	Scott Misterkiewicz
	Michelle Pirolli	Marissa Rogers	Linda Silvestri	Caren Stevens
	Rhonda Vekich	Joanne Washcalus		
19.	<u>SPECIAL EDUCATION CO-TEACHING/PROGRAMMING – SIG-A GRANT – NFHS – NTE 6 HOURS EACH – F2103.140.098.0317</u>			
	Fredia Hart-Cowart	Maria Mauro		
20.	<u>FOUNDATIONS READING MASTERY AND CORRECTIVE READING TRAININGS – NTE 3 HOURS EACH – F2103.140.098.0116</u>			
	Stephanie Polka	Jordin Puzan	Tray St. Onge	
21.	<u>TRANSLATOR / INTERPRETER FOR ENL PROGRAM – GJ MANN – NTE 24 HOURS</u>			
	Maria Ganczewski			
22.	<u>PARENT WORKSHOPS – NIAGARA STREET – OCTOBER 24, 2016 – MAY 4, 2017 – NTE 10 HOURS EACH – F2103.140.061.0117</u>			
	Mary DePalma	Rick Forgione	Amanda Vail	
23.	<u>PROMISE GRANT COORDINATOR – NTE 125 HOURS – OCTOBER 1, 2016 – AUGUST 31, 2017 – F2103.140.007.5717</u>			
	Michael Lewis			
24.	<u>WINTER 2016-17 ATHLETIC PLACEMENT PROCESS TESTING – NTE 8 HOURS EACH – A2855.141.098</u>			
	Martha Amoretti	Robert Augustino		
25.	<u>EXTENDED DAY LEARNING TIME PROGRAM – GJ MANN – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0117</u>			
	Joanna Antonacci	Deborah Blanchard	Lisa Bolea	Johanna Bolender
	Lisa Carruthers	Jennifer Castellani	Laura Collier	Maria Ganczewski
	Mary Harris	Laura Kashishian	Patricia Krolewski	Michael Kurilovitch
	Christine Marrone	Michelle Pirolli	Linda Silvestri	Caren Stevens
	Briana Bolea (Sub Only)	Karen White (Sub Only)		
26.	<u>PSAT PROCTORS – NFHS – SATURDAY, OCTOBER 15, 2016 – NTE 3.75 HOURS</u>			
	Catherine Burke	Goldie Burton	Brian Dowsey	Shereta Flournoy
	Fredia Hart-Cowart	Ondarryle Morgan	Lori Moskaluk	Erik Olander
	Laura Skalski			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. SCHEDULE B/TRC (Continued)

27. ELA & MATH EXTENDED LEARNING TIME PROGRAM – NIAGARA STREET – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0317

Ashley Andreana	Teresa Chandler	Stefany Critelli	Nicole Dobbs-Ofokanski
Jennifer Everts	Jessica Fortunate	Jessica Fronczak	Dianne Jasek
Lenny Leblanc (Back Up)	Sandy Peters	Nancy Sarkees	Kassie Sillett
Lisa Thompson	Daniel Weiss		

28. EXTENDED LEARNING TIME PROGRAM – HYDE PARK – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0317

Caterina Antonacci	Carrie Cino	Marissa D'Addario	Richard Evans
David Glahe	Gail Guthrie	Melissa Huffman	Carol Kajfasz
Sophia Williams			

29. ENL AFTER-SCHOOL PROGRAM – GJ MANN – NTE 14 HOURS EACH

Claudia Alex	Joanna Antonacci	Edward Carlo	Lisa Carruthers
Laura Collier	Nicola Condino	Patricia Krolewski	Anne Petrozzi-Burgess
Michelle Pirolli	Marissa Rogers	Linda Silvestri	Meredith Wustrack

VII. RECISION OF SCHEDULE C

WINTER COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
Israel Martinez	Assistant Indoor Track	\$3776 Step 3

VIII. SCHEDULE C

A. WINTER COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
John Eagan	Assistant Modified Wrestling	\$3514 Step 1
Frank Rotundo	Assistant Indoor Track	\$3514 Step 1
Joseph Tiberi	Varsity Girls Basketball	\$4980 Step 1
John Weatherston	Assistant Girls Basketball	\$3514 Step 1

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. SCHEDULE C (Continued)

B. WINTER SUPPORT STAFF APPOINTMENTS – NTE 30 EVENTS EACH – \$51.20/DAY – 2016 – 2017 SCHOOL YEAR – A2855.141.098

Teresa Barosky	Bruce Brundidge	Martin Campbell	Bryan Devantier
Kasey Dixon	Vicky Drylewski	Richard Dunning	Louise Dunning
Mark Edwards	Thomas Filosofos	Michael Hamilton	James Hutchinson
Betty Ivancic	James Judge	Edward Kladke	Michael Kurilovitch
Teresa Kurilovitch	Carol Lucas	Gloria Mayes	William Mayes
Kelly Maynard	Erik Olander	Tina Panepinto	Joseph Rizzo
Frank Rotundo	Laura Skalski	Mark Teoli	Kelly Volpe
John Weatherston	Daniel Weiss	David Zona	

IX. APPOINTMENTS SCHEDULES D, E, F, G

1. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – 2016 – 2017

LPS DANCE – CHAPERONES – OCTOBER 20, 2016 – \$40.33/DAY – A2850.142.050

John Briglio	Maria Fiore	James Hutchinson	Jolene Lambert
Cassandra Lutey	Michael Mansour	Bryan Rotella	Dawn Secic
Frank Strangio	Andrew Touma		

X. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 - 2017

1. ABATE SCHOOL – A2850.142.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Peter Carlo	1.0	Engineering Club	\$552
Peter Carlo	1.0	Technology Club	\$552
Elizabeth Colangelo	0.5	Poetry Club	\$276
Andrew Fisher	0.5	Vocal Club	\$276
Kristin Lodick	1.0	School Treasurer	\$1358

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 - 2017

1. ABATE SCHOOL – A2850.142.056 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kristen Martell	0.5	Drama Club	\$276
Donald McCoy	1.0	Garden Club	\$552
Donna Nadrowski	0.5	Vocal Club	\$276
Mary Kay Reygers	0.5	Dram Club	\$276
Margaret Robideau	0.5	Poetry Club	\$276
James Stypa	1.0	Swim Club	\$552

2. CATARACT – A2850.142.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christina Custode	1.0	311 Session Club	\$552
Mary Kurek	1.0	Safety Patrol	\$1358
Diane Pati	0.5	Engineer's Club	\$276
Lisatta Reid	0.5	Engineers Club	\$276
Kenneth White	1.0	Swim Club	\$552

3. HYDE PARK – A2850.142.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Augustino	1.0	Physical Fitness/Conditioning Club	\$552
Tiffany Bradberry	1.0	Walking Club	\$552
John Caldwell	1.0	Youth Leader's Club	\$552
Melissa Huffman	0.5	Dance/Cheer Club	\$276
Loretta Hylton	1.0	Healthy Foods Cooking Club	\$552

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)

3. HYDE PARK – A2850.142.058 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Anthony Kutis	1.0	STEM Club	\$552
Susanna Mills	0.5	School Spirit Club	\$276
Beckie Richards	0.5	School Spirit Club	\$276
Nicholas Ruffolo	1.0	Safety Patrol	\$1358
Paula Spacone	1.0	School Treasurer	\$1358
Nicollette Walaszek-Kempa	0.5	Dance/Cheer Club	\$276

4. KALFAS MAGNET SCHOOL – A2850.142.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda Olsen	0.5	AV Club	\$276
Linda Olsen	1.0	STEM Club	\$552
Linda Olsen	1.0	Student Ambassador Club	\$552
Rebecca Tantillo	0.50	AV Club	\$276

5. GJ MANN – A2850.142.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	1.0	Swim Club	\$552
Johanna Bolender	0.33	Engineer's Club	\$184
Tammy Capatosto	0.5	Character Ed	\$276
Edward Carlo	1.0	Safety Patrol	\$1358
Marissa Chapman	1.0	Cheerleading	\$552
Patricia Krolewski	1.0	Walking Club/Library Club	\$552
Michael Kurilovitch	0.5	Student Council	\$404

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. <u>APPOINTMENTS SCHEDULES D, E, F, G (Continued)</u>			
<u>SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)</u>			
<u>5. GJ MANN – A2850.142.067 (Continued)</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Cheryl LaBelle	1.0	Morning Program	\$552
Cheryl LaBelle	1.0	Yearbook/Webpage	\$552
Linus McDonough	0.33	Engineer's Club	\$184
Caren Stevens	0.33	Engineer's Club	\$184
Joanne Washcalus	0.5	Student Council	\$404
Thomas Zafuto	0.5	Character Ed	\$276
Thomas Zafuto	1.0	Basketball	\$552
<u>6. MAPLE – A2850.142.060</u>			
<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda Blake	0.5	Girls Club	\$276
Lisa Granieri	0.5	Game Club	\$276
Romel Griggs	0.5	Running Club	\$276
Marquette Hunter	0.5	Safety Patrol	\$679
Michael Johnson	1.0	STEAM Club (Part of Farm to School Initiative)	\$552
MaryAnn Kramer	0.5	Science Club	\$276
MaryAnn Kramer	1.0	School Treasurer	\$1358
Trish Lasota	0.5	Yearbook	\$276
Mary Ellen McKean	0.5	Community Cheer Club	\$276

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017

6. MAPLE – A2850.142.060 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Colleen Ponticello	0.5	Community Cheer Club	\$276
Maria Roscetti	0.5	Girls Club	\$276
Thomas Sauvageau	1.0	Engineering Club	\$552
Thomas Sauvageau	0.5	Cribbage Club	\$276

7. NIAGARA STREET SCHOOL – A2850.142.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Stefany Critelli	1.0	After School Program/Scheduling	\$552
James Donoughe	1.0	Broadcast/Media Club	\$552
Joseph Jacob	0.5	Running/Swimming Club	\$276
Candace Jones	1.0	School Treasurer	\$1358
Lenny LeBlanc	1.0	Garden Club	\$552
Lenny LeBlanc	0.5	Basketball Club	\$276
Amanda Vail	1.0	Student Council	\$552
Daniel Weiss	1.0	Engineering Club	\$552

8. 79TH STREET – A2850.142.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kathy Costanzo	1.0	Bell Choir Club	\$552
Kathy Costanzo	1.0	Music Club	\$552
Robert Costanzo	1.0	Baseball/Softball Club	\$552
Lyndie Granto	0.5	Girls on the Run	\$276

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>APPOINTMENTS SCHEDULES D, E, F, G (Continued)</u>			
	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)</u>			
	<u>8. 79TH STREET – A2850.142.065 (Continued)</u>			
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Kathleen LaRock	0.5	Girls on the Run	\$276
	Jerri Presutti	1.0	STEM Club	\$552
	<u>9. GASKILL PREPARATORY – A2850.142.049</u>			
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Katie Churakos	1.0	Cooking Club	\$552
	Katie Churakos	0.5	8 th Grade Celebration	\$276
	Richard Clark	1.0	TV Studio	\$552
	Cheree Copelin	0.5	4-H Club	\$276
	Sarah Englander	0.5	Young Author's Club	\$276
	Melissa Franke	0.5	Yearbook	\$944.00
	Derek Frommert	1.0	8th Grade Trip	\$552
	Kris Green	0.5	Debate Club	\$276
	Kris Green	0.25	Youth & Government Club	\$138
	Selena Haney	0.5	8 th Grade Celebration	\$276
	Selena Haney	0.5	Cheerleading	\$276
	Louis Jacklin	0.5	Robotics Club	\$276
	Kaitlyn Jensen	0.5	Book Club	\$276
	Marcus Latham	0.5	Float Club	\$276
	Marcus Latham	0.5	Anime Club	\$276

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 Continued)
9. GASKILL PREPARATORY – A2850.142.049 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Marcus Latham	0.25	Youth & Government Club	\$138
Christine Lodovico	1.0	Honor Society	\$808
Angelica Martin	0.5	Knitting Club	\$276
Jessica McKinney	0.25	Meditation Club	\$138
Kristen Mihalko-Hyland	0.25	Meditation Club	\$138
Kristen Mihalko-Hyland	0.5	Operation Beautiful	\$276
Carrie Roeser	1.0	School Treasurer	\$1358
Cory Savard	0.5	Eagle Club	\$276
Justin Speidel	0.5	Eagle Club	\$276
Justin Speidel	0.5	Yearbook	\$944
Justin Speidel	0.25	Fitness Club	\$138
Kathleen Urban	0.5	Reader's Theatre	\$276
John Weatherston	0.5	Volleyball Club	\$276
Rebecca Yots	0.5	Science Club	\$276
Steve Zafuto	0.25	Fitness Club	\$138

10. LASALLE PREPARATORY – A2850.142.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Briglio	1.0	School Treasurer	\$1358
Cassandra Lutey	0.5	Yearbook	\$944

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>APPOINTMENTS SCHEDULES D, E, F, G (Continued)</u>			
	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)</u>			
	<u>10. LASALLE PREPARATORY – A2850.142.050 (Continued)</u>			
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Angela Frommert	1.0	Jazz Band	\$552
	Megan Glasser	0.5	Yearbook	\$944
	Jolene Lambert	1.0	Honor Society	\$808
	Nadezda Mease	1.0	Future City	\$552
	<u>11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045</u>			
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
	Leah Baldassarre	1.0	Junior Class Advisor	\$1388
	Annette Baumgarten	1.0	Arts/Culture Club	\$552
	Nicole Cafarella	0.5	Gay/Straight Alliance	\$276
	Martin Campbell	1.0	Yearbook	\$1888
	Brian Carey	1.0	Honor Society	\$808
	Miquel Carey	1.0	Honor Society	\$808
	Amy Chiarella	1.0	Senior Class Advisor	\$1888
	Amy Chiarella	1.0	Yearbook	\$1888
	Amy Chiarella	0.5	Freshmen Advisor	\$404
	Bhawna Chowdhary	1.0	Environmental Club	\$552
	Guilio Colangelo	1.0	Business Honor Society Club	\$552
	Guilio Colangelo	1.0	Lacrosse Club	\$552
	Cori Cuddahee	0.5	Gay/Straight Alliance	\$276

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X.	<u>APPOINTMENTS SCHEDULES D, E, F, G (Continued)</u>		
	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)</u>		
	<u>11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045 (Continued)</u>		
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>
	Adrian Ennett	1.0	Chess Club
			<u>REMUNERATION</u>
			\$552
	Michael Esposito	1.0	Increase the Peace
			\$552
	Andrea Fortin-Nossavage	1.0	Local History Club
			\$552
	Terese Loiacano	1.0	Key Club
			\$552
	Dean Melson	1.0	Film Club
			\$552
	Dean Melson	0.5	German Club
			\$276
	Dean Melson	1.0	Scholastic Bowl
			\$552
	Richard Meranto	1.0	Senior Class Advisor
			\$1888
	Katherine Muldoon	0.5	Sophomore Advisor
			\$404
	Adrienne Navaroli	0.5	Sophomore Advisor
			\$404
	Adrienne Navaroli	1.0	UNTYS
			\$552
	Tammy Novak	1.0	Student Ambassador Club
			\$552
	Veronica Schucker	1.0	Ukulele Club
			\$552
	Richard Slaiman	1.0	Student Council
			\$808
	Richard Slaiman	1.0	Safe Prom
			\$552
	MaryAnn Taibi	1.0	Book Club
			\$552
	Robert Touchette	1.0	School Treasurer
			\$1888
	Robert Touchette	1.0	Ski Club
			\$552
	Edward Ventry III	1.0	Activities Coordinator
			\$1888

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 (Continued)

11. NIAGARA FALLS HIGH SCHOOL – A2850.142.045 (Continued)

Catherine Vilardo	1.0	Junior Class Advisor	\$1388
Catherine Vilardo	0.5	Freshmen Advisor	\$404
Jill Wagner	1.0	Garden Club	\$552
Kenneth Wagner	0.5	German Club	\$276

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 - 2017

1. ABATE SCHOOL – A2103.146.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Joanne Balsano	0.5	PM Duty	\$1147.50
Schamille Beaman	0.5	PM Duty	\$1147.50
James Colquitt	1.0	AM/PM Duty	\$2295
Samuel Fruscione	1.0	Lunch Duty	\$2959
Samuel Fruscione	1.0	AM/PM Duty	\$2295
Katharine Guthrie	1.0	Lunch Duty	\$2959
Amanda LaChance	1.0	Lunch Duty	\$2959
Amanda LaChance	0.5	PM Duty	\$1147.50
Donald McCoy	0.5	PM Duty	\$1147.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)
SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)
 1. ABATE SCHOOL – A2103.146.056 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christopher Murgia	0.5	AM Duty	\$1147.50
Anthony Nastasi	1.0	Lunch Duty	\$2959
Frank Rotundo	0.5	PM Duty	\$1147.50

2. CATARACT SCHOOL – A2103.146.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
April Downey	0.5	AM Duty	\$1147.50
Noelle Gaetano-Kasprzak	1.0	Lunch Duty	\$2959
Noelle Gaetano-Kasprzak	0.5	PM Duty	\$1147.50
Mary Hall	0.5	AM Duty	\$1147.50
Debrah Johnson	0.5	PM Duty	\$1147.50
Mary Kurek	1.0	Lunch Duty	\$2959
Mary Kurek	0.5	AM/PM Duty	\$1147.50
Thomas Marcantonio	1.0	AM/PM Duty	\$2295
Kathleen Polka	0.5	AM Duty	\$1147.50
Kenneth White	1.0	Lunch Duty	\$2959
Kenneth White	0.5	AM Duty	\$1147.50

2. HYDE PARK – A2103.146.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Augustino	1.0	AM Duty	\$2295
Robert Augustino	1.0	Lunch Duty	\$2959
Tiffany Bradberry	0.75	AM/PM Duty	\$1721.25

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

3. HYDE PARK – A2103.146.058 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
John Caldwell	1.0	Lunch Duty	\$2959
John Caldwell	1.0	AM Duty	\$2295
Loretta Hylton	0.75	AM Duty	\$1721.25
Anthony Kutis	1.0	Lunch Duty	\$2959
Nicholas Ruffolo	1.0	Lunch Duty	\$2959
Nicholas Ruffolo	1.0	AM Duty	\$2295

3. KALFAS MAGNET SCHOOL – A2103.146.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Danielle Dionne	0.5	AM/PM Duty	1147.50
Thomas Fisher	0.5	AM/PM Duty	\$1147.50
Stanley Mack	1.0	Lunch Duty	\$2959

4. KALFAS MAGNET SCHOOL – A2103.146.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lynn Pasek	0.5	AM/PM Duty	\$1147.50
Shannon Savage	1.0	Lunch Duty	\$2959
Dean Tamborello	1.0	Lunch Duty	\$2959
Rebecca Tantillo	1.0	Lunch Duty	\$2959

5. GJ MANN – A2103.146.067

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	0.5	AM Duty (1 st Semester)	\$1147.50
Carlos Bradberry	1.0	Lunch Duty	\$2959
Edward Carlo	0.5	AM Duty (1 st Semester)	\$1147.50
Michael Kurilolivitch	0.5	PM Duty (All Year)	\$1147.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

5. GJ MANN – A2103.146.067 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Michael Kurilovitch	1.0	Lunch Duty	\$2959
Michael Kurilovitch	1.0	School Treasurer	\$1358
Janis Leo	0.5	AM Duty (2 nd Semester)	\$1147.50
David Tirabassi	0.5	AM Duty (2 nd Semester)	\$1147.50
Thomas Zafuto	1.0	Lunch Duty	\$2959

6. MAPLE AVENUE SCHOOL – A2103.146.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Jeanine Catanzaro	0.6	Lunch Duty	\$1775
Sandra Dingwall	0.5	Am Duty	\$1147.50
Lisa Granieri	0.5	AM Duty	\$1147.50
Romel Griggs	1.0	Lunch Duty	\$2959
Angela Manella	0.5	AM/PM Duty	\$1147.50
Jaime Pero	1.0	Lunch Duty	\$2959
Colleen Ponticello	0.5	PM Duty	\$1147.50
Holly Rodgers-Parker	0.4	Lunch Duty	\$1184

7. NIAGARA STREET SCHOOL – A2103.146.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Ashley Biro	0.5	AM Duty	\$1147.50
Michael Corsaro	1.0	Lunch Duty	\$2959
Michael Corsaro	1.0	AM/PM Duty	\$2295
Michele DiGregorio	0.5	PM Duty	\$1147.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

7. NIAGARA STREET SCHOOL – A2103.146.061 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Rick Forgione	1.0	Lunch Duty	\$2959
Rick Forgione	0.5	AM Duty	\$1147.50
MaryJo Hurtt	1.0	Lunch Duty	\$2959
MaryJo Hurtt	1.0	AM Duty	\$2295
Christopher Murgia	1.0	Lunch Duty	\$2959
Christopher Murgia	0.5	PM Duty	\$1147.50
Amanda Vail	1.0	AM/PM Duty	\$2295

8. 79TH STREET SCHOOL – A2103.146.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Costanzo	1.0	AM/PM Duty	\$2295
Karen Grana	1.0	AM/PM Duty	\$2295
Amy Milleville	0.5	AM Duty	\$1147.50
David St. Onge	0.5	AM Duty	\$1147.50

9. GASKILL PREPARTORY SCHOOL – A2103.146.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Francis Coney	0.66	AM Duty (20 Minutes)	\$1530
Francis Coney	1.0	Lunch Duty	\$2959
Bryan Dean	1.0	Lunch Duty	\$2959
Kristian Green	1.0	Lunch Duty	\$2959
Kenneth Jones	1.0	Lunch Duty	\$2959
Joseph Lozina	0.66	AM Duty (20 Minutes)	\$1530
Kathleen Urban	1.0	Lunch Duty	\$2959

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

9. GASKILL PREPARTORY SCHOOL – A2103.146.049 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Richard Venator	0.66	AM Duty (20 Minutes)	\$1530
Stephen Zafuto	1.0	Lunch Duty	\$2959

10. LASALLE PREPARTORY SCHOOL – A2103.146.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Adams-Dobrasz	1.0	Lunch Duty	\$2959
John Briglio	1.0	Lunch Duty	\$2959
John Briglio	1.0	Morning/Dismissal	\$2295
Megan Glassser	0.5	Morning Duty	\$1147.50
James Hutchinson	1.0	Lunch Duty	\$2959
James Hutchinson	0.25	Morning/Dismissal	\$573.50
Carleen Krysa	0.5	Dismissal	\$1147.50
Timothy Johnson	1.0	Lunch Duty	\$2959
Michael Mansour	1.0	Morning/Dismissal	\$2295
Dawn Secic	1.0	Morning/Dismissal	\$2295
Frank Strangio	1.0	Lunch Duty	\$2959
Andrew Touma	1.0	Lunch Duty	\$2959
Andrew Touma	1.0	Morning/Dismissal	\$2295

11. COMMUNITY EDUCATION CENTER – A2103.146.052

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brandie Brown	1.0	Lunch Duty	\$2959
Elizabeth Carroll	1.0	Lunch Duty	\$2959
Peter Heuer	1.0	AM/PM Duty	\$2295

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

11. COMMUNITY EDUCATION CENTER – A2103.146.052 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Kristina Johnson	1.0	Lunch Duty	\$2959
Alexandria Porter	1.0	Lunch Duty	\$2959

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 - 2017

12. NIAGARA FALLS HIGH SCHOOL – A2103.146.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Martha Amoretti	1.0	Lunch Duty	\$2959
Dennis Balogh	1.0	Lunch Duty	\$2959
Dennis Balogh	1.0	PM Duty Regular	\$1147.50
Donald Bass	1.0	Lunch Duty	\$2959
Donald Bass	1.0	PM Duty Regular	1147.50
Mia Bianco	1.0	Lunch Duty	\$2959
Robert Braham	1.0	Regular Arrival	\$1147.50
Martin Campbell	1.0	Lunch Duty	\$2959
Brian Carey	1.0	Lunch Duty	\$2959
Brian Carey	1.5	Breakfast Duty	\$3422
Marc Catanzaro	1.0	Lunch Duty	\$2959
Marc Catanzaro	1.0	Regular Arrival	\$1147.50
Edward Ceccato	1.0	Regular Arrival	\$1147.50
Salvatore Constantino	1.0	Lunch Duty	\$2959
Marc Daul	1.0	Lunch Duty	\$2959

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE E – LUNCH AND AM/PM DUTY – 2016 – 2017 (Continued)

12. NIAGARA FALLS HIGH SCHOOL – A2103.146.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brian Dowsey	1.0	PM Duty Early	\$1147.50
Kyra Ebert	1.0	Regular Arrival	\$1147.50
Randy Gall	1.0	Lunch Duty	\$2959
Randy Gall	1.0	PM Duty Early	\$1147.50
Stephen Kutis	1.0	Lunch Duty	\$2959
Mattew Leo	1.0	Lunch Duty	\$2959
Dean Melson	1.0	PM Duty Regular	\$1147.50
Kevin Michael	1.0	Early Arrival	\$1147.50
Ondarryle Morgan	1.0	Lunch Duty	\$2959
Karyn Morrison	1.0	Main Office (20 minutes)	\$1530
Adrienne Navaroli	1.0	Lunch Duty	\$2959
Brian O'Donnell	1.0	PM Duty Early	\$1147.50
Erik Olander	1.0	Lunch Duty	\$2959
John Pero	1.0	Lunch Duty	\$2959
Jonathan Robins	1.0	Lunch Duty	\$2959
Rachel Rotella	1.0	PM Duty Regular	\$1147.50
Richard Slaiman	1.0	Lunch Duty	\$2959
Edward Ventry III	1.0	Lunch Duty	\$2959

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS - 2016 - 2017

1. ABATE SCHOOL – A2103.144.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Mary Ann Foegen	1.0	Special Education	\$3551
Donald McCoy	1.0	Elementary	\$3551

2. CATARACT SCHOOL – A2103.144.057

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Malpica	1.0	Regular Education	\$3551
Patricia Rafferty	1.0	Special Education	\$3551

3. HYDE PARK SCHOOL – A2103.144.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
David Glahe	1.0	Pre-K – 6	\$3551
Virginia Sukmanowski	1.0	Special Education	\$3551

4. KALFAS MAGNET SCHOOL – A2103.144.059

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Amy Beckett	1.0	Special Education	\$3551

5. GJ MANN SCHOOL – A2103.144.067 / F2103.151.098.2917 for ENL DEPARTMENT CHAIR

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Bolea	0.5	Primary	\$1775
Edward Carlo	0.5	Intermediate	\$1775
Laura Kashishian	0.5	Special Education	\$1775
Linda Silvestri	1.0	English New Language	\$3551

6. MAPLE AVENUE SCHOOL – A2103.144.060

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Terri Gregg	0.5	Regular Education	\$1776
Jessica Tower	0.5	Special Education	\$1776

7. NIAGARA STREET SCHOOL – A2103.144.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Mary DePalma	1.0	Elementary	\$3551
Tracy Gibb	0.5	Special Education	\$1775.50

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2016 – 2017 (Continued)

8. 79th STREET SCHOOL – A2103.144.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Robert Aulet	0.5	Instructional	\$1775.50
Sheila Chille	0.5	Instructional	\$1775.50
Bryan Rotella	0.5	Special Education	\$1775.50

9. GASKILL PREPARATORY SCHOOL – A2103.144.049

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Bonnie Kane	0.5	Special Education	\$1775.50
Diane Tunnicliff	0.5	Special Education	\$1775.50

10. LASALLE PREPARATORY SCHOOL – A2103.144.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Ashley Chambers	1.0	Special Education	\$3551

11. NIAGARA FALLS HIGH SCHOOL – A2103.144.045 – DEPARTMENT CHAIRS

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Martha Amoretti	0.5	Physical Education	\$1775.50
Adam Bianco	1.0	Guidance	\$3551
Amy Chiarella	1.0	English	\$3551
Giulio Colangelo	0.5	Business	\$1775.50
Julia Conti	1.0	Social Studies	\$3551
James Jeckovich	1.0	Mathematics	\$3551
Veronica Murray	0.5	Art/Music	\$1775.50
Adrienne Navaroli	0.5	Foreign Language	\$1775.50
Richard Slaiman	1.0	Special Education	\$3551

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued)

SCHEDULE F – DEPARTMENT CHAIRPERSONS – 2016 – 2017 (Continued)

11. NIAGARA FALLS HIGH SCHOOL – A2103.144.045 – DEPARTMENT CHAIRS (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Karen Syruws	1.0	Science	\$3551

12. NIAGARA FALLS HIGH SCHOOL – A2103.144.045 – TEAM CAPTAINS

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Christine Barstys	0.5	Team F	\$700
Cathleen Chilbergh	0.5	Team H	\$700
Cori Cuddahee	1.0	Team G	\$1400
Bryan Devantier	0.5	Team F	\$700
Erik Olander	1.0	Team I	\$1400
Colleen Pascuzzi	1.0	Team J	\$1400
Michael Vilardo	0.5	Team H	\$700

SCHEDULE G – PERFORMING AND FINE ARTS – 2016 - 2017

1. NIAGARA FALLS HIGH SCHOOL – A2103.148.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Brian Chmaj	1.0	Marching Band Director	\$4586
Brian Chmaj	1.0	Orchestra Director	\$1718
Tonya Cowling	1.0	Choreographer	\$1139
Richard Meranto	1.0	Technical Director	\$1139
Megan Millar	1.0	Assistant Director	\$3440
Katherine Muldoon	1.0	Drama Director	\$4586
Veronica Murray	1.0	Stage Director – 1 st Show	\$1139
Veronica Murray	1.0	Stage Director – 2 nd Show	\$1139
Alan Stockings	1.0	Assistant Director	\$3440

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

X. APPOINTMENTS SCHEDULES D, E, F, G (Continued) SCHEDULE G – PERFORMING AND FINE ARTS – 2016 – 2017 (Continued)

1. NIAGARA FALLS HIGH SCHOOL – A2103.148.045 (Continued)

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Thomas Vitello	1.0	Choral Director	\$1718

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Mr. Barstys

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Bishop Dobbs moved for approval of the following Personnel Report for Classified Staff, Items I through XIII.
Mr. Barstys seconded the motion.

I.	<u>CREATIONS</u> <u>NUMBER</u> 2	<u>POSITION/LOCATION</u> General Laborer Specialist Maintenance	<u>SALARY/ACCT. CODE</u> \$50,957 Step 4 w/Longevity A1625.162.016	<u>EFFECTIVE DATE</u> October 21, 2016
II.	<u>RESIGNATIONS</u> <u>NAME</u> Mary Heeney	<u>POSITION/LOCATION</u> Food Service Helper 3 Hours GJ Mann	<u>YEARS OF SERVICE</u> 1 month	<u>EFFECTIVE DATE</u> September 30, 2016
	Jean Robbins	Technology Associate, Info. Services	2 years 1 month	October 14, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III. PROMOTIONAL APPOINTMENTS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
Patrick Jessie <u>R</u>	General Laborer, Maintenance \$48,236 Step 4 w/Longevity A1625.162.016	General Laborer Specialist, Maint. \$50,957 Step 2 w/Longevity A1625.162.016	October 24, 2016 (probationary period ends January 23, 2017)
Roderick Page <u>R</u>	General Laborer, Maintenance \$48,236 Step 4 w/Longevity A1625.162.016	General Laborer Specialist, Maint. \$50,957 Step 2 w/Longevity A1625.162.016	October 24, 2016 (probationary period ends January 23, 2017)
Philip Ricotta <u>R</u>	General Repairer, Maint. \$56,806 Step 4 w/Longevity A1626.162.016	Senior General Repairer, Maint. \$60,126 Step 4 w/Longevity A1626.162.016	October 24, 2016 (probationary period ends January 23, 2017)

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Bruce Allera <u>R</u>	General Repairer Maintenance	\$47,558 Step 1 A1626.162.016	October 24, 2016 (pending pre-employment requirements & Class C Firing License) (probationary period end date TBD)
Jillian Baron <u>M</u>	Food Service Helper 3 Hours Hyde Park	\$13.81/hr. Step 1 C2080167.058	October 24, 2016 (probationary period ends April 23, 2017)
Charlene Murphy <u>R</u>	School Nurse Abate	\$39,713 Step 1 A2815.167.056	October 24, 2016 (pending pre- employment requirements) (probationary period end date TBD)
Lisa Leo <u>R</u>	Food Service Helper 3 Hours GJ Mann	\$13.81/hr. Step 1 C2080.167.067	September 20, 2016 (probationary period ends March 19, 2017)
Tina Ryan <u>R</u>	Special Ed. Associate 5.5 Hours Abate	\$13.95/hr. Step 2 A2252.173.056	October 24, 2016 (probationary period ends February 23, 2017)
Taylor Wilson <u>R</u>	Food Service Helper 3 Hours Niagara Street	\$13.81/hr. Step 1 C2080.167.061	September 20, 2016 (probationary period ends March 19, 2017)

V. END OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Nadine Baugh	Classroom Assoc. Pre-K 5.5 Hrs. Niagara Street (Elizabeth York)	\$13.95/hr. Step 2 F2510.177.061.3117	October 21, 2016
Donna Sullivan	School Monitor Lunch 3 Hours Kalfas (Nadine Baugh)	\$11.99/hr. Step 2 C2080.176.059	October 21, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kelly Bancroft-Billings	Secretary I CSE Office (Judy Harris)	\$35,153 Step 1 A2250.164.007	October 17, 2016 – (until employee returns – NTE June 30, 2017)
Kathleen Lowman	Food Service Helper 3 Hours Cataract	\$13.81/hr. Step 1 C2080.167.057	September 20, 2016 – September 23, 2016
Delores Menefield	Building Attendant, Supt's Office (Tina Panepinto)	\$21,064 Step 1 (pro-rated) A1240.164.001	August 1, 2016 – June 30, 2017 (Revised Start Date)
Tyrell McKinnon	Technology Associate 6 Hours Information Services (Shereta Flournoy)	\$13.46/hr. Step 1 A1680.177.098	October 4, 2016 – January 3, 2017
Antonella Paonessa	Food Service Helper 3 Hours Hyde Park	\$13.81/hr. Step 1 C2080.167.058	September 20, 2016 – September 23, 2016
Alec Scalzo	Technology Associate 6 Hours Information Services (Brittany Sebring)	\$13.46/hr. Step 1 A1680.177.098	October 24, 2016 – February 1, 2017 (pending pre-employment requirements)

VII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella	Porter, Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	November 1, 2016 – November 30, 2016
Alesia Jones	Cleaner 7 Hours, Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	November 1, 2016 – November 30, 2016
Shanika Jones	Cleaner 7 Hours, Hyde Park (Tanya Adamson)	\$32,409 Step 2 w/Longevity A1623.167.058	November 1, 2016 – November 30, 2016
Patricia Kozlowski	Porter, Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	November 1, 2016 – November 30, 2016
Maria McKean	Cleaner 7 Hours, District-Wide (Maria Carella)	\$31,109 Step 2 A1623.167.016	November 1, 2016 – November 30, 2016
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	November 1, 2016 – November 30, 2016
Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide)	\$31,109 Step 2 A1623.167.016	November 1, 2016 – November 30, 2016
Vincent Ventry, Sr.	Custodian, Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	November 1, 2016 – November 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII.	<u>CHANGE OF STATUS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Yolanda Carr	Food Service Helper 3 Hours NFHS (probationary)	Food Service Helper 3 Hours NFHS	October 29, 2016
	Joseph Cirillo	Food Service Helper 3 Hours 79 th Street (probationary)	Food Service Helper 3 Hours 79 th Street	October 29, 2016
	Sarah Martelli	Food Service Helper 3 Hours Kalfas (probationary)	Food Service Helper 3 Hours Kalfas	October 29, 2016
	William Quinn	Technology Associate 6 Hours Information Services (Temporary)	Technology Associate 6 Hours Information Services (Provisional)	October 17, 2016
IX.	<u>LEAVE OF ABSENCE</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Chantele Barber	School Monitor Lunch 3 Hours Hyde Park	Medical (without pay)	September 13, 2016 – November 2, 2016
	Kimberly Rubin	School Monitor Lunch 3 Hours Hyde Park	FMLA (without pay)	September 20, 2016
X.	<u>ADDITIONAL HOURS</u>			
	<u>1. BREAKFAST DUTY – MAPLE AVENUE SCHOOL – NTE .50 HOUR PER DAY EACH PERSON – 2016-2017 SCHOOL YEAR -</u>			
	Patricia Legault	Kathy Violanti		
2.	<u>PARENT/TEACHER EVENTS – ABATE – (OCTOBER 2016 – MAY 2017) – NTE 10 HOURS – F2103.177.056.0117</u>			
	Margaret Rowles			
XI.	<u>RETREAT TO PREVIOUS POSITION</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	Leslie Ellis	Secretary I, Maple \$36,203 Step 1 w/Longevity A2020.164.060	School Office Support Clerk, Central Office; \$32,305 Step 4 w/Longevity A1620.164.016	October 19, 2016
XII.	<u>SUSPENSIONS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE DATES</u>
	James Tiede	General Repairer Maintenance	Disciplinary Action (15 days without pay)	October 24, 2016 – November 14, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XIII. APPROVAL OF EXTENSION OF CONTRACT

EXTENSION OF CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 AFSCME, AFL-CIO TEACHER
ASSOCIATES UNIT LOCAL 872 (TAUL) FOR THE 2015-2019 SCHOOL YEARS

NIAGARA FALLS CITY SCHOOL DISTRICT
DISTRICT/ TAUL CONTRACT MOA
September 15, 2016

Duration

Four year agreement covering:

July 1, 2015- June 30, 2016

July 1, 2016- June 30, 2017

July 1, 2017- June 30, 2018

July 1, 2018- June 30, 2019

Article I Associate Training

Effective upon the ratification of this agreement by all parties in the 2016-2017 school year, Article I Associate training shall be amended as follows:

The District shall provide TAUL employees with Three (3) paid District directed professional development days each school year.

These days may coincide with Superintendent's conference days and/or may be utilized by the District in half (1/2) day increments. Such professional development days will be scheduled by the District in accordance with the District calendar and are considered as no work/no pay days in the event an employee is absent.

Article IV Grievance Procedure

Effective upon the ratification of this agreement by all parties in the 2016-2017 school year, Article IV Grievance Procedure shall be amended as follows.

Section 4.10 (e) shall be amended to include the following sentence: Notwithstanding the foregoing, employees who are not recommended for annual reappointment as a result of the annual performance review process shall not be permitted to have non reappointment redressed through this grievance process.

Section 4.20 (c) shall be amended as follows: If the aggrieved employee and/or his/her representative are not satisfied with the decision of the Chief School Officer, and wish to proceed further under this grievance procedure, the employee may submit the grievance to arbitration within fifteen (15) days after receiving the decision at the third stage

The District and TAUL shall refer the matter directly to the Public Employee Relations Board for the appointment of an arbitrator. The parties shall then be bound by the rules and procedures of said Board as to the selection of an arbitrator.

The selected arbitrator shall hear the matter promptly and shall issue his/her decision preferably no later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date when the statements and proofs are finally submitted to him/her. The arbitrator's decision shall be in writing and he/she shall set forth his/her findings of fact, reasoning, and conclusions upon the issues.

The arbitrator shall limit his/her decision strictly to the interpretation and applications of provisions of this Agreement or of the laws, rules, procedures, regulations, administrative orders, or work rules referred to in the above definition of "grievance" and shall be without authority or jurisdiction to modify or amend the same decision contrary thereto or otherwise contrary to law.

The decision of the arbitrator shall be final and binding upon all parties, unless either the aggrieved party or the District institute legal proceedings to further adjudge the case.

The costs and expenses for services for the arbitrator, including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the District and TAUL.

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

Article V Leaves

Effective upon the ratification of this agreement by all parties in the 2016-2017 school year, Article V Leaves shall be amended as follows:

Section 5.10 Holidays - Shall be amended to reflect the addition of an additional paid "holiday" during winter recess and two additional paid "holidays" during spring break. This will effectively increase TAUL unit paid holidays from 12 to 15 inclusive of the current extra paid holiday during winter recess:

Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day after Christmas
Two paid holidays during winter recess (one paid holiday is currently in the 2010-2015
New Year's Day
Dr. Martin Luther King Jr.'s Birthday
President's Day
Good Friday
Two additional paid holiday during Spring recess
Memorial Day

Section 5.20 Bereavement Leave - Shall be amended to include the following language:

Immediate family shall be defined as mother, father, child, brother, sister, spouse, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, direct sister-in-law, direct brother-in-law, step-parent, step-child, aunt, uncle, nephew, niece, or other person living in the household of the Employee,

In recognition of blended family circumstances, employees may request bereavement leave for those members of his/her family which may not be listed here. Such exceptions must be noted on the appropriate leave form, submitted to the Office of Human Resources, and may be approved at the discretion of the Superintendent.

Article VI Compensation

Effective upon the ratification of this agreement by all parties in the 2016-2017 school year, Article VI Compensation and all salary schedules shall be amended as follows:

July 1, 2015	0.0%
July 1, 2016	4.0%
July 1, 2017	1.4%
July 1, 2018	0.0%

IX Insurance and Hospitalization

Effective upon the ratification of this agreement by all parties in the 2016-2017 school year, Article IX shall be amended as follows:

All eligible TAUL unit members electing to enroll in the NY 44 health benefits plan trust will continue to be enrolled in the benefit tier which most accurately reflects their circumstances at the time of enrollment: Single, Family, Employee and Spouse, Employee and Children.

Section 9.10 - Shall be amended to include the following language: TAUL members who are eligible for health insurance benefits and who do not utilize more than 7 personal illness days as defined in Article V section 5.30 from October 1, 2016, through June 30, 2017, will be permitted to reduce their health insurance contribution to 48% in the 2017-2018 plan year.

In the 2017-2018 school year, TAUL members who are eligible for health insurance benefits and who do not utilize more than 7 personal illness days as defined in Article V section 5.30 from September 1, 2017, through June 30, 2018, will be permitted to reduce their health insurance contribution to 46% in the 2018-2019 plan year.

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

FOR THE BOARD OF EDUCATION

Date

FOR TAUL

Date

Date

By signing the parties agree that a tentative agreement has been reached. Final agreement with result following ratification by the membership of the TAUL Union and approval of the Niagara Falls Board of Education

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on September 28, 2016 and October 5, 6, 12, 2016 for the annual review of special education students and on September 7, 13, 14, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 2016 and October 3, 5, 6, 7, 11, 12, 13, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 10/20/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on August 25, September 27, October 6, and 11, 2016 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see “Meetings”, 2016, 10/20/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	David Fusani, Ph.D. 100 The Paddock Williamsville, NY 14221	Workshop Gender Relationships in School	October 17, 20, 2016 6 hrs. = \$600	Karen Waugaman	Maria Massaro 9/8/16 Mark Laurrie 9/8/16
2.	David Fusani, Ph.D. 100 The Paddock Williamsville, NY 14221	Workshop Diversity in the Classroom	November 14, 17, 2016 6 hrs. = \$600	Karen Waugaman	Maria Massaro 9/8/16 Mark Laurrie 9/8/16
3.	Project L.E.E. P.O. Box 392 Buffalo, NY 14205	Workshop Teachers are World Changers	September 21, 2016 3 hrs. = \$450	Karen Waugaman	Maria Massaro 9/27/16 Mark Laurrie 9/27/16
4.	Project L.E.E. P.O. Box 392 Buffalo, NY 14205	Workshop Several Sacred Secrets of Success	October 26, 2016 3 hrs. = \$450	Karen Waugaman	Maria Massaro 9/27/16 Mark Laurrie 9/27/16
5.	Project L.E.E. P.O. Box 392 Buffalo, NY 14205	Workshop Overcoming Stress in the Workplace	November 2, 2016 3 hrs. = \$450	Karen Waugaman	Maria Massaro 9/27/16 Mark Laurrie 9/27/16

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM "MUSIC IS ART" FOR INSTRUMENTS FOR H.F. ABATE SCHOOL

Mr. Bass moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, Music is Art is a not-for-profit, organization founded in 2003 by *Goo Goo Dolls* bassist and Buffalo resident, Robby Takac; and

WHEREAS, The organization is dedicated to exploring and reshaping music's cultural, social, and educational impact on our community - supported by a variety of programs and events; and

WHEREAS, Music is Art collects new & used instruments, has them refurbished and donates them to local students & schools for their music programs. They have donated \$23,345 in instruments to Harry F. Abate Elementary School; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$23,345 in instruments and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Ms. Tracy Shattuck, Executive Director, Music is Art, 617 Main Street, Suite 220, Buffalo, New York 14203.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.02 APPROVAL OF MEMBERS OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK'S AUDIT COMMITTEE

Mr. Bass moved for approval of the following resolution. Bishop seconded the motion.

WHEREAS, In order to achieve its goal to insure public confidence in the operation of the School District and expenditures of tax dollars, in February 2005, the Board of Education created an Audit Committee as a standing committee, comprised of all members of the Board of Education sitting as a Committee of the Whole; and

6.02 APPROVAL OF MEMBERS OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK'S AUDIT COMMITTEE (cont'd.)

WHEREAS, The Audit Committee was charged with the responsibility of overseeing District finances by developing requests for proposals for external audit functions, evaluation of responses to requests, making recommendations to the Board; and

WHEREAS, In 2009 the Board reconstituted the Audit Committee to consist of nine members, five of whom would be Board of Education Members and four of whom would be community members, with all appointed by the Board of Education to serve for a period of one (1) year or until their replacement whichever shall later occur; and

WHEREAS, the members of the Audit Committee will be appointed at the will of the Board as per the aforementioned motion; and

WHEREAS, The Board now wishes to appoint Members to the Audit Committee to serve until June 30, 2017 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

Mary Ruth Davis	Vincent Cancemi
Robert Kazeangin	Kevin Dobbs
Ron Anderluh	Russell Petrozzi
TBD	Nicholas Vilardo
	TBD

as Members of the Audit Committee to serve for a term commencing October 20, 2016 and ending June 30, 2017 or until their replacement, whichever shall later occur.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.03 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2016/2017

Mr. Barstys moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, §807-a of the Education Law states that it is the duty of the Board of Education to cause their buildings to be inspected at least once per year for fire hazards; and

6.03 APPROVAL OF ANNUAL FIRE SAFETY REPORTS – 2016/2017 (cont'd.)

WHEREAS, The fire inspections have been completed as specified in §807-a of the Education Law; therefore be it

RESOLVED, That the Board of Education accepts the annual Fire Safety Reports for the school year 2016/2017; and

RESOLVED, That the Board direct the Director of Facilities to file copies of the fire safety reports in his office; and

RESOLVED, That the Board direct the District Clerk to cause public notice that the fire safety reports were completed and to specify the location of the filed reports; and

RESOLVED, That the Board direct the District Clerk to thank Mr. Gerald Aderhold, Fire Inspector, Niagara Falls Fire Department, 3115 Walnut Avenue, Niagara Falls, New York 14302, for meeting with the Board of Education officials for the purpose of discussing the Fire Safety Reports for the school year 2016/2017 and alleged deficiencies at the meeting of October 6, 2016.

Mr. Paretto, who is an electrician by trade, expressed his concerns for the use of inappropriate extension cords for various appliances and the mistake that some employees make when selecting certain cords to use based on the color of the cord. He stated that this should be done through the work order process and maintenance.

Mr. Laurie agreed and stated that a couple of directives to address this concern have been issued.

Ms. Sprague noted that the sweep of schools revealed that there were daisy changed cords being used in some instances and that corrective measures were taken where needed. All computers are plugged into appropriate extension cords that were purchased by her and meet regulations to ensure that the right plug-ins are being used.

Mr. Laurie commended Mr. Petrozzi, who had earlier suggested that this be a part of the custodian's regular walk through. Mr. Laurie stated that it will also be a part of the night-shift supervisor's job, once hired.

Mr. Vilardo stated that about 16 years ago this was a concern and how pleased he is to see that it's being taken care of now.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.04 ACCEPTANCE OF FUNDS FOR THE 2016-17 EXTENDED SCHOOL DAY/SCHOOL VIOLENCE PREVENTION PROGRAM

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Extended School Day/School Violence Prevention Program encourages public school districts and community based organizations to work collaboratively in offering programming.

WHEREAS, District staff has produced an application to fulfill the grant requirements; and

WHEREAS, Official notification of approval of the application and award in the amount of \$350,000 yearly for the next five years.

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2016-17 Extended School Day/School Violence Prevention Program

RESOLVED, That the grant award of \$350,000 be credited to Revenue Account F3289.660.17 Extended School Day/Violence Prevention; and

RESOLVED, That the money be expended in the following function/object codes.

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.131.007.6617	Schedule B	\$69,200
F2103.138.007.6617	Grant Admin. & Program Director	\$39,400
F2103.164.007.6617	Secretary	\$11,000
F2103.200.007.6617	Equipment	\$14,670
F2103.404.007.6617	Purchased Services	\$129,000
F2103.540.007.6617	Supplies	\$16,000
F2103.409.007.6617	Travel	\$1,500
F2103.800.096.6617	ERS	\$2,079
F2103.802.096.6617	TRS Retirement	\$15,346
F2103.803.096.6617	FICA/Medicare	\$810
F2103.804.096.6617	Worker Comp	\$2,416
F2103.806.096.6617	Unemployment	\$3,110
F2103.807.096.6617	Health Insurance	\$33,969
F2103.970.096.6617	Indirect Cost	\$11,500
Total Amount:		\$350,000

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Extended School Day/Violence Prevention Program
3. Funding Source: The State Education Department
4. Total Budget: \$1,750,000 (5 years) \$350,000 (yearly)
5. Total Staff:
 - Program Director (.5 FTE)
 - Grants Administrator (.050 FTE)
 - Site Coordinator (hourly schedule B)
 - 22 Activity Providers (hourly schedule B)

6.04 ACCEPTANCE OF FUNDS FOR THE 2016-17 EXTENDED SCHOOL DAY/SCHOOL VIOLENCE PREVENTION PROGRAM (cont'd.)

6. Number of Clients Served: 2,000

Major Objectives/Activities/Evaluation:

- Emphasis increasing Algebra I Common Core passing rate and overall ELA Common Core passing rate.
- Develop within students a sense of personal and social responsibility regarding their work ethic and social behavior within the community, among family, peers and school staff.
- Maximize the positive effects that school policies, parenting skills, teaching skills, administrative supervision and community partnerships have on developing and managing student behavior and learning.
- Assist parents in becoming involved with the school and community in a partnership that enhances their children's education.
- Improving student engagement, connectedness, and mental health through increased student support for targeted students with supportive activities.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.05 ACCEPTANCE OF FUNDS TITLE IIB- MATH/SCIENCE PARTNERSHIPS MSP

Mr. Barstys moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The City of Niagara Falls City School District continuously seeks new and innovative ways to support student learning through the development of teachers' instructional strategies; and

WHEREAS, The New York State Education Department has recognized this desire and has supported the initiative with the awarding of a grant to provide professional development services and teacher support in the area of elementary math instruction; and

WHEREAS, District staff has met and formulated an application to meet the guidelines of the fundor; and

6.05 ACCEPTANCE OF FUNDS TITLE IIB- MATH/SCIENCE PARTNERSHIPS MSP (cont'd.)

WHEREAS, Official notification of approval of the application and award in the amount of \$397,960.00 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2016-2017 Title II, Part B Math and Science Partnerships grant; and

RESOLVED, That the grant award of \$397,960.00 be credited to Revenue Account F4289.210.17 Tower Foundation Grant; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.131.007.2117	HOURLY PD	\$8,800
F2103.132.098.2117	SUMMER PER DIEM	\$7,800
F2103.138.007.2117	ASSIST PROJECT DIR.	\$19,898
F2103.138.049.2117	PROJECT DIRECTOR	\$39,796
F2103.138.056.2117	MATH COACH ABATE	\$19,898
F2103.138.058.2117	MATH COACH HP	\$19,898
F2103.138.059.2117	MATH COACH KALFAS	\$19,898
F2103.138.065.2117	MATH COACH 79TH	\$19,898
F2103.149.007.2117	SUBSTITUTES	\$28,800
F2103.404.007.2117	CONTRACTUAL	\$108,000
F2103.540.007.2117	SUPPLIES	\$33,000
F2103.802.096.2117	TRS	\$24,893
F2103.803.096.2117	FICA/MEDICARE	\$13,602
F2103.804.096.2117	WORKER COMP	\$5,101
F2103.806.096.2117	UNEMPLOYMENT	\$4,573
F2103.807.096.2117	HEALTH	\$24,105
TOTAL		\$397,960

Revenue Code: F4289.210.17

ABSTRACT

1. School District: City of Niagara Falls City School District, New York
2. Title of Project: Title II Part B Math & Science Partnerships
3. Funding Source: New York State Education Department
4. Total Budget: \$397,960.00
5. Total Staff: 1 @ 0.5 FTE; 4 @ 0.2 FTE
6. Number of Teachers Served: 104 Teachers, 11 Administrators
7. Major Objective:

Provide varied professional development services to targeted elementary teachers to increase capacity to provide instruction in elementary mathematics.

6.05 ACCEPTANCE OF FUNDS TITLE IIB- MATH/SCIENCE PARTNERSHIPS MSP (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.06 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS HOUSING AUTHORITY FOR UNIVERSAL PRE-SCHOOL SITES 2016-2017

Mr. Barstys moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District is responsible for the allocation of funds for the Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

WHEREAS, The School District is required, by resolution duly adopted, to execute contracts with qualified and competent agencies for instruction of four-year-old children; therefore be it

RESOLVED, That at the meeting of October 20, 2016, the Amendment to the Agreement between the Niagara Falls City School District and the Niagara Falls Housing Authority be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment.

UNIVERSAL PRE-SCHOOL SITE AGREEMENT-NIAGARA FALLS HOUSING AUTHORITY

This Agreement, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 – 66th Street Niagara Falls, New York, party of the first part, herein called the School District, and the Niagara Falls Housing Authority, 744 – 10th Street, Niagara Falls, New York, party of the second part, herein called the Agency.

1. During the 2016-17 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017, the Agency will provide adequate and sufficient education and instruction for four-year-old children who are specifically assigned to the Agency by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the Agency at any time when he considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his authorized representative.

6.06 APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS HOUSING AUTHORITY FOR UNIVERSAL PRE-SCHOOL SITES 2016-2017 (cont'd.)

2. The Agency will provide service to four-year-olds as per Part 151-1 of the Education Law. In accordance, the Agency shall promptly furnish to said Superintendent of Schools any and all reports and data which he may request concerning the education and educational progress of each such student.
3. In full payment for the services rendered by the Agency as provided, the School District will pay to the Agency \$85,000 to be broken down into payments from December 2016 to June 2017. This amount will be for each of the two community PreK sites. Payment will be promptly made by the School District upon receipt of money from the State Education Department.
4. The Agency shall to the fullest extent permitted by law, indemnify and hold harmless the District, its, agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement.
5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.
6. This Agreement shall expire on June 30, 2017.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Authorized Agency Personnel

Board of Education President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Bishop Dobbs

Carried

6.07 APPROVAL OF CONTRACT 103 – MECHANICAL-HVAC, CAPITAL PROJECT- INDOOR POOL DEHUMIDIFICATION REPLACEMENT AT CATARACT ELEMENTARY SCHOOL, BID 15 FOR THE 2016/2017 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Bass seconded the motion.

6.07 APPROVAL OF CONTRACT 103 – MECHANICAL-HVAC, CAPITAL PROJECT- INDOOR POOL DEHUMIDIFICATION REPLACEMENT AT CATARACT ELEMENTARY SCHOOL, BID 15 FOR THE 2016/2017 SCHOOL YEAR (cont'd.)

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.15 - Contract 103 – Mechanical – HVAC, Indoor Pool Dehumidification Replacement at Cataract Elementary School – Bid No. 15 for the 2016/2016 School Year; and

WHEREAS, Legal noticed was published September 21th 2016; and

WHEREAS, Bids were publicly opened and read on October 5th, 2016 and three (#) properly executed bids were received; and

WHEREAS, Cannon Design analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract 103 – Mechanical – HVAC Bid Package # 2 2012/2013 for the amount of \$206,000.00 to the apparent low bidder Quackenbush Co., Inc. 495 Kennedy Road Buffalo, New York 14227; and

WHEREAS, Based on Cannon Design's recommendation, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 103 – Mechanical – HVAC Indoor Pool Dehumidification Replacement at Cataract Elementary School – Bid No. 15 for the 2016/2016 School Year for the amount of \$206,000.00 to Quackenbush Co., Inc. 495 Kennedy Road, Buffalo, New York 14227; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York award this contract to the lowest responsible bidder, Quackenbush Co., Inc. in accordance with all the specifications:

<u>Contract No.</u>	<u>Contractor</u>	<u>Amounts</u>
Contract 103	Quackenbush Co. Inc.	<u>\$206,000.00</u>
Total Award		\$206,000.00

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

**6.08 APPROVAL OF CONTRACT FOR MELINDA A. SCIME, PH.D.,
PSYCHOLOGIST, PLLC FOR THE NFHS EXTENDED SCHOOL DAY GRANT**

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The District hired Dr. Scime as a consultant to provide instructional recreation.

WHEREAS, The current term of this contract is for the period October 23, 2016 through June 30, 2017; and

WHEREAS, Melinda A. Scime, Ph. D., Psychologist, PLLC is a New York State registered Minority/Woman Business Enterprise (MWBE); and

WHEREAS, the Extended School Day grant requires that a certain amount of funds be expended on MWBE vendors; and

WHEREAS, The fee for these services shall not exceed \$5,000.00 for 75 hours of work and will be billed in two installments; therefore be it

RESOLVED, That the contract for instructional recreation to fulfill the Extended School Day/School Violence Prevention grant and meet the unique needs of the students of Niagara Falls High School – Melinda A. Scime, Ph. D., Psychologist, PLLC, 10/23/16-6/30/17, attached hereto, be approved; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR MELINDA A. SCIME, PH. D, PSYCHOLOGIST, PLLC

THIS AGREEMENT, made this 22nd day of October, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Ph. D., Psychologist, PLLC, 1517 Main Street, Niagara Falls, New York 14305, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party instructional recreation, consultation and counseling services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

**6.08 APPROVAL OF CONTRACT FOR MELINDA A. SCIME, PH.D.,
PSYCHOLOGIST, PLLC FOR THE NFHS EXTENDED SCHOOL DAY GRANT
(cont'd.)**

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent software management which services shall include but not be limited to the following:
 - a. Instructional recreation including nutritional instruction, yoga instruction and other programs identified by student survey results

All of these functions shall be performed in consultation with the Superintendent of Schools.
3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of a payment invoice the First Party shall pay to Second Party the sum of \$66.66 dollars per hour for 75 hours, to be paid in two (2) installments of \$2,500.00 each for total sum not to exceed \$5,000.00, the first installment due on October 31, 2016 and the second on March 31, 2017. Payment by check made payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Contract: This contract shall be effective from September 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

6.08 APPROVAL OF CONTRACT FOR MELINDA A. SCIME, PH.D., PSYCHOLOGIST, PLLC FOR THE NFHS EXTENDED SCHOOL DAY GRANT (cont'd.)

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Dr. Melinda A. Scime, Ph. D.,
Psychologist, PLLC

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS, NEW YORK

Dr. Melinda A. Scime

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, , to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Vincent J. Cancemi, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

COMMENTS ON ITEMS 6.09 THROUGH 6.12

Mr. Laurie stated that this is a lot of professional development for teachers spear headed under the leadership of Mr. Carella, Administrator for District Curriculum and Instruction. He works tirelessly to get this done.

Mr. Carella highlighted the purpose of each contract and how each will benefit the District, teachers, and students.

Mr. Cancemi thanked Mr. Carella for all that he does and he thanked everyone for their cooperation.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District is obligated to provide meaningful programming for the Math-Science Partnership program; and

WHEREAS, NCCC will provide numerous types of educationally appropriate experiences for all classroom teachers involved in the Math Science Partnership Grant; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$17,000.00 and

WHEREAS, The Agreement shall be effective for a term commencing October 1, 2016 and ending June 30, 2017; therefore be it

RESOLVED, That the contract for Math Science Partnership Grant for the 2016/2017 School Year between the City School District of the City of Niagara Falls and NCCC be approved; and

RESOLVED, That the agreed upon fee for the period October 1, 2016 and ending June 30, 2017, is \$17,000.00; and

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL SERVICE CONSULTANT
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 20th day of October 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA COUNTY COMMUNITY COLLEGE, 3111 Saunders Settlement Road, Sanborn, NY 14132, (hereinafter "NCCC").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of NCCC. The District hereby engages the College as an independent contractor to render to the District professional services regarding implementation of the Math Science Partnership Grant and NCCC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR (cont'd.)

2. Professional services and duties of NCCC: NCCC shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Math Science Partnership Grant Programming for the 2016/2017 School Year:

- a. In District activities and instructional support for all elementary teachers involved in the Math Science Partnership Grant program, including but not limited to development of instructional activities, presentation on career-readiness in mathematics fields, computer coding, and development of and presentation to students on careers that use mathematics in application;

All of the functions will be performed by the party of NCCC or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. NCCC and/or its subcontractor shall possess a thorough knowledge of mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between the Parties. NCCC shall not be an employee of the District. NCCC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. NCCC is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to NCCC. Upon receipt of a payment invoice, the District shall pay to the NCCC for its services hereunder a sum not to exceed \$17,000.00 to be paid in in four(4) installment as follows: \$4,000.00 on October 31,2016; December 31, 2016; March 31, 2017 and the \$5,000.00 on June 30, 2017. Payment checks payable to the order of NCCC shall be deemed full payment to and acquittance by the NCCC.

5. Indemnification. To the fullest extent permitted by law, NCCC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. NCCC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. NCCC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from October 1st 2016 to June 30th 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

6.09 APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (NCCC) FOR MATH SCIENCE PARTNERSHIP GRANT PROGRAMMING FOR THE 2016/2017 SCHOOL YEAR (cont'd.)

8. Assignment: The services to be rendered by NCCC under this Agreement are unique and personal. Accordingly, the NCCC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Niagara County Community College

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, , to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Vincent J. Cancemi, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The District has hired WNY Dyslexia Specialists, LLC. as an independent agency to render professional services; and

WHEREAS, The current term of this contract is for the period July 1, 2016 through June 30, 2017; and

WHEREAS, The fee for these services shall be at the rate of \$40 per each hour served, not to exceed an annual total amount billed of \$960.00 (24 total hours) and will be billed monthly; and

WHEREAS, upon the recommendation of District staff this contract may be amended to adjust compensation to reflect any additional students who may be determined appropriate to receive services; therefore be it

RESOLVED, That the Contract for professional services by an independent contractor for specialized reading intervention between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR SPECIALIZED READING INTERVENTION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 18th day of August, 2016 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and WNY Dyslexia Specialists, LLC. 3527 Harlem Rd., Suite 11, Cheektowaga, NY 14225, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional specialized reading intervention services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to consultation associated with the provision of specialized reading interventions for students which shall include but not be limited to the following:

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17 (cont'd.)

- a. Individual sessions with separately identified students
- b. Provision of proprietary reading intervention program based on the Orton-Gillingham Model
- c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional and other educational strategies for students with reading challenges.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$40 per hour. Total billable hours for services shall not exceed twenty four (24) hours, unless the contract is amended to add students to programming through a contract amendment. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Agreement: This Agreement shall be effective from July 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.

6.10 APPROVAL OF CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. 7/1/16—06/30/17 (cont'd.)

9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WNY Dyslexia Specialists, LLC.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

President

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-3 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – FEBRUARY 28, 2017

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The goal of the Houghton Mifflin Harcourt, Inc. on-site technical assistance and coaching visits is to improve and refine the delivery of instruction with Journeys resources and materials; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the program resources align to the Common Core Learning Standards and allow for differentiated instruction for all learners; and

WHEREAS, Houghton Mifflin Harcourt, Inc. consultants will provide 10 days of on-site technical assistance to District staff; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Houghton Mifflin Harcourt, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Journeys program in grades Kindergarten to 3, for a term commencing November 1, 2016 and terminating February 28, 2017 for an amount not to exceed \$20,825.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 20th day of October, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Houghton Mifflin Harcourt, Inc., (hereinafter "HMH").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages HMH as an independent contractor and HMH hereby accepts such engagement, to render to the District the services in implementing the Journeys program, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: HMH shall provide and render to the District the following services:

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-3 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – FEBRUARY 28, 2017 (cont'd.)

- a) On-site technical assistance and coaching for implementing the Journeys program for Literacy in District Focus Schools. Services include assisting District staff in developing a deeper understanding of the instructional implications inherent in the CCLS and the identification of the practices needed to raise student achievement.

All of the functions will be performed under the direction of the Superintendent and/or his designee. HMH possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards, and is the sole source of this product, so is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. HMH shall not be an employee of the District. HMH is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to the Second Party. Upon receipt of payment invoices, the District shall pay to HMH for its services hereunder a sum not to exceed Twenty Thousand, eight hundred twenty-five dollars (\$20,825.00) payable as follows: the sum of Ten thousand four hundred twelve dollars, fifty cents (50% of the amount due) on January 31, 2017 and the balance of Ten thousand four hundred twelve dollars, fifty cents (50% of the amount due) on March 1, 2017. Payment checks payable to the order of HMH shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, HMH shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HMH and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HMH and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from November 1, 2016 and Terminate on February 28, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by HMH under this Agreement are unique and personal. Accordingly, HMH shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

6.11 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES AND INSTRUCTIONAL COACHING GRADES K-3 FOR JOURNEYS PROGRAM TEACHERS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – FEBRUARY 28, 2017 (cont'd.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Houghton Mifflin Harcourt, Inc.

City School District of the City of
Niagara Falls

President

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR ELEMENTARY SPECIAL CLASS TEACHERS IN THE DO THE MATH REMEDIAL MATHEMATICS PROGRAM BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – JANUARY 31, 2017

Mr. Paretto moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The goal of the Houghton Mifflin Harcourt, Inc. on-site training is to ensure teachers have the knowledge to instruct students with Do The Math resources and materials; and

WHEREAS, Participants will have an opportunity to link current practice with new expectations, and explore how the program resources align to the Common Core Learning Standards and allow for differentiated instruction for all learners; and

WHEREAS, Houghton Mifflin Harcourt, Inc. consultant will provide 2 days of on-site technical assistance to District staff; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Houghton Mifflin Harcourt, Inc., a copy of which is hereto attached which provides, among other things, for services to implement the Do The Math program in elementary special classes, grades K - 6, for a term commencing November 1, 2016 and terminating January 31, 2017 for an amount not to exceed \$5,015.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 20th day of October, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Houghton Mifflin Harcourt, Inc., (hereinafter "HMH"). WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages HMH as an independent contractor and HMH hereby accepts such engagement, to render to the District the services in implementing the Do The Math program, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: HMH shall provide and render to the District the following services:

a) On-site training for implementing the Do The Math program for mathematics in District Schools. Services include assisting District staff in developing a deeper understanding of program resources and the delivery needed to raise student achievement.

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR ELEMENTARY SPECIAL CLASS TEACHERS IN THE DO THE MATH REMEDIAL MATHEMATICS PROGRAM BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – JANUARY 31, 2017 (cont'd.)

All of the functions will be performed under the direction of the Superintendent and/or his designee. HMH possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards, and is the sole source of this product, so is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. HMH shall not be an employee of the District. HMH is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to the Second Party. Upon receipt of payment invoices, the District shall pay to HMH for its services hereunder a sum not to exceed Five Thousand Fifteen dollars, (\$5,015.00) payable as follows: the sum of Two thousand, five hundred seven dollars, fifty cents (50% of the amount due) immediately after the first day of training is completed, or no later than December 31, 2016, and the balance of Two thousand, five hundred seven dollars, fifty cents (50% of the amount due) immediately after the second day of training is completed, or no later than February 1, 2017. Payment checks payable to the order of HMH shall be deemed full payment to, and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, HMH shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HMH and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HMH and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from November 1, 2016 and Terminate on January 31, 2017, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment. The services to be rendered by HMH under this Agreement are unique and personal. Accordingly, HMH shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

6.12 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES FOR ELEMENTARY SPECIAL CLASS TEACHERS IN THE DO THE MATH REMEDIAL MATHEMATICS PROGRAM BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND HOUGHTON MIFFLIN HARCOURT FOR NOVEMBER 1, 2016 – JANUARY 31, 2017 (cont'd.)

Houghton Mifflin Harcourt, Inc.

City School District of the City of
Niagara Falls

President

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.13 RESOLUTION TO AMEND THE POLICY ON NAMING FACILITIES

Mr. Restaino stated that there are areas of the resolution left blank. He feels that the feasibility study can be done by Board members and staff and that no community members are needed at this point. The members of the Board were elected by the community and, therefore, can represent the community on this committee. He proposed that the **committee consists of seven members; Superintendent, Administrators for HRO and School Business Affairs, School District Attorney, and three members of the Board.** The committee will begin meeting in November 2016 in preparation for an official report to the Board at the **February 23, 2017 meeting.**

6.13 RESOLUTION TO AMEND THE POLICY ON NAMING FACILITIES (cont'd.)

Mr. Barstys stated that he would like Mr. Restaino to serve on the committee.

Mr. Barstys moved for approval of the following resolution with the **insertions** noted in **bold**. Bishop Dobbs seconded the motion.

WHEREAS, The Board of Education of the School District of the City of Niagara Falls has responsibility for naming and/or renaming School District properties, including school buildings, classrooms, and various athletic facilities; and

WHEREAS, To assist in naming its properties, the Board adopted a Facility Naming Policy, which among other things, provides for procedures to name and/or rename District Facilities; and

WHEREAS, To date, naming and/or renaming of School District Facilities have been limited to naming facilities in recognition of the contributions made by the individuals and/or geographic areas such as Niagara Falls, Maple Avenue and LaSalle and none have been by sale of the naming rights; and

WHEREAS, The Board now wishes to review and consider the financial, educational, social, and legal feasibility of sale of naming rights of various of its facilities and to form and a committee to assist in its review of the sale of naming rights.; now therefore be it

RESOLVED: that the Board of Education hereby approves the formation of a Committee to be charged with the responsibility of reviewing the financial, educational, social, and legal feasibility of sale of naming rights for various of its facilities, and reporting its findings to the Boards; and be it further

RESOLVED: that the Committee prepare an amendment to the District's Facility Naming Policy to include among other things, a procedure to sell naming rights in accordance with all rules regulations and laws; and be it further

RESOLVED: that the Committee consist of **seven (7)** Members; the Superintendent of Schools, the Administrator for Human Resources, the Administrator for School Business Affairs, the School District Attorney, and **three (3)** Board members to be appointed by the Board; and be it further

RESOLVED: ~~that the Committee is directed to immediately organize and commence performing their duties as herein provided, and to report back to the Board with its findings and proposed amendment to the Facilities naming Policy by _____, 201__.~~ **That the committee will begin meeting in November 2016 in preparation for an official report to the Board at the February 23, 2017 meeting.**

6.13 RESOLUTION TO AMEND THE POLICY ON NAMING FACILITIES (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
October 20, 2016

Congratulations to all award recipients.

Thanks to Mr. Latham and the NFT Union, who welcomed new students to the District with school supplies as a greeting gift; the value of the supplies was almost \$1,600. This was a great gesture. Thanks to Mr. Glahe and Ms. Pedulla for their work on this initiative. Board members concurred.

NFHS Pops Concert is tomorrow at 7 p.m. in the Main Arena. There's going to be good music played by our students. This is how funds are raised for their trips. He thanked all involved for doing such a good job.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mr. Mark Laurrie

October 20, 2016

Big weekend in sports... our football team is doing very well; we are in the play-offs this weekend. *"Go Wolverines!"*

Ms. Massaro and the Board were commended for what they did in negotiating the TAUL contract and for getting it settled. All six of the labor union contracts are settled through 2019. Thanks to the Board for its suggestions, support, cooperation, and willingness to negotiate fairly.

QZAB Bonds - Mr. Laurrie announced publicly that the District is pursuing QZABs (Quality Zone Academy Bonds). He recalled the presentation made by Mr. Ganci, Mr. Giarrizzo, and Mr. Smeal about QZABs. This is a federal tax credit used as a source of financing for the rehabilitation of a public school facility. The project must have voter approval and Board authorization, as required, and be approved by the Commissioner of Education before issuing the QZABs. The deadline is November 1st, and we are going to apply. Meetings have been held with potential partners; we think that we have found a partner in a service called A+ Educators. A+ is a partner that the North Tonawanda School District and Lockport City School District have used. Darlene has made many phone contacts with those districts, and Rick has visited them and is continually doing research on the project. We think we have a partner to at least get the non-binding letter of support in so to proceed with pursuing our QZAB bonds; no interest bonds. We would do a Capital Project in 2017. It would be a revenue source for the District. The District would be aided as if it had to pay interest; it's another way for the District to make money and upgrade our buildings at the same time. Mr. Massaro has been in on the conversations with those involved and has asked the necessary questions. The application and letter will be reviewed by Mr. Massaro for submission before November 1st. Copies will be made available to the Board.

School Visitations - Mr. Laurrie is continuing his visits to the schools. He stated that everywhere he goes, instruction is going on. Kids are working hard. He is very confident that what he's seeing and what the District is doing, academically, is moving us in the right direction and that we are going to see some big things in our scores this year.

COMMENTS BY BOARD MEMBERS

Board members commended employees (Mr. Timothy Aughtman, Custodian at Gaskill Prep; Ms. Melissa Molly, Associate who work with children with autism; Mr. Rico Slaiman, teacher and organizer of the Post Prom Party.) who were recognized this evening and thanked staff for their great work.

COMMENTS BY BOARD MEMBERS (cont'd.)

Board members congratulated Mr. Laurrie, who was the recipient of the "Leadership Award" presented by Niagara Street Area Business and Professional Association at a dinner held last evening. *"We appreciate what you do."*

Mr. Bass thanked support staff for their hard work. He reported that he and a couple of community members spoke to the students at CEC. We shared our stories of how we overcame different obstacles that we had faced, our education background, and what we are doing now. They also had an opportunity to speak with students one-on-one. Mr. Bass stated that this is the main reason he ran for the Board, so that he can interact with the students. This is something he would like to continue to do throughout the District. The students were engaged.

Mr. Paretto thanked NFT for its contribution to students and the District. Our staff is doing an excellent job as they always do. Good Luck to the Wolverines this weekend. My son plays and this is a big weekend for football. They won their game last week and hopefully they will win this weekend. Our school has always been known as a basketball, softball, baseball, and wrestling school, not as a football hotbed. He commended Coach Bass, Coach Robbins, and their staff for doing a fine job of taking some kids they didn't think they were going to win with; they are now ranked around 25th in the State and that's big for us. He encouraged everyone to come out and support our Wolverine.

Mr. Petrozzi shared a meeting he and Mr. Joe Downing attended with the Niagara Military Affairs Council. This company develops test systems for all our weapon systems in the Air Force and the Navy. They do amazing stuff. He stated that he and Mr. Downing talked about how to involve our students. He stated that you wouldn't believe some of the amazing stuff that is done by some of our people right here in Niagara Falls. This place he was at is so important that you were escorted to the bathroom when you had to go.

Mr. Barstys thanked Mr. Restaino for his work on Resolution 6.13 regarding the formation of a committee to review the feasibility of the sale of naming rights for school facilities and so on. He thanked staff for their work. On a personal note, Mr. Barstys stated that his son has been in the District for six years. He talked about how excited his son is about the music program and the positive impact that his instructors have had on him, Ms. Carrie Dobbs and now Mr. Michael Kineke. He thanked them for instilling the love of music in him. He spoke to Mr. Slaiman's character in terms of his involvement in organizing the Post-Prom party; he's a great guy to work with, according to his wife. This event is amazing for our students.

COMMENTS BY BOARD MEMBERS (cont'd.)

Bishop Dobbs acknowledged the hard work that the Board does and the concerns it has for making sure that they are making the right decision at all times.

Mr. Restaino and Mr. Cancemi concurred with comments made by their fellow Board members.

EXECUTIVE SESSION

At 7:45 p.m. a motion for Executive Session was made by Mr. Barstys for the purpose of discussing personnel matters which may lead to the demotion/ discipline/suspension/dismissal or removal of a person, persons, or corporation. Bishop Dobbs seconded the motion. All present were in favor; motion carried unanimously by those present. No action will be taken.

EXECUTIVE SESSION CONCLUDES/REGULAR BOARD MEETING RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Barstys, seconded by Mr. Bass. All present were in favor; motion carried unanimously by those present.

ADJOURNMENT

The October 20, 2016, Regular Board Meeting be adjourned at 9:25 p.m. in memory of the following who recently passed away.

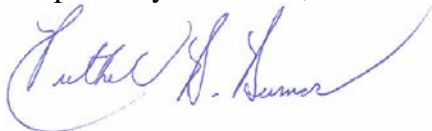
*Mr. Pietro Ranieri, father-in-law of Melissa Ranieri (teacher @ Niagara St.)

*Mr. Matthew A. Cummings, husband of Sarah D. Cummings (Food Service Helper @ Hyde Park); son-in-law of Robin Rendina (School Office Support Clerk @ NFHS) and brother-in-law of Tiffany Bradberry (School Counselor @ Hyde Park)

*Ms. Vera Pearl (Polly) Jackson-Scott, aunt to Willie Moore (Porter @ Gaskill) and Ricky Moore (Cleaner @ NFHS)

*Mrs. Shirley Witczak, retired Sr. School Monitor (Niagara Street School)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

NOVEMBER 2016 MEETINGS - MINUTES

DATE: November 3, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

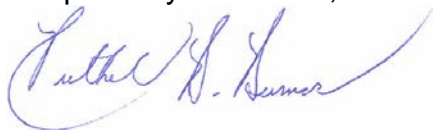
MEMBERS ABSENT: Mr. Jocoy (*excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Annual External Audit Report '15/16 – *Mr. Laurrie, Mr. Giarrizzo, and Mr. Montalbo*
- Review of November 3rd Special Meeting Agenda – *Board/Mr. Laurrie*
- Agenda Review – November 17, 2016 Regular Meeting – *Mr. Laurrie, Mrs. Dumas/Ms. Massaro*

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

[This meeting was not tape-recorded](#)

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NIAGARA FALLS, NEW YORK

NOVEMBER 2016 MEETINGS - MINUTES

DATE: November 3, 2016

KIND OF MEETING: Special

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Special Meeting, a Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The Special Meeting was called to order at 6:30 p.m. by President Vincent Cancemi

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Jocoy (*excused*)

RECOMMENDED ACTION FROM THE SUPERINTENDENT OF SCHOOLS

2.1 ACCEPTANCE OF THE 2015-16 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, §170.2(r) of the Commissioner's Regulations requires that a financial audit of all funds maintained by the City School District of the City of Niagara Falls be performed each year; and

WHEREAS, the firm of Drescher & Malecki LLP has completed the audit and presented it to the Board of Education; therefore be it

RESOLVED, That the Board of Education accept the 2015-16 Annual Independent Audit as prepared by the firm of Drescher & Malecki LLP; and

RESOLVED, That a certified copy of the resolution and a copy of the audit be filed with the Commissioner of Education; and

RESOLVED, That the District Treasurer be directed to publish the annual Independent audit in a newspaper having general circulation in the School District as required by Commissioner's Regulations §170.2(s)(1).

2.01 ACCEPTANCE OF THE 2015-16 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION (cont'd.)

Board members commended everyone on a successful Audit. Audit was presented at the Audit Committee Meeting and during the Board Review Session.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

2.02 RESOLUTION OF CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS, ENCOURAGING THE NEW YORK STATE POWER AUTHORITY TO CONDUCT A STUDY TO DETERMINE THE NECESSITY, LOCATION AND ECONOMIC FEASIBILITY FOR A COMMUNITY CENTER TO BE CONSTRUCTED IN NIAGARA COUNTY

Mr. Petrozzi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, various community entities are discussing the necessity of constructing a new and enhanced Community Center within the County of Niagara; and

WHEREAS, the first step in proceeding with such a major endeavor is to secure an objective and professional feasibility study to determine among other things, the necessity, location and economic feasibility of such facility; and

WHEREAS, it has been proposed that the New York State Power Authority be encouraged to undertake funding such study on behalf of the entire Niagara County Community; and

WHEREAS, the District welcomes a study which would provide information as to whether a large and versatile Community Center facility could assist it and other school districts in Niagara County, in advancing their educational mission.; and

WHEREAS, the District would be specifically interested in obtaining data that such a facility could provide a venue to allow it and other school districts, to conduct required activities in a more efficient and economical manner than they are presently able to do because of space restrictions and economic constraints if any exist.; and

WHEREAS, NYPA should be encouraged to undertake funding such a study to determine the necessity, location and feasibility of new Community Center facility and whether it could be beneficial to school districts in the County; therefore be it

2.02 RESOLUTION OF CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS, ENCOURAGING THE NEW YORK STATE POWER AUTHORITY TO CONDUCT A STUDY TO DETERMINE THE NECESSITY, LOCATION AND ECONOMIC FEASIBILITY FOR A COMMUNITY CENTER TO BE CONSTRUCTED IN NIAGARA COUNTY (cont'd.)

RESOLVED, that the Board hereby encourages the New York State Power Authority to conduct a study to determine the necessity, location and economic feasibility of a new Community Center to be located in the County of Niagara, which study should include, among other things, data and information indicating whether such facility could assist local school districts in advancing their educational missions through shared use of the Community Center; and be it further

RESOLVED, that the District Clerk forward a Certified Copy of this Resolution to the New York State Power Authority and all interested stakeholders.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
and Mr. Cancemi

Nays: Mr. Vilardo

Carried

SUPERINTENDENT'S REPORTS - PRESENTED DURING BOARD REVIEW SESSION

Congratulations Amanda Brown, Building Trades; Sarah Schucker, Culinary Arts for being inducted into the National Technical Honor Society at the Niagara Career & Technical Education Center.

Congratulations also to Michael Lewis, Lynne Tompkins, Ed Maynard, and Joe Bellonte who represented the District at the annual New York State School Boards Association Convention and Expo in Buffalo. Their presentation was extremely well-received.

Maple Avenue and NFHS have been recognized as STEM Schools On The Move.

The Niagara Falls High School Jazz Ensemble will be performing at Raymour & Flanagan and later will be presented with an \$800 donation. The performance is scheduled for December 9, 2016 from 5-7 p.m.

Niagara Falls Teachers donated \$1,533 to supply Pre-Kindergarten with school supplies.

Lead testing results are filtering in and being shared with staff. Results have been received for four schools. Letters have gone out according to protocol. The second round of testing is being performed; we will find out what has to be remediated from the second round of testing.

Mr. Petrozzi noted some lead may not be “ours,” it may come from the City. Retest involves flushing a device for one minute, and the next day, without flushing, a sample is taken. Stohl Environmental will make recommendations following the retest. The State reimburses for bubblers or faucets, a tear out, however, would need to be performed through a capital project. Mr. Paretto asked if the District uses filter cartridges. Mr. Laurrie stated no, but this is an option that is an allowable resolution.

Mr. Giarrizzo discussed the need to memorialize Employee Retirement System (ERS) reserves. This will be done formally in December.

Mr. Latham, NFT President, stated, also, on November 17, 2016 at Raymour and Flanagan, the NFHS art students will be showing art work as part of the Arts and Culture Club at NFHS. Student art work will be auctioned off that evening.

BOARD MEMBERS REPORT AND COMMENTS

Mr. Barstys, Mr. Bass, Mr. Cancemi, Mr. Paretto, Mr. Vilardo, and Mr. Laurrie attended the NYSSBA Convention held in Buffalo, October 27-29, 2016. Each shared their experience and found the Convention to be positive. They recognized and congratulated Dr. Michael Lewis, Ms. Lynne Tompkins, Mr. Ed Maynard, and Mr. Joe Bellonte, who represented the District at the Convention and Expo. Board members concurred that the presentation by District staff was extremely well-received.

EXECUTIVE SESSION

At 6:40 p.m. a motion for Executive Session was made by Mr. Barstys for the purpose of discussing personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation. Bishop Dobbs seconded the motion. All present were in favor; motion carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/SPECIAL MEETING RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Bishop Dobbs, seconded by Mr. Paretto. All present were in favor; motion carried unanimously by those present. The Special Meeting was reconvened and adjourned at 7:20 p.m.

SPECIAL MEETING ADJOURNS

The November 3, 2016, Special Meeting was adjourned at 7:20 p.m. in memory of the following who recently passed away.

*Mrs. Shirley Louise (Hess) Witczak, retired Senior School Monitor

*Honorable Michael G. Wolfgang, former Board member (1965 – 1968)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a large, sweeping flourish extending to the right.

Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

NOVEMBER 2016 MEETINGS - MINUTES

DATE: November 17, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Mr. Jocoy (*excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- School Election Process – **Mr. Cancemi/Mr. Restaino**
- 10-Week Report – **Mr. Laurie**
- Agenda Review – November 17th Regular Meeting – **Mr. Laurie /Mrs. Dumas/Ms. Massaro**

ORAL COMMUNICATIONS – Special Presentation

Perfect Score Award

2016 NYS Grade 4 English Language Arts, Scored 410

Ryan Barstys, a student of Harry F. Abate Elementary, who received a perfect score on the New York State English Language Arts Exam, was recognized this evening for his achievement. Ryan surpassed the 99th percent out of the 162,000 students who took the exam.

Harry F. Abate Principal: Cynthia Jones

Teacher: Bridget Wagner

Parents: Christine and Ronald Barstys

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following as outstanding employees: Mr. James Colquitt, Harry F. Abate Physical Education Associate; Ms. Julia Conti, NFHS Social Studies teacher; Mr. Mitch Gilreath, Maintenance Senior Groundman; and Ms. Angela Rubin, 79th Street Pre-K Associate.

ORAL COMMUNICATIONS – Special Presentations and Recognition of Alumni

Mrs. Glaser introduced and highlighted the accomplishments of the alumni. An unveiling of a photograph of each and recognition of his or her success was expounded by Mr. Laurrie and applauded by the Board and audience: Mr. Kelvon Agee, Emmy-winning videographer/ producer of the “Deadliest Catch”; Mr. John T. Anderson, Veteran and American hero; Ms. Jane Bryant Quinn, award-winning Finance Guru; Ms. Andrea Patterson, Ph.D. student and cancer researcher; and Mr. Tommy Tedesco, the most recorded guitarist in history and studio musician.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Barstys seconded the motion.

August and September 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #4

Mr. Petrozzi moved for approval of the following resolution on Approval of Budget Transfer #4. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner’s Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 240,152.25 among the following fund, function, object, and location codes:

General Fund:	\$	173,231.83
Cafeteria Fund:	\$	28,200.00
Special Aid Funds:	\$	38,720.42

The motion was approved unanimously by those present.

BID #16 – FACILITY PAINT SUPPLIES

Mr. Barstys moved for approval of the following resolution on Approval of Bid #16 – Facility Paint Supplies. Mr. Paretto seconded the motion.

WHEREAS, Funds were appropriated for Facility Paint Supplies in the General Fund;
and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 16 – Facility Paint Supplies; and

WHEREAS, Legal notice was published September 28, 2016 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bid was publicly opened and read on October 12, 2016 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, Mr. David Spacone, Supervisor of Operations and Maintenance, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Discount Percentage</u>
16A	Sherwin Williams	45%

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER’S REPORT

The Treasurer’s Report for September 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for November 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Bass moved for approval of the following Personnel Report for Certificated Staff, Items I through VII.
Mr. Paretto seconded the motion.

I. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Adrienne Navaroli	Teacher Second Language, NFHS	Personal (without pay)	March 15, 2017 – April 3, 2017
Carol Szalach	Teacher Special Education, GPS	Medical (without pay)	Nov. 7, 2016 – Nov. 21, 2016

II. PER DIEM

A. FRACTIONS WORKSHOP FOR GRADES 3, 4, AND 5 – NTE 2 DAYS (11/19/16 & 1/07/17) – F2103.140.098.4317

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Scott Misterkiewicz	2 Days	\$325.86	Fraction Wrkshp Grades 3-5

FRACTIONS WORKSHOP FOR GRADES 3, 4, AND 5 – NTE 2 DAYS (11/19/16 & 1/07/17) – F2103.131.007.2117

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Caterina Antonacci	2 Days	\$319.90	Fraction Wrkshp Grades 3-5
Stefany Critelli	2 Days	\$331.62	Fraction Wrkshp Grades 3-5
Marisa D'Addario	2 Days	\$470.61	Fraction Wrkshp Grades 3-5
Melissa Doescher	2 Days	\$470.61	Fraction Wrkshp Grades 3-5
Catherine Dunstan	2 Days	\$466.27	Fraction Wrkshp Grades 3-5
Jessica Fronczak	2 Days	\$242.64	Fraction Wrkshp Grades 3-5
Tracy Gibb	2 Days	\$470.61	Fraction Wrkshp Grades 3-5
Gail Guthrie	2 Days	\$470.61	Fraction Wrkshp Grades 3-5
Tina Ligammare	2 Days	\$470.61	Fraction Wrkshp Grades 3-5
Kristen Martell	2 Days	\$303.28	Fraction Wrkshp Grades 3-5
Donna Nadrowski	2 Days	\$461.92	Fraction Wrkshp Grades 3-5
Sandra Peters	2 Days	\$470.61	Fraction Wrkshp Grades 3-5

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. PER DIEM (Continued)

A. FRACTIONS WORKSHOP FOR GRADES 3, 4, AND 5 – NTE 2 DAYS (11/19/16 & 1/07/17) – F2103.131.007.2117

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Mary Kay Reygers	2 Days	\$352.72	Fraction Wrkshp Grades 3-5
Angela Ruffolo	2 Days	\$346.86	Fraction Wrkshp Grades 3-5
Lisa Thompson	2 Days	\$246.71	Fraction Wrkshp Grades 3-5
Daniel Weiss	2 Days	\$304.99	Fraction Wrkshp Grades 3-5
Sophia Williams	2 Days	\$346.86	Fraction Wrkshp Grades 3-5
Tammy Zaker	2 Days	\$470.61	Fraction Wrkshp Grades 3-5

B. MATHEMATICS WORKSHOP FOR GRADE 6 MATH PRACTICES AND PROCESS SERIES COURSE 2 – NTE 1 DAY (11/05/16) – F2103.131.007.2117

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Peter Carlo	1 Day	\$246.79	Grade 6 Math Practices & Process Series Course 2
Teresa Chandler	1 Day	\$352.72	Grade 6 Math Practices & Process Series Course

MATHEMATICS WORKSHOP FOR GRADE 6 MATH PRACTICES AND PROCESS SERIES COURSE 2 – NTE 1 DAY (11/05/16) – F2103.140.098.4317 (Continued)

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Colleen Caprio	1 Day	\$470.61	Grade 6 Math Practices & Process Series Course
Carrie Cino	1 Day	\$492.17	Grade 6 Math Practices & Process Series Course
Derek Frommert	1 Day	\$513.73	Grade 6 Math Practices & Process Series Course
Linus McDonough	1 Day	\$447.09	Grade 6 Math Practices & Process Series Course
Maria Murgia	1 Day	\$331.62	Grade 6 Math Practices & Process Series Course
Carrie Roeser	1 Day	\$470.61	Grade 6 Math Practices & Process Series Course

C. SOLID WORKS & MASTER CAM TRAINING SESSIONS – NFHS – DECEMBER 2016 – A2280.140.007

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Deanna Matsulavage	3 Days	\$266.93	Workshop Training Sessions
Edwin Maynard	1 Day	\$470.61	Workshop Training Session

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. SCHEDULE B

1. REVISION: CATARACT ELEMENTARY SCHOOL – K- 6 EXTENDED LEARNING TIME PROGRAM – NTE 20 HOURS – F2103.140.098.0317

REMOVE

Claudia Alex

ADD

Joanne Zimmerman

2. MY LEARNINGPLAN TURNKEY TRAINER PREPARATION – (11/01/16) – NTE 1 HOUR EACH – F2103.140.098.4317

Caterina Antonacci

Amy Beckett

Amy Burkestone

Amy Chiarella

Allen Cowart

Laura Kashishian

Christine Lodovico

Giannina Lucantoni-Slepian

Angela Manella

Kimberlee Maynard

Julie McIntyre

Ondarryle Morgan

Jerri Presutti

David St. Onge

Sunnie Ventry

Tammy Zaker

MY LEARNINGPLAN TURNKEY TRAINER PREPARATION – (11/15/16) – NTE 1 HOUR EACH – F2103.140.098.4317

Julia Conti

Katharine Guthrie

Christopher Murgia

Mary Kay Reygers

Tracy St. Onge

3. 79TH STREET EXTENDED LEARNING TIME PROGRAM – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0317

Robert Aulet

Janine Bellonte (Coordinator)

Sheila Chille

Elaine Dominguez

Pamela Garabedian

Lisa Graff

Lyndie Grant

Debra Olear (Coordinator)

Joni Orfano

Stephanie Polka

Jerri Presutti

David St. Onge

Yolanda Williamson

James Zacher

4. MAPLE AVENUE SCHOOL EXTENDED LEARNING TIME PROGRAM – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0117

Claudia Alex

Judith Conner

Kary Dobbs

Lisa Granieri

Romel Griggs

Marquetta Hunter

Trish LaSota

Angela Manella

Maria Martin

Ronni McGrath

Colleen Ponticello

Nancy Scirto

5. KALFAS MAGNET SCHOOL EXTENDED LEARNING TIME PROGRAM – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0317

Linda Johnson

Geraldine Koch

Thomas Filosofos

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. SCHEDULE B (Continued)

6. ADDITION: ELEMENTARY MATHEMATICS PROGRAM PILOT TEACHERS AFTER-SCHOOL TRAINING – NTE 1.5 HOURS EACH – F2103.140.098.4317

Raquela Aversa	Marisa D'Addario	Maria D'Antonoli	Chiara Durkin
Richard Evans	Joanne Joyce-Touchette	Patrina Leo	Allison Pasquantino
Beckie Richards	Cynthia Travis	Joanne Washcalus	

ADDITION: ELEMENTARY MATHEMATICS PROGRAM PILOT COACHES AFTER-SCHOOL TRAINING – NTE 10 HOURS EACH – F2103.140.098.4317

Janine Bellonte	Colleen Caprio	Carrie Cino	Sara Strangio
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7. FOCUS SCHOOL PLANNING HOURS – CATARACT – NTE 3 HOURS EACH – A2020.140.057

Lisa Malpica	Trish Rafferty
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8. AFTER-SCHOOL BAND CLUB – NIAGARA STREET SCHOOL – NTE 30 HOURS – NOVEMBER 7, 2016 – JUNE 23, 2017

Christina Custode

9. CPR/AED TRAINING FOR TEACHERS – TRC – (11/21/16 & 12/12/16) – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Matthew Leo

10. ADDITION: GRADES K-6 EXTENDED LEARNING TIME PROGRAM – CATARACT – NTE 18 HOURS

Kimi Watroba

11. SOCIAL STUDES 9-12 SOURCE BASED CLAIMS AND EVIDENCE WRITING WORKSHOP LEAD TEACHER – NFHS – NTE 2 HOURS – F2103.140.098.0317

Amy Chiarella

12. SOCIAL STUDES 9-12 SOURCE BASED CLAIMS AND EVIDENCE WRITING WORKSHOP TEACHERS – NFHS – NTE 3.75 HOURS EACH – F2103.140.098.0317

Amy Chiarella	Julia Conti	Dean Melson	Brian O'Donnell
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Erik Olander

13. ALGEBRA 1 CIRCLE OF LEARNING – NFHS – (11/29/16 – 2/28/17) – NTE 10 HOURS EACH EXCEPT WHERE NOTED – F2103.140.098.0317

Edward Ceccato	Bryan Devantier	Patti-Ann Gabriele	Fredia Hart-Cowart
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NTE 15 HOURS

Laurie Mettler	Karl Wagner	Michael White
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James Jeckovich

14. FOCUS SCHOOL GRANT – CATARACT – NTE 3 HOURS EACH – F2103.140.098.0317

Noelle Gaetano	Mary Kurek
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV.	<u>RECISION OF SCHEDULE C</u> <u>WINTER COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098</u>		
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	John Eagan	Assistant Modified Wrestling	\$3514 Step 1
V.	<u>SCHEDULE C</u> <u>ADDITION: WINTER SPORTS SUPPORT STAFF APPOINTMENTS – 2016-2017 SCHOOL YEAR - \$51.20/DAY – NTE 30 EVENTS – A2855.141.098</u>		
	Michele Pryor		
VI.	<u>APPOINTMENTS SCHEDULES D, E, F, G</u>		
A.	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 KALFAS – A2850.142.059</u>		
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>
	Thomas Filosofos	1.0	Basketball Club
	Linda Johnson	1.0	Book Club
	Geraldine Koch	1.0	Technology Club
B.	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 NFHS – CHAPERONES – \$40.33/EACH – A2020.137.045</u>		
	Melissa Briglio	Bryan Collins	Michelle Hudson
			Richard Slaiman
C.	<u>SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 CATARACT – A2850.142.057</u>		
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>
	Kenneth White	1.0	Basketball Club
VII.	<u>APPOINTMENTS SCHEDULES D, E, F, G</u>		
A.	<u>SCHEDULE E – LUNCH AND MORNING DUTY – 2016 – 2017 PM DUTY – CATARACT – NOVEMBER 2016 TO JUNE 2017 – A2103.146.057</u>		
	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>
	Philip Mohr	0.8	PM Duty
			\$918

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Barstys moved for approval of the following Personnel Report for Classified Staff, Items I through VIII. Bishop Dobbs seconded the motion.

I.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Christopher Cafarella R	<u>FROM:</u> Cleaner 8 Hours NFHS \$38,046 Step 4 w/Longevity A1623.167.045	<u>TO:</u> Porter Niagara Street \$40,447 Step 2 w/Longevity A1623.162.061	<u>EFFECTIVE DATE</u> October 31, 2016 (probationary period ends January 30, 2017)
	Dona Washington R	School Monitor Lunch 3 Hrs Abate \$13.26/hr. Step 3 w/Longevity C2080.176.056	Phys. Ed. Assoc. 5.5. Hrs. Abate \$14.35/hr. Step 1 w/Longevity A2164.171.056	November 21, 2016 (probationary period ends March 20, 2017)
II.	<u>PROVISIONAL APPOINTMENTS</u>			
	<u>NAME</u> Tina Panepinto R	<u>POSITION/LOCATION</u> School Office Support Clerk Central Office	<u>SALARY/ACCT. CODE</u> \$27,028 Step 1 (Pro-rated) A1430.164.004	<u>EFFECTIVE DATE</u> November 21, 2016
III.	<u>END OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u> Steven Belle	<u>POSITION/LOCATION</u> Part-time Cleaner Maintenance (Warren Hazel)	<u>SALARY/ACCT. CODE</u> \$10.30/hour Step 1 C2860.167.016	<u>EFFECTIVE DATE</u> October 11, 2016
	Christopher Cafarella	Porter Niagara Street (Vincent Ventry, Sr.)	\$40,447 Step 2 w/Longevity A1623.162.061	October 30, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. REVISED TEMPORARY APPOINTMENTS NAME

POSITION/LOCATION

SALARY/ACCT. CODE

EFFECTIVE DATE

Kelly Bancroft-Billings

Secretary I Maple (Judy Harris)
(Revised Location)

\$35,153 Step 1
A2020.164.060

Oct 17, 2016 –(until employee
returns – NTE June 30, 2017)

Teresa Mascaro

School Nurse (.6) (Tues – Thurs)
District-wide (Float for Christine Dobrasz)

\$39,713 Step 1 (.6) (Pro-rated)
A2815.167.098

(Sept 6, 2016 – Oct 26, 2016) &
(Oct 31, 2016 – NTE June 30,
2017; Tuesday – Thursday only)

V. TEMPORARY APPOINTMENTS NAME

POSITION/LOCATION

SALARY/ACCT. CODE

EFFECTIVE DATE

Alessandro Capilupi

Porter CEC (Vincent Ventry, Sr.)

\$37,613 Step 1 A1623.162.052

Oct 31, 2016 – Dec 31, 2016

Ronald Carr

Cleaner 7 Hours District-wide – (CEC (.6)
/CO (.4) (Alessandro Capilupi)

\$30,477 Step 1 A1623.167.052 (.6)
A1623.167.015 (.4)

October 31, 2016 –
December 31, 2016

Donna Sullivan

School Monitor Lunch 3 Hours
Abate (Dona Washington)

\$12.47/hour Step 2
C2080.176.056

November 21, 2016 –
March 20, 2017

VI. EXTENSION OF TEMPORARY APPOINTMENTS NAME

POSITION/LOCATION

SALARY/ACCT. CODE

EFFECTIVE DATE

Alesia Jones

Cleaner 7 Hours Maintenance
(Christopher Cafarella)

\$32,159 Step 2 w/Longevity
A1623.167.016

December 1, 2016 –
December 31, 2016

Shanika Jones

Cleaner 7 Hours Kalfas
(Garland Renford)

\$32,409 Step 2 w/Longevity
A1623.167.059

December 1, 2016 –
December 31, 2016

Patricia Kozlowski

Porter Hyde Park
(Rick Dumas)

\$39,397 Step 2
A1623.162.058

December 1, 2016 –
December 31, 2016

Maria McKean

Cleaner 7 Hours District-Wide
(Daniel Tunnicliff)

\$31,109 Step 2
A1623.167.016

December 1, 2016 –
December 31, 2016

Daniel Tunnicliff

Cleaner 8 Hours NFHS
(Christopher Cafarella)

\$36,996 Step 4
A1623.167.045

December 1, 2016 –
December 31, 2016

Kaylee Ulrich

Cleaner 7 Hours
Maintenance (District-wide)

\$31,109 Step 2
A1623.167.016

December 1, 2016 –
December 31, 2016

Vincent Ventry, Sr.

Custodian Niagara Street
(Richard Silvaroli)

\$51,424 Step 2 w/Longevity
A1623.162.061

December 1, 2016 –
December 31, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Julia Destino	Secretary I CEC (probationary)	Secretary I CEC	November 26, 2016

VIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Chantele Barber	School Monitor Lunch 3 Hours Hyde Park	Medical (without pay)	Sept 13, 2016 – Dec 22, 2016 (Revised Dates)
Christopher Cafarella	Cleaner 8 Hours NFHS	Other (to take other District position)	October 31, 2016 – January 30, 2017
Christine Dobrasz	School Nurse District-wide (Teresa Mascaro)	Personal (without pay)	(October 24, 2016 – October 26, 2016) & (October 31, 2016 – June 30, 2017; Tues – Thurs only)
Ellen McGuire-Argy	Library Associate 5.5 Hours GJ Mann	Personal (without pay)	November 28, 2016 – December 2, 2016
Tina Panepinto	Building Attendant Superintendent's Office	Other (to take other District position)	November 21, 2016 – November 20, 2017
Kimberly Rubin	School Monitor Lunch 3 Hours Hyde Park	FMLA (without pay)	October 7, 2016; November 4, 2016; November 14, 2016; and November 15, 2016
Dona Washington	School Monitor Lunch 3 Hours Abate	Other (to take other District position)	November 21, 2016 – March 20, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, and Mr. Cancemi

Nays: None

Abstention: Mr. Vilardo

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Petrozzi moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on October 6, 11, 13, 14, 17, 18, 19, 20, 21, 25, 26, 27, 2016 and November 1, 2, 4, 7, 8, 9, 10, 14, 2016 for the annual review of special education students and on September 16, 2016 and October 11, 18, 19, 20, 21, 25, 26, 27, 28, 2016 and November 1, 2, 3, 4, 8, 10, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 11/17/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Petrozzi moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on October 20, November 3 and 10, 2016 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 11/17/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Grand Tours 5355 Junction Road Lockport, NY 14094	Educational Travel to Washington, D.C.	\$10,583	May 17-19, 2017	Derek Frommert	Maria Massaro 10/27/16 Mark Laurie 10/27/16
2.	Allegheny Educational Systems, Inc. Robert Link 145 Sturbridge Lane Grand Island, NY 14072	Presentation	\$3,000 (\$750 per day)	December 3, 10, 17, 2016 January 26, 2017	Lynne Tompkins	Maria Massaro 11/2/16 Mark Laurie 11/2/16

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM RONCO SPECIALIZED, INC.

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, RONCO SPECIALIZED, INC. is donating a Smart Board to the District and

WHEREAS, is donating this equipment as a community partner with the School District; therefore, be it

**6.01 APPROVAL OF RECEIPT OF GIFT FROM RONCO SPECIALIZED, INC.
(cont'd.)**

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Smart Board with a value of \$1,000.00; and

RESOLVED, That the donation will be used in the District as a replacement Smart Board; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to RONCO SPECIALIZED, Inc., in care of Mr. Scott Strassburg; 84 Grand Island Boulevard, Tonawanda, NY 14150.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS COMPUTER SOLUTIONS, INC.

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Sirius Computer Solutions, Inc. has a Lenovo tablet, valued at \$1049; and

WHEREAS, The donation is to be used for the 2016 Literacy, Math and Technology Fair of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Lenovo tablet valued at \$1049.00; and

RESOLVED, That the donation be used for the District 2016 Literacy, Math and Technology Fair; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Sirius Computer Solutions, Inc., in care of Ms. Andrea Cellura, 700 Cross Keys Office Park, Suite 740, Fairport, NY 14450.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.03 ACCEPTANCE OF FUNDS FOR THE 2016-2017 NIAGARA FALLS TEACHER RESOURCE CENTER GRANT

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Regents have once again made available monies for the operation of the Teacher Resource Centers; and

WHEREAS, District staff submitted a plan to meet the objectives of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$44,261 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Niagara Falls Teacher Resource Center Grant; and

RESOLVED, That the grant award of \$44,261 be credited to Revenue Account F3289.810.17 Niagara Falls TRC; and

RESOLVED, That the money be expended in the following function/object codes:

Appropriation	Description	Amount
F2070.131.007.8117	Salary – Hourly	\$ 6,500
F2070.140.045.8117	Schedule B	10,236
F2070.149.007.8117	Substitutes	1,800
F2070.409.007.8117	Travel	2,290
F2070.425.007.8117	Purchase Services	9,500
F2070.540.007.8117	Supplies	10,689
F2070.802.096.8117	Certified Retirement	2,188
F2070.803.096.8117	FICA/Medicare	1,418
TOTAL		\$44,261

Revenue Code: F3289.810.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Niagara Falls Teacher Resource Center
3. Funding Source: The State Education Department
4. Total Budget: \$44,261
5. Total Staff: 0
6. Number of Clients Served: 550
7. Major Objectives:
 - To maximize the use of alternative instructional approaches which teacher use with children in order to improve children's acquisition of knowledge.
 - To enhance the professional growth of teachers and to make them knowledgeable about educational research and how this research may be used to improve instruction in their classrooms.

6.03 ACCEPTANCE OF FUNDS FOR THE 2016-2017 NIAGARA FALLS TEACHER RESOURCE CENTER GRANT (cont'd.)

- To improve the skills of teachers in curriculum writing and in the production of curricular materials.
- To train teachers in the use of computers and computer-related materials and make them aware of how this knowledge may help them both in the classroom and personally.
- To instruct teachers in the content areas of science, math, and computer and other technology but also in other content areas as needed in order to enhance their teaching in the classroom.
- To increase the number of sites available for teacher participation in professional learning and to expand the availability of professional materials for teachers in order that they may enhance their classroom instruction and personal and professional growth.

8. Outcomes:

- After participating in workshops on research-based instructional strategies and content, teachers will demonstrate increased knowledge and change their instructional practice.
- Teacher Center Study Groups and District Initiative workshops will offer teachers the opportunity to collaboratively learn new instructional strategies aimed at increasing student achievement.
- Teachers will be able to integrate more technology into classroom instruction.
- Teachers will use the Teacher Resource Center for the primary source of professional learning offerings and resource materials.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.04 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR DECEMBER 3, 2016

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, the goal of Math Solutions is to help teachers to support student learning through implementation of the NYS Common Core Standards for Mathematics; and

6.04 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR DECEMBER 3, 2016 (cont'd.)

WHEREAS, Participants will have an opportunity to strengthen their math content and pedagogical knowledge around the Common Core; and

WHEREAS, Math Solutions specialists in mathematics, will provide one (1) day of on-site professional development to District staff to increase Prep School teachers' capacity to increase student achievement in middle level mathematics; therefore be it

RESOLVED, That the Board of Education hereby approves the Contract with Math Solutions, a division of Houghton Mifflin Harcourt Inc., a copy of which is hereto attached which provides, among other things, for services to provide instructional coach and teacher professional development for one (1) day December 3, 2016 for an amount not to exceed \$4,950; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, that the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 17th day of November, 2016, by and between City School District of the City of Niagara Falls, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Math Solutions a division of Houghton Mifflin Harcourt, Inc., (hereinafter "Math Solutions").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name. The District hereby engages Math Solutions as an independent contractor and Math Solutions hereby accepts such engagement, to render to the District the services in implementing Common Core Standards for mathematics, subject to the terms and conditions hereinafter set forth.
2. Professional services and duties of the Name: Math Solutions shall provide and render to the District the following services:
 - a) Provide professional development for teachers in relation to Common Core- aligned mathematics curriculum and instructional strategies.
 - b) Design and deliver a custom course to specifications outlined by the NFCSD professional staff.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Math Solutions possesses a thorough knowledge of the Common Core Learning Standards and the Instructional Shifts embedded in the Standards and is therefore able to carry out the requirements of this service contract.

6.04 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR DECEMBER 3, 2016 (cont'd.)

3. Relationship Between the Parties. Math Solutions shall not be an employee of the District. Math Solutions is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this Agreement shall be solely and exclusively that of the independent contractor to perform only the services hereinbefore expressly set forth, in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation. Upon receipt of invoice, the District shall pay to Math Solutions for its services hereunder a sum not to exceed Four Thousand Nine Hundred Fifty Dollars (\$4,950) payable as follows: payable upon completion of service hereto before described. Payment check payable to the order of Math Solutions shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, Math Solutions shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Math Solutions and/or its subcontractor, if approved by the District shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Math Solutions and/or its subcontractor, if approved by the District, are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the Certificates. The Certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be **for one (1) day** December 3, 2016

8. Assignment: The services to be rendered by Math Solutions under this Agreement are unique and personal. Accordingly, Math Solutions party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Math Solutions
Houghton Mifflin Harcourt, Inc

President

City School District of the City of
Niagara Falls

President

6.04 APPROVAL OF CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES, BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND MATH SOLUTIONS, A DIVISION OF HOUGHTON MIFFLIN HARCOURT, INC., FOR DECEMBER 3, 2016 (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM DECEMBER 1, 2016 – JUNE 30, 2017

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The District requires support and guidance for data gathering, monitoring and NYSED Report completion for both the District Comprehensive Improvement Plan and seven School Comprehensive Education Plans; and

WHEREAS, A contract for consulting services with PLC Associates is need to provide said consultation; and

6.05 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM DECEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

WHEREAS, The contract will be for a term commencing December 1, 2016, and terminating June 30, 2017 for an amount not to exceed \$5,555.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves a contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing December 1, 2016 and terminating June 30, 2017 for an amount not to exceed \$5,555.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS 17th DAY OF November, 2016, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and PLC Associates, Pittsford, New York, 14534 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding Focus District and School improvement planning, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Focus District and School improvement planning, which services shall include, without limitation, the following:
 - a. Technical Assistance to building principals for collection of progress monitoring data and evidence related to implementation of school plans (SCEPS)
 - b. Technical assistance for completion of mandatory Quarterly Progress Reports for 7 Focus School plans and 1 District plan

6.05 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM DECEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

All of these functions shall be performed under the direction of the District. This consultant should possess a thorough knowledge NYSED mandates and the Diagnostic Tool for School and District Effectiveness and related activities.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to PLC Associates, a sum not to exceed \$5,555.00 to be paid in two (2) installments as follows: \$2,750.00 on January 31, 2017; and the balance of \$2,805.00 on June 30, 2017. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, PLC Associates.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 12/1/16 through 6/30/17, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the parties.

6.05 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THE DISTRICT AND SEVEN SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM DECEMBER 1, 2016 – JUNE 30, 2017 (cont'd.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT
DISTRICT

NIAGARA FALLS CITY SCHOOL

Penny Ciaburri, CEO
Board of Education

President

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, , to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this day of 2016, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent J. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.06 APPROVAL OF RESOLUTION AMENDING THE COMPOSITION OF THE COMMITTEE FORMED TO REVIEW FEASIBILITY OF SALE OF NAMING RIGHTS TO DISTRICT FACILITIES SO AS TO PROVIDE FOUR (4) MEMBERS OF THE BOARD AS MEMBERS OF THE COMMITTEE

Mr.Barstys moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, At its meeting of October 20, 2016, the Board formed a Committee to review the feasibility of selling naming rights for various facilities; and

WHEREAS, The Board provided for three (3) Board Members to be Members of the Committee together with the Superintendent of Schools, the Administrator of Human Resources, the Administrator for School Business Affairs and the School District Attorney; and

WHEREAS, The Board now is of the opinion that the Committee should be reconstituted to consist of four (4) Members of the Board of Education, the Superintendent of Schools, the Administrator for Human Resources, the Administrator for School Business Affairs, and the School District Attorney as a non-voting legal advisor; now therefore be it

RESOLVED, That the Board of Education hereby reconstitutes the Committee formed to review sale of naming rights of District facilities so as to consist of four (4) Members of the Board of Education, the Superintendent of Schools, the Administrator of Human Resources, the Administrator of School Business Affairs, and the School District Attorney as a non-voting legal advisor, which Committee is to be known as the Facility Naming Committee; and further

RESOLVED, That all other provisions of the Resolution of the Board approved at it's meeting on October 20, 2016, not herein deleted and/or modified, shall remain in full force and effect.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurrie
November 17, 2016

Thanked the Board for having recognition ceremonies. *Congratulations to all award recipients.*

Saturday, November 19, 2016, the Niagara Falls City School District, in collaboration with Niagara University, will again host the annual Literacy, Math, and Technology Fair from 11 a.m. to 2 p.m. at Niagara Falls High School.

Monday, November 21, 2016, Harry F. Abate will hold a Thanksgiving feast for its students. Teachers and staff will provide all the food and trimmings for the celebration. Many from the Niagara Falls Police Department have volunteered to assist with serving the children at this event.

Wednesday, November 23, 2016, Gaskill Prep School will hold a Turkey Trot.

Congratulations to teachers Ms. Ronni McGrath, Mr. Mike Johnson, Ms. Margaret Robideau, and Ms. AnnMarie Lodick, who participated in Upcycle Art project at City Hall.

Congratulations to Cataract Special Education teacher Phil Mohr Jr., who was one of the 12 under 40 who were recognized and honored by the Niagara Gazette and Leadership Niagara for their accomplishment in the community. He is known for his involvement in projects like Live NF and for his place as the program director for the Niagara Police Athletic League.

Happy Thanksgiving ...expression of gratitude for job and staff.

COMMENTS BY BOARD MEMBERS

Board members congratulated and commended award recipients and wished everyone a *Happy Thanksgiving*.

COMMENTS BY BOARD MEMBERS (cont'd.)

Board members wished Mrs. Dumas a happy belated birthday.

Board members thanked Mr. Laurie and staff for the work they do.

Mr. Cancemi thanked the Superintendent and fellow Board members for their support and ideas.

ADJOURNMENT

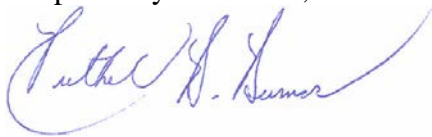
The Regular meeting was adjourned at 8:00 p.m. on the motion by Bishop Dobbs, seconded by Mr. Paretto in memory of the following who recently passed away. All present were in favor.

*Mrs. Mary B. Broda, former Aide

*Mrs. Georgia M. West, former employee

*Mrs. Stella Bartos, retired Board of Elections Machine Custodian

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

DECEMBER 2016 MEETINGS - MINUTES

DATE: December 8, 2016

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino (6:20 p.m.), Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: None

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Healthy Community Report – *Mr. Laurrie and Mr. Dan Stapleton*
- Jewish Family Service Center – *Mr. Laurrie/Mr. Peter Scott/Ms. Maria (Apple) Domingo*
- Smart Schools Bond Act Phase II – *Ms. Sprague/Mr. Smeal*
- Agenda Review – December 15, 2016 Regular Meeting – *Mr. Laurrie, Mrs. Dumas/Ms. Massaro*

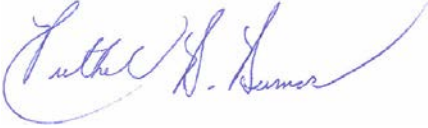
EXECUTIVE SESSION

At 7:50 p.m. a motion for Executive Session was made by Mr. Paretto for the purpose of discussing personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation and personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons or corporation. Mr. Jocoy seconded the motion. All present were in favor; motion carried unanimously. No action will be taken.

EXECUTIVE SESSION CONCLUDES/BRS RECONVENES AND ADJOURNS

Executive Session adjourned upon the motion of Mr. Paretto, seconded by Mr. Petrozzi. All present were in favor; motion carried unanimously. The Board Review Session was reconvened and adjourned at 8:40 p.m.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

DECEMBER 2016 MEETINGS - MINUTES

DATE: December 15, 2016

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 6:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Bishop Dobbs and Mr. Bass (*both excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- Update on APPR Plans – **Mr. Laurrie/Ms. Massaro**
- Agenda Review – December 15th Regular Meeting – **Mr. Laurrie /Mrs. Dumas/Ms. Massaro**
- AOBs – **Mr. Laurrie**

EXECUTIVE SESSION

At 5:34 p.m. a motion for Executive Session was made by Mr. Jocoy for the purpose of discussing personnel matters which may lead to the appointment/employment/promotion/assignment and transfer of a person, persons or corporation and/or demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation. Mr. Petrozzi seconded the motion. All present were in favor; motion carried unanimously by those present.

EXECUTIVE SESSION CONCLUDES/AGENDA REVIEW SESSION RECONVENES AND CONCLUDES

Executive Session adjourned upon the motion of Mr. Jocoy, seconded by Mr. Restaino. All were in favor; motion carried unanimously by those present. The Agenda Review Session was reconvened and concluded at 5:55 p.m.

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following as outstanding employees from GJ Mann Elementary School: Mr. Joseph Altobello, Porter; Ms. Johanna Bolender, Grade 6 teacher; and Ms. Maria Ganczewski, Classroom Associate in ESL.

ORAL COMMUNICATIONS – Public Comments

Mr. Kenneth Hamilton addressed the Board regarding Kalfas Magnet School and the possibility of changing the school's theme. He stated that 35 new refugees are expected to come to Niagara Falls and that this would be a great opportunity to change the theme of the school and make it an international school. He recalled having a good relationship with the late Henry Kalfas, the former principal of the school. He commented on the lineage of the members of the Board that were present and how most have a connection to their ancestors whom are mostly European. He stated that most African American children do not have that kind of connection. Kalfas' student body population is mostly a minority population. He encouraged the Board to consider being the leader in Western New York to reconnect a people who have been disconnected from their lineage to learn and connect through an International magnet school. Mr. Hamilton talked further about the benefits of having such a program and the pride it will instill in our children. He feels that Niagara Falls has an international setting for this type of school.

Mr. Dela'no Thompson concurred and supports the idea of internationalizing one of the District's schools. African American children are limited in knowing who they are; they know about slavery and civil rights. He asked the Board to consider the positive impact such a school would have on all groups of children and more importantly how it would change the expectation of our children to do greater things because of true experiences and having a connected lineage.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Jocoy seconded the motion.

October 2016 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #5

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #5. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$146,946.18 among the following fund, function, object, and location codes:

General Fund:	\$ 114,170.70
Special Aid Fund:	\$ 32,775.48
Cafeteria Fund:	\$ 0.00

The motion was approved unanimously by those present.

BID #17 AND MINI-BID #1 – RECYCLING & TRASH REMOVAL SERVICES

Mr. Petrozzi moved for approval of the following resolution on Approval of Bid #17 and Mini-Bid #1 – Recycling & Trash Removal Services. Mr. Jocoy seconded the motion.

WHEREAS, Funds were appropriated for School Apparel in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Recycling & Trash Removal Services - Bid No.17, Mini-Bid No. 1; and

WHEREAS, The two vendors for Area #32 – Niagara County per NYS OGS Award # 22760 were solicited on November 3,2016 with bid documents being mailed to both Modern Corp. and Waste Management; and

WHEREAS, Bids were publicly opened and read on November 17, 2016 and two properly executed bids were received; and

BID #17 AND MINI-BID #1 – RECYCLING & TRASH REMOVAL SERVICES (cont'd.)

WHEREAS, The NYS OGS has assigned this District Recycling & Trash Removal Services - Bid No.17, Mini-Bid No. 1, NYS OGS Mini-Bid No. PS916-9

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the following bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Amount</u>
Bid #17, Mini – Bid #1	Waste Management	Estimate in excess of \$110,000

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER’S REPORT

The Treasurer’s Report for October 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for December 2016 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Petrozzi moved for approval of the following Personnel Report for Certificated Staff, Items I through X. Mr. Restaino seconded the motion.

I. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Laura Burhart	Teacher Science (Regular Sub) GPS (Ronni McGrath)	4 months	December 22, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Kathleen DiLaura <u>S</u>	Teacher Speech 79 th St. (.8) NSS (.2) (Rakhi Kohli)	\$48,957 Step 2-40M A2256.133.065 (.8) A2256.133.071 (.2)	Revised Dates: Sept. 1, 2016 – June 30, 2017
Anargyros Halaris <u>S</u>	School Psychologist LPS (.8) 79 th Street (.2) (Bryan Rotella)	\$59,967 Step 3-60M A2820.133.050 (.8) A2820.133.065 (.2)	January 3, 2017 – June 30, 2017

III. REGULAR SUBSTITUTES – TRANSFERS

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATES</u>
Patricia Boisclair <u>S</u>	Teacher Science CEC (.5) \$25,673.50 Step 5-40M (pro-rated) A2127.130.052	Teacher Science LPS \$51,347 Step 5-40M (pro-rated) A2127.130.049 (Ronni McGrath)	January 3, 2017 – June 30, 2017
Bryan Rotella	School Psychologist LPS (.8) – A2820.133.050 79 th Street (.2) A2820.133.065 \$74,895 Step 9-90MM (Michael Lewis)	School Psychologist, Central Office \$74,895 Step 9-90MM F2250.138.006.0717(.60) A2820.133.007 (.25) F2103.138.007.6317(.15) (Michael Lewis)	January 3, 2017 – June 30, 2017

IV. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
John E. Eagan <u>S</u>	Teaching Assistant, NFHS (Cassandra Dicamillo-Slaiman)	\$31,801 A2103.149.097	Sept 19, 2016 – until TA returns NTE 6/30/17 (Converted on 12/15/16)
Richard Hoffman <u>R</u>	Teacher Math NFHS (Robert Touchette)	\$47,726 Step 1-30M A2103.149.097	September 7, 2016 – until teacher returns NTE 6/30/17 (Converted on 12/05/16)

V. TENURE APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Christina Asklar <u>R</u>	Teaching Assistant Niagara Street School	Teaching Assistant	December 20, 2016

VI. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Rakhi Kohli	Teacher Speech 79 th Street (.8) Niagara Street (.2)	Child-Rearing (without pay)	Revised Dates Sept. 1, 2016 – June 30, 2017
Michael Lewis	TSA as Director of CSE Central Office	Personal (without pay)	Nov. 28, 2016 – June 30, 2017 & July 1, 2017 – Nov. 27, 2017
Colleen Pascuzzi	Teacher Social Studies NFHS	Medical (without pay)	November 18, 2016 – November 30, 2016

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. PER DIEM			
A. FRACTIONS WORKSHOP FOR GRADES 3, 4, AND 5 – NTE 2 DAYS (11/19/16 & 01/07/17) – F2103.132.098.4317			
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Colleen Caprio	2 Days	\$470.61	Fraction Wrkshop Grades 3-5
Carrie Cino	2 Days	\$492.17	Fraction Wrkshop Grades 3-5
B. FRACTIONS WORKSHOP FOR GRADES 3, 4, AND 5 – NTE 1 DAY (01/07/17) – F2103.132.098.2117			
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Elizabeth Colangelo	1 Day	\$303.28	Fraction Workshop Grades 3-5
C. MATH & MOVEMENT: DEVELOPING FLUENCY THROUGH MOVEMENT – GRADE 2 MSP GRANT TEACHERS – NTE 1 DAY EACH (DECEMBER 3, 2016) – F2103.132.098.2117			
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Maria Ehde	1 Day	\$470.61	Math & Movement
Cheryl Johnson	1 Day	\$457.58	Math & Movement
Carol Kajfasz	1 Day	\$352.72	Math & Movement
Lynn Pasek	1 Day	\$470.61	Math & Movement
Nancy Sarkees	1 Day	\$470.61	Math & Movement
Kassie Sillett	1 Day	\$204.61	Math & Movement
Lisa Valvo	1 Day	\$470.61	Math & Movement
Jacqueline Vogt	1 Day	\$321.93	Math & Movement
D. MATH & MOVEMENT: DEVELOPING FLUENCY THROUGH MOVEMENT – GRADE 2 MSP GRANT TEACHERS – NTE 1 DAY EACH (DECEMBER 3, 2016) – F2103.132.098.4317			
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Janine Bellonte	1 Day	\$492.17	Math & Movement
Colleen Caprio	1 Day	\$470.61	Math & Movement
Carrie Cino	1 Day	\$492.17	Math & Movement
Sara Strangio	1 Day	\$321.93	Math & Movement
E. MATHEMATICAL PRACTICES AND PROCESS SERIES: PROBLEM SOLVING – DEVELOPING DISPOSITION, COMPETENCE, AND CONFIDENCE – GRADES 3 -5 – NTE 1 DAY EACH (DECEMBER 3, 2016) – F2103.132.098.2117			
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Steffany Critelli	1 Day	\$331.62	Mathematical Practices & Process Series

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. E.	<u>PER DIEM (Continued)</u>			
	<u>MATHEMATICAL PRACTICES AND PROCESS SERIES: PROBLEM SOLVING – DEVELOPING DISPOSITION, COMPETENCE, AND CONFIDENCE – GRADES 3 -5</u> <u>– NTE 1 DAY EACH (DECEMBER 3, 2016) – F2103.132.098.2117 (Continued)</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Marisa D'Addario	1 Day	\$470.61	Math. Practices & Process Series
	Melissa Doescher	1 Day	\$470.61	Math. Practices & Process Series
	Jessica Fronczak	1 Day	\$242.64	Math. Practices & Process Series
	Edward Kladke	1 Day	\$262.60	Math. Practices & Process Series
	Michael Montanaro	1 Day	\$240.58	Math. Practices & Process Series
	Sandra Peters	1 Day	\$470.61	Math. Practices & Process Series
	Daniel Weiss	1 Day	\$304.99	Math. Practices & Process Series
	Sophia Williams	1 Day	\$346.86	Math. Practices & Process Series
	Tammy Zaker	1 Day	\$470.61	Math. Practices & Process Series
F.	<u>GRADES 6 – 8 MATH – PREP SCHOOL MATH TEACHERS AND SPECIAL EDUCATION TEACHERS – NTE 1 DAY EACH (DECEMBER 3, 2016) F2103.132.098.2117</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Peter Carlo	1 Day	\$246.81	Prep Schl Math & Spec Ed Teachers
	Teresa Chandler	1 Day	\$352.72	Prep School Math Teachers & Special Education Teachers
	Anthony Kutis	1 Day	\$470.61	Prep School Math Teachers & Special Education Teachers
G.	<u>GRADES 6 – 8 MATH – PREP SCHOOL MATH TEACHERS AND SPECIAL EDUCATION TEACHERS – NTE 1 DAY EACH (DECEMBER 3, 2016) F2103.132.098.4317</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Derek Frommert	1 Day	\$513.76	Prep School Math Teachers & Special Education Teachers
	Anne Mardon	1 Day	\$470.61	Prep School Math Teachers & Special Education Teachers
	Linus McDonough	1 Day	\$447.07	Prep School Math Teachers & Special Education Teachers
	Andrea Merino	1 Day	\$470.61	Prep School Math Teachers & Special Education Teachers
	Scott Misterkiewicz	1 Day	\$325.76	Prep School Math Teachers & Special Education Teachers

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. PER DIEM (Continued)			
G. GRADES 6 – 8 MATH – PREP SCHOOL MATH TEACHERS AND SPECIAL EDUCATION TEACHERS – NTE 1 DAY EACH (DECEMBER 3, 2016) F2103.132.098.4317			
	<u>(Continued)</u>		
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>
	Maria Murgia	1 Day	\$331.62
	Carrie Roeser	1 Day	\$470.61
	Jocelyn Tourma	1 Day	\$299.13
	David Zona	1 Day	\$309.14
H. SPECIAL EDUCATION TRAINING FOR SELF-CONTAINED TEACHERS – JANUARY 7, 2017 – F2103.132.098.4317			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>
	Lisa Carruthers	1 Day	\$259.25
	Allen Cowart	1 Day	\$267.57
	Cheryl Meteer	1 Day	\$442.76
	Jaime Pero	1 Day	\$374.74
	Jordin Puzan	1 Day	\$204.61
	Kassie Sillett	1 Day	\$204.61
VIII. SCHEDULE B			
1. A. HOST PARENT WORKSHOPS – CATARACT – NTE 3 HOURS EACH – F2103.140.096.0117			
	Deborah Asklar	Ani Avdoian	Elizabeth Canada
	Lisa Malpica	Barbara Martin	Carrie Murray
	Diane Pati	Lisatta Reid	Sunnie Ventry
	Kimi Watroba		
B. HOST PARENT WORKSHOPS – CATARACT – NTE 6 HOURS EACH – F2103.140.096.0117			
	Christine Crooks	Dianne Havens	Lindsey Wrobel
C. HOST PARENT WORKSHOPS – CATARACT – NTE 25 HOURS EACH – F2103.140.096.0117			
	Noelle Gaetano	Mary Kurek	
2. CATARACT FOCUS SCHOOL REVISIONS – NTE 2 HOURS – F2103.140.098.0317			
	Lisa Malpica		
3. GPS INTRAMURAL PROGRAM – NTE 80 HOURS			
	Joseph Lozina		

Prep School Math Teachers &
Special Education Teachers
Prep School Math Teachers &
Special Education Teachers
Prep School Math Teachers &
Special Education Teachers
Prep School Math Teachers &
Special Education Teachers

Special Education Training
Special Education Training
Special Education Training
Special Education Training
Special Education Training
Special Education Training

Debrah Johnson
Mary Alice O'Donnell
Karrie Wagoner

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. SCHEDULE B (Continued)

4. LPS ACADEMIC / INFORMATIONAL NIGHT – NTE 2 HOURS EACH – F2103.140.098.0317 / F2103.140.050.0117

Lisa Adams-Dobrasz	Sylvia Bailey	Nicole Bilson	John Briglio
Eda Buzzelli	Kim Campana	Linda Cessna	Ashley Chambers
Marianne Clingersmith	Elizabeth Fagiani	Lauren Falsetti	Renwick Feagin
Maria Fiore	Angela Frommert	Monique Gazy	Megan Glasser
James Hutchinson	Robert Jagow	Timothy Johnson	Carol Joseph
Carleen Krysa	Christopher Kulbago	Jolene Lambert	Michael LeBlanc
Giannina Lucantoni-Slepian	Cassandra Lutey	Michael Mansour	Anne Mardon
Michael McGrath	Julie McIntyre	Nadezda Mease	Andrea Merino
Julia Meyers	Suzanne Miller	Maria Murgia	Laurel Nolan
Paula Placek	Bryan Rotella	Dawn Secic	Justin Speidel
Frank Strangio	Justine Tambroni	Mark Teoli	Joseph Tiberi
Andrew Touma	Jocelyn Touma	Rashad Williams	Edward Wisniewski
Peter Yarussi	Mary Pat Young	Amanda Zona	

5. (ADDITION TO 11/17/16 REPORT) MAPLE AVENUE AFTER SCHOOL BOOSTER PROGRAM – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0117

Amy Benjamin	Marre Campbell	Christina Custode	Terri Gregg
Mary Ann Kramer	Mary Ellen McKean	Colleen Ponticello	Christopher Robins
Thomas Sauvageau	Jessica Tower	Michele Walker	

6. ADULT EDUCATION COMMUNITY RECREATION AT NFHS – COORDINATOR – NTE 75 HOURS – A2102.140.096

Susan Ross

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 ABATE – A2850.142.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Elizabeth Colangelo	1.0	Basketball Club	\$552

B. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017 LPS – A2850.142.050

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Lisa Adams-Dobrasz	1.0	Walking Club	\$552
John Briglio	1.0	Positive Behavior Club	\$552
John Briglio	1.0	Art Club	\$552
Giannina Lucantoni-Slepian	1.0	Float Club	\$552
Edward Wisniewski	1.0	Robotics Club	\$552

*X. APPOINTMENTS SCHEDULES D, E, F, G

A. SCHEDULE E – LUNCH AND MORNING DUTY – 2016 – 2017 MORNING DUTY – NIAGARA STREET SCHOOL – SEPT TO JUNE – A2103.146.061

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Jessica Fortunate	.6	Lunch Duty	\$1775.40

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Petrozzi moved for approval of the following Personnel Report for Classified Staff, Items I through XII. Mr. Restaino seconded the motion.

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Secretary I Maple	\$35,153 Step 1 A2020.164.060	January 3, 2017

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Secretary II Maple	\$48,342 Step 4 w/Longevity A2020.164.060	January 2, 2017

III. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Judy Harris	Secretary I CSE Office	17 years 1 month	November 29, 2016
Kathy Stott	Assistant Cook 8 Hours Cataract	13 years 2 months	January 13, 2017
Catherine Virtuoso	Pre-K Associate 5.5 Hours Cataract	17 years 1 month	November 28, 2016

IV. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Christine Dobrasz	School Nurse, District-Wide	11 years 2 months	November 25, 2016
Tony Elrod	Physical Ed. Associate 6.5 Hours LPS	17 years 5 months	January 3, 2017
Lynn Emmick	Senior School Monitor 7 Hours LPS	18 years	December 6, 2016
Shereta Flournoy	Technology Associate 6 Hours Information Services	1 year 3 months	December 2, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

V.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Tad Golden R	<u>FROM:</u> Cleaner 7 Hours Maintenance \$32,373 Step 4 A1623.167.016	<u>TO:</u> General Laborer Maintenance \$41,310 Step 1 A1625.162.016	<u>EFFECTIVE DATE</u> Dec. 19, 2016 (probationary period ends March 18, 2017)
	Michele Joyal R	Cleaner 7 Hours, GJ Mann \$33,423 Step 4 w/Long. A1623.167.067	General Laborer, Maintenance \$42,360 Step 1 w/Long A1625.162.016	Dec 19, 2016 (probationary period ends March 18, 2017)
VI.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Angela Wagner R	<u>POSITION/LOCATION</u> Pre-K Associate 5.5 Hours Abate (Revised from Pre-K 3 Position)	<u>SALARY/ACCT. CODE</u> \$13.46/hr. Step 1 F2510.177.056.3117	<u>EFFECTIVE DATE</u> September 1, 2016 – (probationary period ends December 31, 2016)
VII.	<u>TEMPORARY APPOINTMENTS - REVISED</u>			
	<u>NAME</u> Beverly Bradley	<u>POSITION/LOCATION</u> Assistant Cook 8 Hours Niagara Street (Carolyn Rick)	<u>SALARY/ACCT. CODE</u> \$16.14/hr. Step 2 C2080.167.061	<u>EFFECTIVE DATE</u> Revised Dates: Sept 1, 2016 – Jan 31, 2017
	Katherine Luero	Asst. Child Care Associate 6 Hrs Cataract (Tina Ryan)	\$12.50/hr. Step 1 A2252.173.057	Revised Dates: Sept 7, 2016 – Feb 28, 2017
	Carolyn Rick	Cook 8 Hours Niagara Street (Roseanne Avojan)	\$19.24/hr. Step 1 w/Longevity C2080.167.061	Revised Dates: Sept 1, 2016 – Jan 31, 2017
VIII.	<u>EXTENSION OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u> Alessandro Capilupi	<u>POSITION/LOCATION</u> Porter, CEC (Vincent Ventry, Sr.)	<u>SALARY/ACCT. CODE</u> \$37,613 Step 1 A1623.162.052	<u>EFFECTIVE DATE</u> January 1, 2017 – January 31, 2017
	Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6)/A1623.167.015 (.4)	January 1, 2017 – January 31, 2017
	Alesia Jones	Cleaner 7 Hours, Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	January 1, 2017 – January 31, 2017
	Shanika Jones	Cleaner 7 Hours Kalfas (Garland Renford)	\$32,409 Step 2 w/Longevity A1623.167.058	January 1, 2017 – January 31, 2017
	Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	January 1, 2017 – January 31, 2017
	Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	January 1, 2017 – January 31, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII.	<u>EXTENSION OF TEMPORARY APPOINTMENTS (Continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	January 1, 2017 – January 31, 2017
	Kaylee Ulrich	Cleaner 7 Hours Maintenance (District-wide) (Patricia Kozlowski)	\$31,109 Step 2 A1623.167.016	January 1, 2017 – January 31, 2017
IX.	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	January 1, 2017 – January 31, 2017
	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Laura Skalski	Secretary II NFHS A2020.164.045	Secretary II Maple A2020.164.060	January 3, 2017
X.	<u>CHANGE OF STATUS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Tina Bailor	Pre-K Associate 5.5 Hrs. Kalfas (probationary)	Pre-K Associate 5.5 Hrs. Kalfas	January 1, 2017
	Maxine Casey	School Monitor Lunch 3 Hours GJ Mann (probationary)	School Monitor Lunch 3 Hours GJ Mann	January 1, 2017
	Christine DeMartino	Pre-K Associate 5.5 Hrs. Kalfas (probationary)	Pre-K Associate 5.5 Hrs. Kalfas	January 1, 2017
	Rachel Denitto	School Monitor Lunch 3 Hours Hyde Park (probationary)	School Monitor Lunch 3 Hours Hyde Park	January 1, 2017
	Gail Favalaro	School Monitor Lunch 3 Hours Abate (probationary)	School Monitor Lunch 3 Hours Abate	January 1, 2017
	Jessica Hoy	Pre-K Associate 5.5 Hours 79 th Street (probationary)	Pre-K Associate 5.5 Hours 79 th Street	January 1, 2017
	Patricia Kline	School Monitor Lunch 3 Hours LPS (probationary)	School Monitor Lunch 3 Hours LPS	January 1, 2017
	Ellen McGuire-Argy	Library Associate 5.5 Hours GJ Mann (probationary)	Library Associate 5.5 Hours GJ Mann	January 1, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. CHANGE OF STATUS (Continued) NAME

	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Tyrell McKinnon	Technology Associate 6 Hours Information Services (temporary)	Technology Associate 6 Hours Information Services (provisional)	December 19, 2016
Latrice Powell	Special Education Assoc. 5.5 Hrs. Hyde Park (probationary)	Special Education Assoc. 5.5 Hrs. Hyde Park	January 1, 2017
Roberta Rubin	Health Associate 6 Hours Niagara Street School (probationary)	Health Associate 6 Hours Niagara Street School	January 1, 2017
Alicia Smith	Asst. Child Care Assoc. 6 Hours NFHS (probationary)	Asst. Child Care Assoc. 6 Hours NFHS	January 1, 2017
Dawn Veres	Pre-K Associate 5.5 Hours Hyde Park (probationary)	Pre-K Associate 5.5 Hours Hyde Park	January 1, 2017
Angela Wagner	Pre-K Associate 5.5 Hrs. Abate (probationary)	Pre-K Associate 5.5 Hrs. Abate	January 1, 2017
Juliette Willis	Library Associate 5.5 Hours Hyde Park (probationary)	Library Associate 5.5 Hours Hyde Park	January 1, 2017

XI. LEAVE OF ABSENCE NAME

	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Roseanne Avojan	Cook 8 Hours Niagara Street School	Medical (without pay)	Revised Dates: Sept 1, 2016 – Jan 31, 2017
Tad Golden	Cleaner 7 Hours Maintenance	Other (to take other District Position)	Dec 19, 2016 – March 18, 2017
Michele Joyal	Cleaner 7 Hours GJ Mann	Other (to take other District Position)	Dec 19, 2016 – March 18, 2017
Robin Kayser	Pre-K Associate 5.5 Hours GJ Mann	Personal (without pay)	November 16, 17, 18, and 21, 2016
Crayuana Page	Pre-K Associate 5.5 Hours Abate	Medical (without pay)	Dec 5, 2016 – February 3, 2017
Regina Walker	Physical Education Assoc. 7 Hrs. NFHS	Medical (without pay)	September 16, 2016 – December 5, 2016

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XII. ADDITIONAL HOURS

A. LPS ACADEMIC / INFORMATIONAL NIGHT – NTE 2 HOURS EACH – F2103.177.050.0117

Louisa Fasciano Karen House Marchica Robinson Elizabeth York

B. EXTENDED DAY PROGRAM – MAPLE AVENUE SCHOOL – NTE 20 HOURS EACH

Linda Barauskas Terri Sorg

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Committee on Special Education met on November 2, 8, 10, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 2016 and December 1, 2, 5, 7, 8, 9, 2016 for the annual review of special education students and on November 1, 3, 14, 16, 18, 21, 22, 23, 28, 29, 30, 2016 and December 1, 2, 5, 7, 2016 to review and initiate the placement of students with disabilities.

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 12/15/16, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, The Committee on Pre-School Special Education met on November 17, 18, 29 and December 1 and 8, 2016 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 12/15/16, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Jon Gatto, The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	\$50 per hour for 6 hours = \$300	October 18, 20, 2016	Karen Waugaman	Maria Massaro 12/5/16 Mark Laurrie 12/5/16
2.	Jon Gatto, The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	\$50 per hour for 3 hours = \$150	October 25, 2016	Karen Waugaman	Maria Massaro 12/5/16 Mark Laurrie 12/5/16
3.	Jon Gatto, The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	\$50 per hour for 3 hours = \$150	October 27, 2016	Karen Waugaman	Maria Massaro 12/6/16 Mark Laurrie 12/6/16
4.	Jon Gatto, The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop	\$50 per hour for 6 hours = \$300	November 1, 3, 2016	Karen Waugaman	Maria Massaro 12/6/16 Mark Laurrie 12/6/16
5.	Dorothy Counts-Scoggins	Speaker for MLK, Jr. Celebration	\$1,000	January 18, 19, 2017	Judie Glaser	Maria Massaro 12/7/16 Mark Laurrie 12/7/16
6.	Reverend Eugene Copelin Project LEE PO Box 392 Buffalo, NY 14205	Seminar	\$250 per week - 2 hrs. per wk. 245 hrs. total \$6,000	Parent Engagement and Partnerships Days	Cynthia Jones	Maria Massaro 12/7/16 Mark Laurrie 12/7/16
7.	High Ocean 2330 Niagara Street Niagara Falls, NY 14303	Impartial Hearing Settlement	NTE \$6,000 (\$240.00/day)	November 16, 2016 - December 22, 2016	Cheryl Meteer	Maria Massaro 12/15/16 Mark Laurrie 12/15/16

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM FIRST BOOK THROUGH THE NIAGARA FALLS TEACHERS UNION LOCAL 801

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, First Book is a nonprofit social enterprise that provides new books, learning materials, and other essentials to children in need; and

WHEREAS, Since their founding in 1992, First Book has distributed more than 150 million books and educational resources to programs and schools serving children from low-income families; and

WHEREAS, The Niagara Falls Teachers Union was granted approximately 1,500 books for the Niagara Falls City School District; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept this donation to the Niagara Falls City School District; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to First Book, 1319 F St., NW, Suite 1000, Washington, DC 20004, and to the Niagara Falls Teachers Union Local 801, 800 Main Street, Suite 1A, Niagara Falls, NY 14301.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.02 APPROVAL TO ESTABLISH A RETIREMENT CONTRIBUTION RESERVE FUND

Mr. Jocoy moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Section 6-r of General Municipal Law authorizes the governing board of school districts to establish a retirement contribution reserve fund; and

WHEREAS, The Board of Education desires to mitigate the impact to taxpayers that any future increases in the contribution rates charged by the New York State Employees' Retirement System may have; and

6.02 APPROVAL TO ESTABLISH A RETIREMENT CONTRIBUTION RESERVE FUND (cont'd.)

WHEREAS, The Board of Education wishes to establish a retirement contribution reserve fund to cover a portion of the amount of the District's future liability for employer contributions to the New York State Employees' Retirement System, therefore, be it

RESOLVED, That the Board of Education hereby directs the establishment of a retirement contribution reserve fund and to allocate \$774,265 of District surplus into said fund that may be available for future District contribution obligations to the New York State Employees' Retirement System (ERS) and be it further

RESOLVED, That said resolution take effect immediately.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.03 APPROVAL TO REAFFIRM THE SCHOOL TAX INCOME LIMITS FOR THE OVER 65 EXEMPTION FOR SCHOOL PROPERTY TAXES

Mr. Restaino moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District allows for an exemption of assessed valuation to resident homeowners over the age of sixty-five; and

WHEREAS, The exemption is based on the total household income of the resident; and

WHEREAS, The application for exemption must be made each year; and

WHEREAS, The applicant for exemption is disqualified if there is a child residing in the household attending public school; and

WHEREAS, The District has determined that it periodically review the income limits, therefore, be it

RESOLVED, That the Board of Education approve the following Income Limits and Percentage of Exemption:

\$13,500 or less.....	50% exemption
More than \$13,500, Less than \$14,100.....	45% exemption
More than \$14,100, Less than \$14,700.....	40% exemption
More than \$14,700, Less than \$15,300.....	35% exemption
More than \$15,300, Less than \$15,900.....	30% exemption
More than \$15,900, Less than \$16,500.....	25% exemption
More than \$16,500, Less than \$17,100.....	20% exemption

6.03 APPROVAL TO REAFFIRM THE SCHOOL TAX INCOME LIMITS FOR THE OVER 65 EXEMPTION FOR SCHOOL PROPERTY TAXES (cont'd.)

and be it further

RESOLVED, That the approved Income Limits and Exemption Percentages be forwarded to the Assessor of the City of Niagara Falls to be used to determine the tax liability of City Residents.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.04 APPROVAL OF FILING OF PROPOSED DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN – PHASE II, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (DECEMBER 16, 2016 – JANUARY 15, 2017)

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The State of New York enacted the Smart School Bond Act to enhance educational technology and infrastructure to improve learning and opportunity for students throughout the State; and

WHEREAS, The Smart Schools Bond Act requires Boards of Educations within the State to adopt a draft investment proposal for public comment and public hearing; and

WHEREAS, A Committee appointed by the Superintendent reviewed and drafted the Smart Schools Investment Plan in accordance with the laws and regulations; and

WHEREAS, The Smart Schools Investment Plan, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, A public hearing on the proposed Smart Schools Investment Plan – Phase II, is required for the participation of school personnel, parents and interested parties prior to its adoption; now, therefore, be it

RESOLVED, that the Board of Education receive the proposed Smart Schools Investment Plan, and be it further

RESOLVED, that the Smart Schools Investment Plan, be filed in the District Clerk's office for public comment on December 16, 2016, and remain on file for at least 30 days prior to approval by the Board; and be it further

6.04 APPROVAL OF FILING OF PROPOSED DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN – PHASE II, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (DECEMBER 16, 2016 – JANUARY 15, 2017) (con't.)

RESOLVED, that a public hearing be held on **January 26, 2017** at the **Administration Building at 630 66th Street**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) – (**see Attachment 1**) as required and necessary to advise the public of the availability of the proposed Smart Schools Investment Plan – Phase II in the District Clerk's office as of Friday, December 16, 2016, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **January 26, 2017**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

(Attachment 1)

**CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS NEW YORK**

**NOTICE OF PUBLIC HEARING
ON THE DISTRICT'S**

SMART SCHOOLS INVESTMENT PLAN – PHASE II

NOTICE IS HEREBY GIVEN that a **Public Hearing** will be held on **Thursday, January 26, 2017**, beginning at **6:45 p.m.** at **Niagara Falls School District Central Administration Building, 630 66th Street**, Niagara Falls, New York, to provide school personnel, parents, students and other interested parties an opportunity to comment on the proposed Smart Schools Investment Plan – Phase II prior to its adoption.

TAKE FURTHER NOTICE that a Draft Copy of the Smart Schools Investment Plan – Phase II draft proposal developed in collaboration with teachers, administrators, parents, non-public schools representatives, and community members is on file for review in the **School District Clerk's office, 630 – 66th Street Central Administration Office, Niagara Falls, New York**. Plan can also be viewed on the District's website "www.nfschools.net."

Ruthel D. Dumas
Clerk of the Board of Education
City School District of the City of
Niagara Falls, New York

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.05 ACCEPTANCE OF FUNDS FOR THE COMMUNITY SCHOOLS GRANT INITIATIVE (CSGI)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The City of Niagara Falls City School District continuously seeks new and innovative ways to support student learning through the integration of community-sourced services; and

WHEREAS, The New York State Education Department has recognized this desire and has supported the initiative with the awarding of a grant to provide varied community-sourced services supporting students within Niagara Falls High School; and

WHEREAS, District staff has met and formulated an application to meet the guidelines of the fundor; and

WHEREAS, Official notification of approval of the application and award in the amount of \$500,000.00 with \$162,522.00 allocated for the 2016-2017 school year has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the Community Schools Grant Initiative (CSGI) grant; and

RESOLVED, That the grant award for the 2016-2017 school year of \$162,522.00 be credited to Revenue Account F3289.600.17 Community Schools Grant Initiative (CSGI) grant; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Appropriation</u>	<u>Description</u>	
F2103.133.045.6017	Schools Coordinator	\$59,972
F2103.404.007.6017	Contractual	69,000
F2103.540.007.6017	Supplies	500
F2103.409.007.6017	Travel	500
F2103.802.096.6017	TRS Retirement	8,474
F2103.803.096.6017	FICA/Medicare	4,587
F2103.804.096.6017	Worker Comp	1,215
F2103.806.096.6017	Unemployment	208
F2103.806.096.6017	Health Insurance	18,066
TOTAL		\$162,522

Revenue Code: F3289.600.17

ABSTRACT

1. School District: City of Niagara Falls City School District, New York
2. Title of Project: Community Schools Grant Initiative (CSGI)
3. Funding Source: New York State Education Department
4. Total Budget: \$500,000; 2016-2017: \$162,522
5. Total Staff: 1.0 FTE
6. Number of Students Eligible for Service: 1958
7. Major Objective:
Provide varied community-sourced programming and interventions targeted to high schools students to increase capacity for positive academic outcomes.

6.05 ACCEPTANCE OF FUNDS FOR THE COMMUNITY SCHOOLS GRANT INITIATIVE (CSGI) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.06 ACCEPTANCE OF FUNDS FOR TITLE I A & D IMPROVEMENT OF ACADEMIC ACHIEVEMENT

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, ESEA Title I funds provide compensatory education programs for schools serving students with academic deficits; and

WHEREAS, District staff has met and formulated a consolidated application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$3,058,687 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2016-2017 ESEA Title I Grant; and

RESOLVED, That the grant award of \$3,058,687 be credited to Revenue Account F4126.010.17 ESEA Title I Grant; and

RESOLVED, That the money be expended in the following function/object codes:

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
15	F2103.132.098.0117	SUMMER (PER DIEM)		\$10,000
15	F2103.133.045.0117	TEACHER-NFHS	3.50	\$324,418
15	F2103.133.050.0117	TEACHER-LPS	2.50	\$96,513
15	F2103.133.056.0117	TEACHER - ABATE	2.00	\$156,929
15	F2103.133.059.0117	TEACHER-KALFAS	1.00	\$98,434
15	F2103.133.061.0117	TEACHER - NSS	1.00	\$61,636
15	F2103.133.065.0117	TEACHER - 79TH	1.00	\$68,541
15	F2103.133.067.0117	TEACHER - MANN	2.00	\$187,511
15	F2103.133.058.0117	TEACHER – HYDE PARK	1.00	65,152
15	F2103.140.098.0117	SCHEDULE B		\$75,007
15	F2103.143.056.0117	PEP TA - ABATE	2.00	\$63,602
15	F2103.143.057.0117	PEP TA - CATARACT	1.50	\$47,702
15	F2103.143.058.0117	PEP TA - HP	3.00	\$95,403
15	F2103.143.059.0117	PEP TA - KALFAS	2.00	\$63,602
15	F2103.143.060.0117	PEP TA - MAPLE	2.00	\$63,602

6.06 ACCEPTANCE OF FUNDS FOR TITLE I A & D IMPROVEMENT OF ACADEMIC ACHIEVEMENT (cont'd.)

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
15	F2103.143.061.0117	PEP TA - NIAG STR	4.00	\$127,204
15	F2103.143.065.0117	PEP TA - 79TH	1.00	\$31,801
15	F2103.143.067.0117	PEP TA - MANN	1.00	\$31,801
15	F2103.149.098.0117	SUBSTITUTES DIST-WIDE		\$15,000
16	F2103.164.007.0117	SECRETARY	0.50	\$23,785
16	F2103.171.067.0117	CLASS HRLY MANN	1.00	\$17,156
40	F2103.404.098.0117	PURCHASE SERVICES - DIST-WIDE		\$312,020
46	F2103.409.007.0117	TRAVEL - DISTRICTWIDE STAFF		\$12,000
45	F2103.540.007.0117	SUPPLIES-VARIOUS DISTRICT-WIDE		\$139,467
80	F2103.800.096.0117	ERS		\$549
80	F2103.802.096.0117	TRS		\$747
80	F2103.803.096.0117	SOCIAL SECURITY		\$753
TOTAL DISTRICT F0117			32.00	\$2,190,335
15	F2103.138.007.0117	TSA - DISTRICTWIDE	0.77	\$136,371
15	F2103.138.045.0117	TSA - NFHS	2.00	\$188,244
15	F2103.138.049.0117	TSA - GPS	0.99	\$80,955
15	F2103.138.050.0117	TSA - LPS	0.50	\$80,223
15	F2103.138.056.0117	TSA - ABATE	0.71	\$61,366
15	F2103.138.057.0117	TSA - CATARACT	0.50	\$34,487
15	F2103.138.060.0117	TSA - MAPLE	0.50	\$46,626
15	F2103.138.061.0117	TSA - NSS	0.50	\$46,246
15	F2103.138.067.0117	TSA - MANN	0.50	\$47,061
TOTAL F0117 - INSTRUCTIONAL TSA			7.24	\$723,659
15	F2103.140.045.0117	PI SCHEDULE B - NFHS		\$2,226
15	F2103.140.056.0117	PI SCHEDULE B - ABATE		\$716
15	F2103.140.057.0117	PI SCHEDULE B - CATARACT		\$597
15	F2103.140.059.0117	PI SCHEDULE B - KALFAS		\$1,093
15	F2103.140.061.0117	PI SCHEDULE B - NIAG ST		\$800
15	F2103.140.065.0117	PI SCHEDULE B - 79TH		\$382
16	F2103.168.007.0117	CLASS/CLERICAL OVERTIME DIST/PARENT		\$1,200
16	F2103.177.056.0117	PI ASSOC - ABATE		\$498
16	F2103.177.061.0117	PI ASSOC - NIAG ST		\$1,000
16	F2103.177.057.0117	PI ASSOC - CATARACT		\$952
16	F2103.177.058.0117	PI ASSOC - HYDE PARK		\$551
16	F2103.177.059.0117	PI ASSOC - KALFAS		\$100
16	F2103.177.060.0117	PI ASSOC - MAPLE		\$218
16	F2103.177.067.0117	PI ASSOC - GJ MANN		\$526
40	F2103.429.045.0117	PI OUTSIDE SERV - NFHS		\$1,000
40	F2103.429.074.0117	PI OUTSIDE SERV-NIAG CATH		\$105
40	F2103.429.079.0117	PI OUTSIDE SERV-CATH ACADEMY		\$170
40	F2103.429.098.0117	PI P & P DINNER		\$5,000
45	F2103.544.007.0117	PI SUPPLY DIST-WIDE		\$0
45	F2103.544.045.0117	PI SUPPLY - NFHS		\$3,044

6.06 ACCEPTANCE OF FUNDS FOR TITLE I A & D IMPROVEMENT OF ACADEMIC ACHIEVEMENT (cont'd.)

FS-10	ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
45	F2103.544.049.0117	PI SUPPLY - GASKILL		\$2,437
45	F2103.544.050.0117	PI SUPPLY - LASALLE PREP		\$2,390
45	F2103.544.056.0117	PI SUPPLY - ABATE		\$1,465
45	F2103.544.057.0117	PI SUPPLY - CATARACT		\$498
45	F2103.544.058.0117	PI SUPPLY - HYDE PARK		\$1,530
45	F2103.544.059.0117	PI SUPPLY - KALFAS		\$745
45	F2103.544.060.0117	PI SUPPLY - MAPLE		\$1,056
45	F2103.544.061.0117	PI SUPPLIES - NIAG ST		\$858
45	F2103.544.065.0117	PI SUPPLY - 79TH		\$1,391
45	F2103.544.067.0117	PI SUPPLY - GJ MANN		\$995
45	F2103.544.098.0117	PI SUPPLY - P&P		\$7,000
TOTAL F0117- PARENT INVOLVEMENT				\$72,160
15	F2103.425.074.0117	NIAGARA CATHOLIC TCHR – AP	0.92	\$23,493
15	F2103.425.079.0117	Catholic Acad TCHR-(AP)SKOT/NEUN	1.00	\$15,227
15	F2103.425.083.0117	CHRISTIAN ACAD - N T SCHOOLS	0.30	\$4,786
15	F2103.425.084.0117	CHRIST THE KING		\$435
15	F2103.425.088.0117	ST PETERS		\$2,175
15	F2103.425.089.0117	ST JOHN LUTHERN	0.90	\$2,175
15	F2103.425.090.0117	HOLY GHOST TEACHER (AP)	0.29	\$3,916
40	F2103.404.078.0117	CANISIUM HIGH SCHOOL		\$2,175
40	F2103.404.081.0117	STANLEY FALK SCHOOL		\$2,175
40	F2103.429.074.0117	NIAGARA CATHOLIC – POSTAGE		\$313
45	F2103.540.075.0117	PI SUPPLY – STELLA NIAG.		\$2,610
45	F2103.540.076.0117	PI SUPPLY – SUMMIT EDU.		\$435
45	F2103.540.077.0117	CANTALICIAN CENTER		\$3,481
TOTAL F0117 - NON-PUBLIC			3.41	\$72,533
GRAND TOTAL ALL AREAS F0117			42.65	\$3,058,687
REVENUE CODE: F4126.010.17				

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: ESEA Title I
3. Funding Source: ESEA Title I
4. Total Budget: \$3,058,687
5. Total Staff: 42.65
6. Number of Clients Served: 7,000
7. Major Objectives/Activities/Evaluation:

The purpose of the supplementary services provided under Title I is to improve the opportunities of such children by helping them succeed in the regular school program, attain proficiency, and improve achievement in basic and more advanced skills.

Results from performance based assessments in Mathematics and Language Arts will be used to identify students who may be at-risk.

6.06 ACCEPTANCE OF FUNDS FOR TITLE I A & D IMPROVEMENT OF ACADEMIC ACHIEVEMENT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.07 ACCEPTANCE OF FUNDS FOR TITLE IIA, TEACHER/PRINCIPAL TRAINING & RECRUITMENT

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, ESEA Title II-A Grant funds the creation of instructional coaches that supports the development and training of teachers. It also supports professional development initiatives related to increased academic achievement for all students; and

WHEREAS, District staff has met and formulated a consolidated application to meet the guidelines of the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$699,417 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 ESEA Title II-A Grant; and

RESOLVED, That the grant award of \$699,417 be credited to Revenue Account F4289.430.17 ESEA Title II-A Grant; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2103.132.098.4317	PER DIAM	\$4,000
F2103.138.007.4317	TSA – ADMINISTRATION	\$68,541
F2103.138.045.4317	TSA – NFHS	\$96,695
F2103.138.049.4317	INST. COACH - TSA GPS	\$33,162
F2103.138.057.4317	INST. COACH TSA – CATARACT	\$47,061
F2103.138.058.4317	INST. COACH TSA - HYDE PARK	\$77,879
F2103.138.059.4317	INST. COACH TSA – KALFAS	\$85,355
F2103.138.060.4317	INST. COACH - TSA MAPLE	\$37,649
F2103.138.061.4317	INST. COACH - TSA NIAGARA ST	\$49,217
F2103.138.065.4317	INST. COACH - TSA - 79TH	\$76,592
F2103.138.067.4317	INST. COACH - TSA - MANN	\$49,217
F2103.140.098.4317	DISTRICT-WIDE SCH B	\$10,968
F2103.140.098.4317	SUBSTITUTES – DIST. WIDE	\$68
F2103.404.007.4317	PRO DEVEL - DISTWIDE	\$7,999
F2103.404.074.4317	PRO DEVEL -NIAG CATHOLIC	\$2,000

6.07 ACCEPTANCE OF FUNDS FOR TITLE IIA, TEACHER/PRINCIPAL TRAINING & RECRUITMENT (cont'd.)

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2103.404.084.4317	PRO DEVEL – CHRIST THE KING	1,001
F2103.409.074.4317	TRAVEL-NIAG CATHOLIC	\$18,566
F2103.409.079.4317	TRAVEL - CATHOLIC ACADEMY	\$9,347
F2103.425.074.4317	TEACH/ADMIN/SUBS NIAGARA CATHOLIC (A/P)	\$6,000
F2103.425.079.4317	TEACH/ADMIN/SUBS CATHOLIC ACADEMY (A/P)	\$12,680
F2103.425.084.4317	TEACH/ADMIN/SUBS CHRIST THE KING (A/P)	\$900
F2103.540.007.4317	SUPPLIES: DISTRICT WIDE	\$1,000
F2103.540.074.4317	SUPPLIES: NIAGARA CATHOLIC	\$3,000
F2103.540.079.4317	SUPPLIES: CATHOLIC ACADEMY	\$520
GRAND TOTAL		\$699,417

Revenue Code: F4289.430.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: ESEA Title II-A
3. Funding Source: NYS Education Department
4. Total Budget: \$699,417
5. Total Staff: 10 Instructional
6. Number of Clients Served: 7,000 students
- 7-9 . Major Objectives/Activities/Evaluation:
 - Funds will be used for expansion and improvement of in-service training or retraining of teachers and other appropriate school personnel in both public and non-public schools.
 - In-service workshops will be the major activities.
 - Rosters, agendas and locally-designed workshop evaluation forms and new curriculum guides will be outcomes.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.08 ACCEPTANCE OF FUNDS FOR THE 2016-2017 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

6.08 ACCEPTANCE OF FUNDS FOR THE 2016-2017 TITLE III – LEP (LIMITED ENGLISH PROFICIENCY) GRANT (cont'd.)

WHEREAS, The proposed use of the Title III funds is to expand on and supplement the existing program for LEP (Limited English Proficiency) students; and

WHEREAS, Official notification of approval of the application and award in the amount of \$13,992 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Title III – LEP Grant; and

RESOLVED, That the grant award of \$13,992 be credited to Revenue Account F4289.290.17 Title III - LEP; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Account</u>	<u>Description</u>	
F2103.140.098.2917	Schedule B	\$7,144
F2103.151.098.2917	Dept. Chairperson Stipend	3,551
F2103.404.098.2917	Contractual	2,801
F2103.540.098.2917	Supplies	<u>496</u>
TOTAL		\$13,992

Revenue Code: F4289.290.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Title III - LEP Grant
3. Funding Source: The State Education Department
4. Total Budget: \$13,992
5. Total Staff: 4
6. Number of Clients Served: 105 LEP students
- 7-8.

Major Objectives/Activities:

- Parents, administration and teachers will be informed of any changes made in assessment, accountability and new testing requirements for LEP students. Information will be relayed both by letter and at parent information meetings. Letters will be translated into target languages – Spanish, Punjabi, Urdu, Arabic, Vietnamese, Wolof, and Tamil – as needed.
- Support core content area through after-school tutoring
- Practice and review for ELA and EMA

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.09 ACCEPTANCE OF FUNDS FOR UNIVERSAL PRE – K

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$1,893,671 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Universal Pre-Kindergarten Grant; and

RESOLVED, That the grant award of \$1,893,671 be credited to Revenue Account F3289.310.17 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.133.056.3117	INSTRUCTIONAL – ABATE	\$159,802
F2510.133.058.3117	INSTRUCTIONAL - HYDE PARK	\$98,434
F2510.133.059.3117	INSTRUCTIONAL - KALFAS	\$281,497
F2510.133.060.3117	INSTRUCTIONAL - MAPLE	\$158,997
F2510.133.061.3117	INSTRUCTIONAL - NIAGARA STR	\$152,981
F2510.133.065.3117	INSTRUCTIONAL - 79TH	\$188,244
F2510.133.067.3117	INSTRUCTIONAL - MANN	\$157,952
F2510.164.007.3117	ADMINISTRATION SECRETARY	\$5,5577
F2510.177.056.3117	ASSOC - ABATE	\$58,147
F2510.177.057.3117	ASSOC - CATARACT	\$57,988
F2510.177.058.3117	ASSOC - HYDE PARK	\$59,283
F2510.177.059.3117	ASSOC - KALFAS	\$88,225
F2510.177.060.3117	ASSOC - MAPLE	\$59,389
F2510.177.061.3117	ASSOC - NIAG ST	\$53,466
F2510.177.065.3117	ASSOC - 79TH	\$58,306
F2510.177.067.3117	ASSOC - GJ MANN	\$60,168
F2510.404.007.3117	PURCHASE/OUTSIDE SERV	<u>\$168,900</u>
		\$1,893,671

Revenue Code: F3289.310.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Universal Pre-Kindergarten Grant
3. Funding Source: The State Education Department
4. Total Budget: \$1,893,671
5. Total Staff: 48.58
6. Number of Clients Served: 413 students
7. Major Objectives:
 - All four-year olds will develop a positive self-concept and attitude toward learning and life. They will understand and respect social and cultural diversity, develop relationships of mutual trust and respect with adults and peers and demonstrate increasing independence.

6.09 ACCEPTANCE OF FUNDS FOR UNIVERSAL PRE – K (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/3/17 – 12/31/17

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (“District”) and the Niagara County Department of Social Services (“Social Services”) entered into an Agreement providing for an innovative Crime Prevented Collaborative Partnership for a multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15; and

WHEREAS, The Agreement, among other things, provides for the District to enter into an Agreement with the Buffalo Federation of Neighborhood Centers (“BFNC”) to provide the services required in implementing the Crime Prevention Collaborative Partnership; and

WHEREAS, According to the Contract the District will pay BFNC the sum of Six Thousand Dollars (\$6,000.00) per month for ten (10) months not to exceed the total sum of Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, The District will be reimbursed for fifty percent (50%) of the Contract cost to be paid to BFNC, by the Niagara County Social Services upon verification of services rendered by the Administrator for School Business Services. Reimbursement will be at the rate of Three thousand Dollars (\$3,000.00) per month commencing January 15, 2017, and continuing on the 15th day of each month until December 31, 2017; and

WHEREAS, The Superintendent has negotiated a Contract with BFNC, Inc. to provide the services required; therefore, be it

RESOLVED, that the Board hereby approves the Contract between the City School District of the City of Niagara Falls and the Buffalo Federation of Neighborhood Centers to provide services in implementing the Crime Prevention Collaborative Partnership for the multi-systemic approach to youth by addressing the educational, social and emotional needs of youth ages 12-15 which is attached hereto; and be it further

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/3/17 – 12/31/17 (cont'd.)

RESOLVED, that the Contract is subject to such further terms, provisions and conditions that may be deemed appropriate by the Superintendent and the School District Attorney; and be it further

RESOLVED, that the President of the Niagara Falls Board of Education be authorized to execute the Contract; and be it further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on said Agreement.

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

THIS AGREEMENT made this 15th day of December 2016, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS CITY**, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and **BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS**, 97 Lemon Street, Buffalo, NY 14204 (hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as consultant to render to the First Party the professional consulting services in the area of multisystemic crime prevention (See Attachment A), hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to multisystemic crime prevention services and shall include without limitation a multisystemic crime prevention intervention services to students ages 12-15 years old, including but not limited to the following:
 - Service up to 30 “at-risk” Niagara Falls City School District students, ages 12 to 15.
 - Provide individual student progress reports each month to all three collaborating agencies detailing the progress around the objectives listed above.
 - Provide a monthly financial status report on any and all expenditures relating to this program.
 - Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.
 - Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.
 - Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school’s concern, and to offer a range of home and school-based services available to assist them.

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/3/17 – 12/31/17 (cont'd.)

- Provide instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
- Provide the families, parenting or other skill improvement assistance.
- Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
- Work toward referred youth showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

The Second Party represents that it possess a thorough knowledge of crime prevention strategies. The Second Party will maintain the strictest standards of ethical behavior and confidentiality.

The Second Party's services shall be performed in collaboration with the Deputy Superintendent of Schools.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant services to perform only the services hereinbefore expressly set forth, in the exclusive capacity consultant only, and in no event as servant or employee except as may be specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of said consultant.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the service performed by the Second Party in accordance with the Crime Prevention Collaboration Program Log attached hereto and the verification of the performance of such services to the satisfaction of the Administrator for Business Services, the First Party shall pay to the Second Party, for all services rendered hereunder, a sum not to exceed \$60,000 for period January 3, 2017, through December 31, 2017. Payment shall be made as follows: the sum of \$6,000.00 on the first day of each month commencing on the 3rd day of January 2017 and continuing on the 1st day of each and ever month thereafter until the 1st day of December 2017, for services rendered during the previous month. Payment shall be by checks made payable to the order of the Second Party, and shall be deemed full payment to the Second Party.

In the event the Niagara County Department of Social Services ("Social Services"), which has committed to participate in the Program to the extent of \$30,000.00 payable in equal monthly installments, fails to make its monthly payment of \$3,000.00 then and in such event the District shall pay the Second Party the sum of \$3,000.00 per month for services rendered herein for those months that Social Services fails to reimburse the District.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party, the City of Niagara Falls, New York and the Niagara County Social Services Department, as additional parties insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/3/17 – 12/31/17 (cont'd.)

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. **Term of Contract.** This Contract shall be effective from January 3, 2017, through December 31, 2017, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty (30) days advance written notice of its election to terminate the same.
7. **Assignment.** The Party of Second Party may hire and pay assistants; however, as an Independent Contractor it shall be responsible for all wages, benefits, and taxes for any assistants so hired.
8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**YOUTH REPORTING CENTER GLOBAL,
INC.**

**CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS**

By _____

By _____
President, Board of Education

STATE OF NEW YORK)

COUNTY OF NIAGARA) ss:

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ for the **BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS**, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

[illegible]

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **VINCENT CANCEMI**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.10 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTI-SYSTEMIC CRIME PREVENTION 1/3/17 – 12/31/17 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.11 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The City School District of the City of Niagara Falls (“District”) and Niagara County Department of Social Services (“Social Services”) recognize that a multi-systemic approach to youth is critical to establish the future success of young adults ages 12-15, and that an innovative partnership between them needs to be created to implement such approach; and

WHEREAS, The District and Social Services agree to form a Crime Prevention Collaborative Partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth ages 12-15 by addressing their educational, social and emotional needs; and

WHEREAS, An Agreement has been negotiated by the Superintendent with the Niagara County Department of Social Services for creation of the Crime Prevention Collaborative Partnership and is presented to the Board for its action; and

WHEREAS, The Agreement provides, among other things, for the District and Social Services to each contribute Thirty Thousand Dollars (\$30,000.00) for a total of Sixty Thousand Dollars (\$60,000.00) to fund the program.

WHEREAS, The Social Services will reimburse the District the sum of Three Thousand Dollars (\$3,000.00) per month for ten (10) months for total of Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, The District will serve as Lead Agency and retain consulting services from Buffalo Federation of Neighborhood Centers to provide the services required and shall pay Buffalo Federation of Neighborhood Centers the sum of Six Thousand Dollars (\$6,000.00) per month for 10 months, upon verification by the Administrator for School Business Services of services rendered; therefore, be it

6.11 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

RESOLVED, that the Board hereby approves the Agreement between the District and Social Services forming a Crime Prevention Collaborative Partnership providing multi-systemic approach to addressing the educational, social and emotional needs of youth ages 12-15 attached hereto; and be it further

RESOLVED, that the Agreement is subject to such further terms, provisions and conditions that may be deemed appropriate by the Superintendent and the School District Attorney; and be it further

RESOLVED, that the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and be it further

RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board on the Agreement.

CONTRACT CRIME PREVENTION COLLABORATIVE PROGRAM

THIS AGREEMENT made as of the 15th day of December, 2016, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS**, 630 66th Street, Niagara Falls, New York, 14304 (hereinafter called the "District"), and **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, (hereinafter called the "Social Services ");

WHEREAS, the District and Social Services recognize that a multisystemic approach to youth is critical to establish the future success of young adults ages 12 through 15, and that an innovative partnership needs to be created to implement such approach; and

WHEREAS, the District and Social Services agree to form a Crime Prevention Collaborative partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth by addressing the educational, social, and emotional needs of youth ages 12 through 15.

THEREFORE, the District and Social Services in consideration of the mutual covenants and conditions herein contained agree as follows:

FIRST: To form an intergovernmental partnership to the fullest extent permitted by law to address the following areas:

- a. Educational
 1. To reduce student truancy.
 2. To improve the attendance and tardiness rate for project students.
 3. To reduce student disciplinary referrals by 10%.
- b. Juvenile Justice
 1. To eliminate new referrals for project students to the Juvenile Justice and Court system.
 2. To eliminate recidivism in criminal activities of the project students.
- c. Social Services
 1. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.

6.11 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

2. Provide to those served, instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.

3. Provide to the families, parenting or other skill improvement assistance.

4. Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.

5. Work toward showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

SECOND: The referral of eligible students will be conducted by an established collaborative team representing the District, City and Social Services.

THIRD: The collaborative effort will commence on January 3, 2017 and will be in effect until December 31, 2016.

FOURTH: Payment under this Agreement shall be as follows:

a. The District and Social Services each agree to contribute \$30,000 per year for a total of \$60,000.00 to fund the Crime Prevention Collaborative Program.

b. Social Services shall reimburse the District, which will serve as lead agency in dispensing the funds to the Buffalo Federation of Neighborhood Centers.

c. Reimbursement by Social Services to the District shall be in the sum of \$30,000.00 on March 1, 2016 for the services provided from January 3, 2017 through December 31, 2017.

d. For the services provided in 2017, Social Services shall reimburse the District quarterly in the amount of \$7,500.00, payable on March 15, 2017, June 15, 2017, September 15, 2017, and December 15, 2017.

FIFTH: The District shall enter into an Agreement with the Buffalo Federation of Neighborhood Centers which shall provide among other provisions for the following:

a. Payment to the Buffalo Federation of Neighborhood Centers the sum of \$60,000.00 payable in monthly installments of \$6,000.00 for services rendered as verified by the School Business Administrator.

b. The Buffalo Federation of Neighborhood Centers agreeing to provide :

1. Service up to 30 "at-risk" Niagara Falls City School District students, ages 12 to 15.

2. Provide individual student progress reports each month to collaborating agencies detailing the progress around the objectives listed above.

3. Provide a monthly financial status report on any and all expenditures relating to this program.

4. Provide a final financial report and student progress report to all agencies within 30 days of the conclusion of this agreement.

5. Ensure that all appropriate parental/guardian permissions and approvals have been placed on file with all three agencies prior to commencing work with any student.

6. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.

6.11 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

7. Provide to those served, instructions as to their educational rights, responsibilities, state law, and the child welfare educational neglect process, and its enforcement procedures.
8. Provide to the families, parenting, or other skill improvement assistance.
9. Work toward reducing youth referred for school truancy issues showing an improvement in attendance across a ten-month period.
10. Work toward youth showing an improvement in Life-Skills functioning in at least one Life Area using the Case Life Skills Assessment Tool at the six-month mark.

SIXTH: Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS

By:

JAMES CANCEMI
President of the Board of Education
City School District of the City of Niagara Falls

NIAGARA COUNTY DEPARTMENT SOCIAL SERVICES

By:

ANTHONY J. RESTAINO
Commissioner
Niagara County Department of Social Services

Approved as to Form:

Thomas W. Scirto
Chief Counsel
Niagara County Department of Social Services

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared James Cancemi, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

6.11 APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES CREATING A CRIME PREVENTION COLLABORATIVE PARTNERSHIP (cont'd.)

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared ANTHONY J. RESTAINO, Commissioner of the Niagara County Department of Social Services, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

ITEMS 6.10 AND 6.11

The Board asked Mr. Laurrie to contact Mayor Dyster to see if the City would be interested in partnering with the District and the County to create a Crime Prevention Program. Mr. Petrozzi would like to see if the City would fund the program as well.

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
December 15, 2016

Congratulations to all award recipients.

Congratulations to NFHS students Roelissa Bedgood and Wanxiang Chen, who were selected to be part of the Albright-Knox Art Gallery's coveted Future Curators Program. Hundreds of students applied from Western New York and Ontario and twenty (20) students were selected to work behind the scenes with the Museum staff from January to April. It is a wonderful program, and to have two students accepted again, is a big honor for our Arts program.

Congratulations to Matt Bellavia who bowled his first 300 game.

Congratulations to Mrs. Ronni McGrath who hosted a Tech Wars competition this past Saturday at NFHS.

Thanks to NFHS Blood Drive UNYTS; approximately 119 students and staff donated blood.

Congratulations to NFHS for another successful Prism concert.

The Student Advisory Council met at NFHS.

Thank you to the teachers and staff of all unions for their support and hard work and for making me look good. Thank you to the Board and the attorneys for their confidence and guidance.

Merry Christmas, Happy Holidays, etc.

COMMENTS BY BOARD MEMBERS

Board members congratulated and commended award recipients and wished everyone a *Merry Christmas, Happy Holidays, and Happy New Year.*

Board members thanked Mr. Laurie and staff for their hard work. Mr. Paretto stated that it has been a pleasure serving with Mr. Laurie as Superintendent.

Mr. Vilardo – enjoy the break and come back rested for work. He stated that he will be talking to Mr. Laurie later about some required reading for history.

COMMENTS BY BOARD MEMBERS (cont'd)

Mr. Barstys stated that this has been his fourth year on the Board; he stated that this year has been his best year and that he is willing to support Mr. Laurrie in every area.

Mr. Cancemi said it has been a pleasure working with Mr. Laurrie. He recognized the benefit of Mr. Laurrie being out in the schools. He thanked all those who volunteer in the schools and those who worked on gingerbread house at NCCC.

Mr. Cancemi acknowledged receipt of a note of appreciation from Mrs. MaryAnn Casamento and the Bartos family for adjourning November's meeting in memory of their loved one, Stella Bartos, retired voting machine custodian who recently passed away.

ADJOURNMENT

The December 15, 2016, Regular Board Meeting was adjourned at 6:45 p.m. on the motion by Mr. Petrozzi, seconded by Mr. Paretto, in memory of the following who recently passed away; all were in favor.

- *Mr. Stephen J. Witkowski, Jr., retired teacher
- *Mr. Matthew J. Fleming, brother of MaryEllen McKean (1st grade teacher @ Maple)
- *Mr. John M. Lojek, husband of retired Principal Marilyn Lojek
- *Mr. Ronald C. DeLuca, father of Ronni McGrath (Elementary STEM Coordinator) and father-in-law of Michael McGrath (Science teacher)
- *Mr. William Blanchard, first NFT Union President

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JANUARY 2017 MEETINGS - MINUTES

DATE: January 12, 2017

KIND OF MEETING: Special Board Work Session (Joint Meeting with the Mayor and Members of the City Council and City Administration)

PLACE: Niagara Falls (NCCC) Culinary Institute, 28 Old Falls Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 6:00 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino (6:20 p.m.), Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: None

CITY MEMBERS PRESENT: Mayor Paul Dyster, Council Chair Charles Walker, Council Members Kristen Grandinetti, Ezra Scott Jr. Kenny Tompkins, Andrew Touma, and City Administrator Nicholas Melson, and Attorney Craig Johnson and Tom O'Donnell

TOPIC OF DISCUSSION:

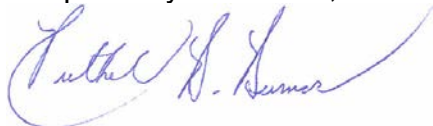
- Conversation About Our New Residents: Opportunity or Crisis

No official action was taken.

ADJOURNMENT

The January 12, 2017, Special Board Work Session was adjourned on the motion by Mr. Petrozzi and seconded by Mr. Restaino at 7:18 p.m. There were no objections; motion carried unanimously by those present.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JANUARY 2017 MEETINGS - MINUTES

DATE: January 26, 2017

KIND OF MEETING: Public Hearing – District’s Smart Schools
Investment Plan – Phase II/Regular Board Meeting

LOCATION: Administration Central Office Board Room/Executive
Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Public Hearing and the Regular Meeting,
an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Mr. Bass (*excused*)

ARS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Agenda Review – January 26th Regular Meeting –
Mr. Laurrie /Mrs. Dumas/Ms. Massaro
- Budget Presentation – *Mr. Laurrie/Mr. Giarizzo*
- AOBs – *Mr. Laurrie*

The Agenda Review Session concluded at 6:45 p.m.

**PUBLIC HEARING - DISTRICT’S SMART SCHOOLS INVESTMENT PLAN –
PHASE II**

CALL TO ORDER: The Public Hearing was called to order by Board President
Vincent Cancemi at 6:45 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Mr. Bass (*excused*)

**PUBLIC HEARING - DISTRICT'S SMART SCHOOLS INVESTMENT PLAN –
PHASE II (cont'd.)**

– INTRODUCTION

Mr. Laurrie explained that this evening the District is conducting a Public Hearing on the District's Smart Schools Investment Plan – Phase II for public comment. The Plan was presented in December and posted on the District's website for public viewing and comment. No comments were raised prior to the Public Hearing.

– PUBLIC COMMENTS

No Public comment

- ADJOURNMENT

Mr. Barstys motioned to adjourn the Public Hearing on the District's Smart Schools Investment Plan – Phase II. Mr. Restaine seconded the motion; carried unanimously by those present.

The January 26, 2017 Public Hearing was adjourned at 6:47 p.m.

REGULAR BOARD MEETING CALLED TO ORDER:

The Regular Meeting was called to order by President Vincent Cancemi at 7:00 **p.m.** All Board members were present except for Mr. Bass.

**ORAL COMMUNICATIONS – Special Presentations - Recognition of
Outstanding Student and Outstanding Staff**

Five-year-old Grand Island student Doriahna Gibson, who donated her birthday presents to indigent families at 79th Street School, was recognized and commended for this unselfish act.

Mr. Laurrie and the Board recognized the following as outstanding employees: Ms. Angela DeMunda Martin, Pre-K teacher at Abate Elementary; Mrs. Annie Carr, Secretary III in the Business/HRO Offices; Ms. Patricia

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Student and Outstanding Staff (cont'd.)

Hennegan, Pre-K teacher at Abate Elementary; Ms. Jackie Perdue, District substitute Associate; and Ms. Diana Marshall, Classroom Associate at Cataract Elementary.

ORAL COMMUNICATIONS – Public Comments

Mr. Marcus Latham, NFT President, stated that the Recognition Program is good. Teachers are focused and enhanced by the Professional Development that's going on. He thanked the Board for supporting Resolution 7.04 that supports public schools and public education. Mr. Latham presented a resolution opposing President Donald Trump's nomination of Betsy DeVos for Secretary of Education.

Discussion was held on the matter and concerns were raised by School Attorney Angelo Massaro that there may be a difference of opinion among the community about the school taking a political position. Board members voiced their objections to the possible selection of Ms. DeVos, who, in their opinion, lacks the experience to be the Secretary of Education and the impact she would have on public education. **It was the consensus of the Board that the resolution be moved to "New Business" for consideration.**

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Petrozzi moved for approval of the following minutes. Mr. Paretto seconded the motion.

November and December 2016 Board Meetings

The vote on motion carried unanimously by those present.

BUDGET TRANSFER #6

Mr. Petrozzi moved for approval of the following resolution on Approval of Budget Transfer #6. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

BUDGET TRANSFER #6 (cont'd.)

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$2,077,081.60 among the following fund, function, object, and location codes:

General Fund:	\$ 1,843,944.14
Cafeteria Fund:	\$ 167,441.00
Special Aid Funds:	\$ 65,696.46

The vote on the motion was carried unanimously by those present.

BIDS

None.

TREASURER'S REPORT

None.

BUDGET STATUS REPORT

The Budget Status Report for January 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Petrozzi moved for approval of the following Personnel Report for Certificated Staff, Items I through IX. Mr. Restaino seconded the motion.

I. PROBATIONARY APPOINTMENTS

Jeananne LePage M	Teacher Special Education Niagara Street School	\$48,527 Step 3-30M A2250.133.061	February 17, 2017
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II. REGULAR SUBSTITUTES – TRANSFER – REVISED

<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATES</u>
Patricia Boisclair S	Teacher Science CEC (.5) \$25,673.50 Step 5-40M (pro-rated) A2127.130.052	Teacher Science GPS (Revised Location) \$51,347 Step 5-40M (pro-rated) A2127.130.049 (Ronni McGrath)	Jan 3, 2017 – June 30, 2017

III. REGULAR SUBSTITUTES – 60-DAY CONVERSION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Nicole Ennett R	Teacher Social Studies NFHS	\$47,726 Step 1-30M (pro-rated) A2128.130.045 (Colleen Pascuzzi)	Oct 17, 2016 – (until tchr returns NTE 6/30/17) (Converted on 1/23/17)

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Marissa Chapman	Teaching Assistant GJ Mann	Educational (without pay)	Jan 17, 2017 – May 25, 2017 (Tuesday & Wednesday afternoons only)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV.	<u>LEAVE OF ABSENCE (Continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Carolyn McClendon	Teaching Assistant NFHS	Medical (without pay)	Jan 23, 2017 (PM) – Feb 22, 2017 (AM)
	Richard Venator	Teacher Technology GPS	FMLA (without pay)	January 5, 6, 13, and 17, 2017
V.	<u>PER DIEM</u>			
A.	<u>ADDITION: MSP GRANT MATHEMATICS WORKSHOP FOR GRADES 3-5 – DECEMBER 3, 2016</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Stanley Mack	1 day	\$470.61 F2103.132.098.2117	Grades 3-5 Math Practices and Processes Series
B.	<u>MSP GRANT MATHEMATICS WORKSHOP FOR GRADES K-2 – SATURDAY, JANUARY 7, 2017 – F2103.132.098.2117</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Ashley Andreanna	1 day	\$246.79	Developing Number Sense in Primary Math Classroom
	Amy Beckett	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Courtney Butera	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Richard Condino	1 day	\$442.76	Developing Number Sense in Primary Math Classroom
	Maria D'Antonoli	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Chiara Durkin	1 day	\$466.27	Developing Number Sense in Primary Math Classroom
	Maria Ehde	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Jametta Felts	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Tiffaney Gadacz	1 day	\$447.09	Developing Number Sense in Primary Math Classroom

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. B.	<u>PER DIEM (Continued)</u>			<u>ACTIVITY</u>
	<u>MSP GRANT MATHEMATICS WORKSHOP FOR GRADES K-2 – SATURDAY, JANUARY 7, 2017 – F2103.132.098.2117 (Continued)</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	
	Gail Guthrie	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Cheryl Johnson	1 day	\$457.58	Developing Number Sense in Primary Math Classroom
	Joanne Joyce-Touchette	1 day	\$368.42	Developing Number Sense in Primary Math Classroom
	Patrina Leo	1 day	\$346.86	Developing Number Sense in Primary Math Classroom
	Lynn Pasek	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Allison Pasquantino	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Marie Ponzi	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Nancy Sarkees	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Virginia Sukmanowski	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Dean Tamborello	1 day	\$447.09	Developing Number Sense in Primary Math Classroom
	Lisa Valvo	1 day	\$470.61	Developing Number Sense in Primary Math Classroom
	Jacqueline Vogt	1 day	\$321.93	Developing Number Sense in Primary Math Classroom
	Andrea Woyksnar	1 day	\$470.61	Developing Number Sense in Primary Math Classroom

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. B1.	<u>PER DIEM (Continued)</u>			
	<u>MSP GRANT MATHEMATICS WORKSHOP FOR GRADES K-2 – SATURDAY, JANUARY 7, 2017 – F2103.132.098.4317</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Janine Bellonte	1 day	\$492.17	Developing Number Sense in Primary Math Classroom
	Carrie Cino	1 day	\$492.17	Developing Number Sense in Primary Math Classroom
	Sara Strangio	1 day	\$344.87	Developing Number Sense in Primary Math Classroom
C.	<u>MSP GRANT MATHEMATICS WORKSHOP FOR GRADES 3-5 – SATURDAY, JANUARY 21, 2017 – F2103.132.098.2117</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
	Caterina Antonacci	1 day	\$319.90	A Focus on Representation and Procedural Fluency
	Amy Beckett	1 day	\$470.61	A Focus on Representation and Procedural Fluency
	Stefany Critelli	1 day	\$331.62	A Focus on Representation and Procedural Fluency
	Catherine Dunstan	1 day	\$466.27	A Focus on Representation and Procedural Fluency
	Jessica Fronczak	1 day	\$242.64	A Focus on Representation and Procedural Fluency
	Tracy Gibb	1 day	\$470.61	A Focus on Representation and Procedural Fluency
	Dianne Jasek	1 day	\$470.61	A Focus on Representation and Procedural Fluency
	Edward Kladke	1 day	\$262.60	A Focus on Representation and Procedural Fluency
	Tina Ligammare	1 day	\$470.61	A Focus on Representation and Procedural Fluency
	Michael Montanaro	1 day	\$240.58	A Focus on Representation and Procedural Fluency

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. PER DIEM (Continued)

C. MSP GRANT MATHEMATICS WORKSHOP FOR GRADES 3-5 – SATURDAY, JANUARY 21, 2017 – F2103.132.098.2117 (Continued)

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>
Donna Nadrowski	1 day	\$461.92	A Focus on Representation and Procedural Fluency
Sandra Peters	1 day	\$470.61	A Focus on Representation and Procedural Fluency
MaryKay Reygers	1 day	\$352.72	A Focus on Representation and Procedural Fluency
Angela Ruffolo	1 day	\$346.86	A Focus on Representation and Procedural Fluency
Kassie Sillett	1 day	\$204.61	A Focus on Representation and Procedural Fluency
Tracy St. Onge	1 day	\$447.09	A Focus on Representation and Procedural Fluency
Lisa Thompson	1 day	\$246.71	A Focus on Representation and Procedural Fluency
Jacqueline Vogt	1 day	\$321.93	A Focus on Representation and Procedural Fluency
Daniel Weiss	1 day	\$304.99	A Focus on Representation and Procedural Fluency
Sophia Williams	1 day	\$346.86	A Focus on Representation and Procedural Fluency
Tammy Zaker	1 day	\$470.61	A Focus on Representation and Procedural Fluency
Janine Bellonte	1 day	\$492.17	A Focus on Representation and Procedural Fluency
Colleen Caprio	1 day	\$470.61	A Focus on Representation and Procedural Fluency
Carrie Cino	1 day	\$492.17	A Focus on Representation and Procedural Fluency
Sara Strangio	1 day	\$344.87	A Focus on Representation and Procedural Fluency

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. SCHEDULE B

- A. TRC PRESENTER: CLAY SCULPTURE PART DEUX – FEB/MARCH 2017 – NTE 9 HOURS @ \$50.00/HR – F2070.131.007.8117
Annette Baumgarden
- B. TRC PRESENTER: FINANCIAL PEACE UNIVERSITY – JAN. - MARCH 2017 – NTE 9 HOURS @ \$50.00/HR – F2070.131.007.8117
Ann Mardon
- C. TRC BOOK STUDY: YOUNG, GIFTED AND BLACK; PROMOTING HIGH ACHIEVEMENT AMONG AFRICAN AMERICAN STUDENTS – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117
Giannina Lucantoni- Slepian
- D. NFHS INTERIM ASSESSMENT CREATION BASED ON LAP – NTE 5 HOURS EACH – F2103.140.098.0317
Gina Carbin Julie Conti Debra Morgan Ondarryle Morgan
Kenneth Nossavage Alan Stockings Karen Syruws
- E. ADDITION: NIAGARA UNIVERSITY LITTLE EAGLE/BIG EAGLE – NFHS – NTE 5 HOURS
Bruce Brundidge
- F. PARENT TECHNOLOGY NIGHT PRESENTERS – NIAGARA STREET SCHOOL – NTE 4 HOURS EACH – F2103.140.096.0117
Carrie Cino Cheryl LaBelle Angela Manella Amanda Vail
Tammy Zaker
- G. PARENT TECHNOLOGY NIGHT PRESENTERS – NIAGARA STREET SCHOOL – NTE 2 HOURS EACH – F2103.140.096.0117
Mary DePalma Rich Forgione
- H. ADDITION: KALFAS MAGNET SCHOOL EXTENDED LEARNING TIME PROGRAM – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0317
Deborah Hicks
- I. EXTENDED DAY PROGRAM – SITE COORDINATOR – NTE 100 HOURS – F2103.131.007.6617
Marc Catanzaro
- J. EXTENDED DAY PROGRAM – SCHOOL PSYCHOLOGISTS – NTE 50 HOURS EACH – F2103.131.007.6617
Nicole Cafarella Deanna Giambra Bryan Rotella Corinna Scozzaro
- K. EXTENDED DAY PROGRAM – CEC – TEACHERS / COUNSELORS – NTE 50 HOURS EACH – JANUARY – JUNE 2017 –F2103.131.007.6617
Brandie Brown Elizabeth Carroll Peter Heuer Kristina Johnson
Matthew Leo Alexandria Porter

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VI. SCHEDULE B (Continued)

L. FOCUS SCHOOL PLANNING – CATARACT – NTE 1 HOUR EACH – F2103.140.098.0317

Elizabeth Canada	Noelle Gaetano	Debra Olear	Patricia Rafferty
Sara Strangio			

M. TRC PRESENTER – UNDERSTANDING MULTICULTURAL POPULATIONS IN OUR SCHOOLS – NTE 9 HOURS @ \$50.00/HR – F2070.131.007.8117

Bryan Rotella

N. EXTENDED DAY PROGRAM – NFHS – TEACHERS / COUNSELORS – NTE 50 HOURS EACH – JANUARY – JUNE 2017 – F2103.131.007.6617

Donald Bass	Renee Bodkin	Catherine Burke	Nicole Campbell-Lasut
Kathryn Canterbury	Amy Chiarella	Christa Ciccone	Bryan Collins
Judith Deull	Brian Dowsey	Adrian Ennett	Victoria Grant
Meghan Kurilovitch-Millar	Maria Mascaro-Sinatra	Erik Olander	John Pero
Alexandria Porter	Rose Rajczak	William Rodgers	Ebone Rose
Holly Spanbauer			

O. FAMILY MATH NIGHT – HYDE PARK – MARCH 2, 2017 – NTE 2 HOURS EACH – F2103.140.096.0117

Caterina Antonacci	Maureen Blood	Carrie Cino	Marisa D'Addario
Jametta Felts	Gail Guthrie	Melissa Huffman	Loretta Hylton
Anthony Kutis	Anthony Navaroli	Jordin Puzan	Nicholas Ruffolo
Virginia Sukmanowski	Miquel Tomkiel	Cynthia Travis	Michelle Wagner

P. MEDICAID SESSION NOTE REVIEW – (JANUARY 2017 - MARCH 2017) – NTE 10 HOURS PER MONTH EACH – A2250.140.098

Elizabeth Carroll	Jeanine Catanzaro	Cheryl Meteer	Sarah Ruffolo
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII.
A. APPOINTMENTS SCHEDULES D, E, F, G
SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017
ABATE – A2850.142.056

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Linda D'Amore O'Grady	0.5	Student Council Club	\$276
Samuel Fruscione	1.0	Leadership Club	\$552
Cathy Touma-D'Angelo	0.5	Student Council Club	\$276

B. SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017
GPS 2850.142.049 – REVISION FROM OCTOBER 20, 2016 BOARD REPORT

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
ADD	Richard Clark	0.5	Robotics Club Advisor	\$276
ADD	Cheree Copelin	0.5	Float Club Advisor	\$276
REMOVE	Louis Jacklin	0.5	Robotics Club Advisor	\$0
REMOVE	Marcus Latham	0.5	Float Club Advisor	\$0

VIII.
A. APPOINTMENTS SCHEDULES D, E, F, G
SCHEDULE E – LUNCH AND MORNING DUTY – 2016 – 2017
REVISION – LUNCH/MORNING DUTY – ABATE – SEPT TO JUNE – A2103.146.056

	<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
REVISE	James Colquitt	From: 1.0 To: 0.4	AM/PM Duty	\$918 (Revised Amount)
ADD	Cathy Touma-D'Angelo	0.6	Lunch Duty	\$1775.40

IX. LEAVE (WITH PAY)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATE</u>
Amy Heist	Teacher Music Maple (.4)/NSS (.3)/CES (.3)	October 24, 2016 – until further notice

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Barstys moved for approval of the following Personnel Report for Classified Staff, Items I through XI. Bishop Dobbs seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Nicholas Catherine	Custodian, Maple	29 years 11 months	December 30, 2016

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Chantele Barber	School Monitor Lunch 3 Hours Hyde Park	7 years	January 6, 2017
Samantha Zellonis	Accountant, Finance Office	4 months	January 20, 2017

III. PROMOTIONAL/PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Lori Franjoine <u>R</u>	Food Service Helper 3.5 Hours GJ Mann \$16.02/hr. Step 4 w/Longevity C2080.167.067	Assistant Cook 8 Hours GPS \$16.80/hr. Step 2 w/Longevity C2080.167.049	January 17, 2017 (probationary period ends April 16, 2017)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Anthony Bass <u>R</u>	Associate Physical Educ. 6.5 Hrs LPS	\$14.00/hr. Step 1 A2164.171.050	January 13, 2017 (probationary period ends May 12, 2017)
Glory Jackson	Asst. Child Care Assoc. 6 Hrs. LPS	\$13.00/hr. Step 1 A2252.173.050	January 30, 2017 (probationary period ends June 29, 2017)
Jacquelyn Perdue <u>R</u>	School Monitor Lunch 3 Hours Hyde Park	\$12.01/hr. Step 1 C2080.177.058	January 17, 2017 (probationary period ends May 16, 2017)
Samarana Samuel <u>R</u>	Asst. Child Care Assoc. 6 Hours NFHS	\$13.00/hr. Step 1 A2252.173.045	January 11, 2017 (probationary period ends May 10, 2017)
Faith White <u>R</u>	Classroom Pre-K Assoc. 5.5 Hrs. Cataract	\$14.00/hr. Step 1 F2510.177.057.3117	January 30, 2017 (probationary period ends May 28, 2017)
Elizabeth York <u>R</u>	Senior School Monitor 7 Hours LPS	\$17.79/hr. Step 3 w/Longevity A2102.177.050	January 30, 2017 (probationary period ends May 28, 2017)

V. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Julie Jacklin <u>R</u>	Accountant Finance Office	\$60,000 Step 1 A1325.164.005	February 6, 2017 (pending pre- employment requirements)

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Richard Allen	Physical Educ. Assoc. 5.5 Hrs. A2164.171.056 (James Colquitt)	\$14.00/hr. Step 1 A2164.171.056	January 30, 2017 – NTE June 30, 2017
Nadine Baugh	Library Associate 5.5 Hours Kalfas (Shelia Lewis)	\$14.35/hr. Step 1 w/Longevity A2610.175.059	January 30, 2017 – NTE June 30, 2017
Beverley Bradley	Assistant Cook 8 Hours Niagara Street (Carolyn Rick)	\$16.14/hr. Step 2 C2080.167.061	Revised Dates: September 1, 2016 – NTE June 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
James Colquitt	Cleaner 7 Hours District-wide – LPS (Tad Golden)	\$30,477 Step 1 A1623.167.050	December 19, 2016 – February 28, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$30,477 Step 1 A1623.167.045	December 19, 2016 – February 28, 2017
Barbara Miller	School Monitor Lunch 3 Hours Kalfas (Nadine Baugh)	\$12.01/hr. Step 1 C2080.177.059	January 30, 2017 – NTE June 30, 2017
Tina Panepinto	Food Service Helper 3 Hours Cataract	\$13.81/hr. Step 1 C2080.167.057	January 17, 2017 – NTE 6/30/17
Carolyn Rick	Cook 8 Hours Niagara Street (Roseanne Avojan)	\$19.24/hr. Step 1 w/Longevity C2080.167.061	Revised Dates: September 1, 2016 – NTE June 30, 2017

VII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC (Vincent Ventry, Sr.)	\$37,613 Step 1 A1623.162.052	February 1, 2017 – February 28, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6) A1623.167.015 (.4)	February 1, 2017 – February 28, 2017
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	February 1, 2017 – February 28, 2017
Shanika Jones	Cleaner 7 Hours Kalfas (Garland Renford)	\$32,409 Step 2 w/Longevity A1623.167.058	February 1, 2017 – February 28, 2017
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	February 1, 2017 – February 28, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	February 1, 2017 – February 28, 2017
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	February 1, 2017 – February 28, 2017
Kaylee Ulrich	Cleaner 7 Hours Maintenance (Patricia Kozlowski)	\$31,109 Step 2 A1623.167.016	February 1, 2017 – February 28, 2017
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	February 1, 2017 – February 28, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VIII.	<u>VOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Deanne Gray	Assistant Cook 8 Hours GPS C2080.167.049	Assistant Cook 8 Hours Cataract C2080.167.057	January 30, 2017
IX.	<u>CHANGE OF STATUS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Ramona Sims	Secretary I Kalfas Magnet School (probationary)	Secretary I Kalfas Magnet School	January 25, 2017
	Lynette Smeal	Secretary I Hyde Park School (probationary)	Secretary I Hyde Park	January 25, 2017
X.	<u>LEAVE OF ABSENCE</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Richard Allen	Food Service Helper 3 Hours GPS	Other (to take other District position)	January 30, 2017 – NTE June 30, 2017
	Roseanne Avojan	Cook 8 Hours Niagara Street	Medical (without pay)	Revised Dates: September 1, 2016 – June 30, 2017
	Ronald Carr	Temporary Cleaner 7 Hours CEC (.6)/Central Office (.4)	Personal (without pay)	January 27, 2017 – February 1, 2017
	Lori Franjoine	Food Service Helper 3.5 Hours GJ Mann	Other (to take Other District position)	January 17, 2017 – April 16, 2017
	Cheryl Labelle	Technology Associate 6 Hours Information Services	Other (to take Other District position)	January 23, 2017 – June 30, 2017
	Shelia Lewis	Library Associate 5.5 Hours Kalfas	Medical (without pay)	January 23, 2017 – June 30, 2017
	Theresa Puccio	Asst. Child Care Assoc. 6 Hours NFHS	FMLA (without pay)	January 13, 2017 – January 20, 2017
	Kimberly Rubin	School Monitor Lunch 3 Hours Hyde Park	FMLA (without pay)	December 20, 2016
	Elizabeth York	Classroom Pre-K Assoc. 5.5 Hrs. Niagara Street School	Other (to take other District position)	January 30, 2017 – May 28, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. ADDITIONAL HOURS

A. ADULT EDUCATION – COMMUNITY RECREATION AT NFHS – NTE 75 HOURS EACH @ \$10.00/HR SUPPORT STAFF / \$12.00/HR LIFE GUARD – A2102.167.045

Denise Claps	Kasey Dixon	Leslie Ellis	Anne Marie Fowle
Michael Hamilton	Gloria Mayes	William Mayes	Tina Panepinto
Deborah Pucci	Laura Skalski	<u>Life Guard</u> Joseph Lozina	<u>Life Guard</u> John Weatherston

B. PARENT TECHNOLOGY NIGHT PRESENTERS – NIAGARA STREET SCHOOL – NTE 2 HOURS – F2103.177.096.0117

Angeline Freeman-Harrigan

C. TRANSLATING AND INTERPRETTING – GJ MANN – NTE 34 HOURS – A2350.171.067

Maria Ganczewski

D. SECOND SET OF EYES TRAINING – CENTRAL OFFICE – JANUARY 17, 2017 – NTE 2.5 HOURS EACH

Richard Allen	Rachel Denitto
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XI. LEAVE (WITH PAY)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATE</u>
James Tiede	General Repairer Maintenance	November 15, 2016 – until further notice
Regina Walker	Associate Physical Educ. 7 Hours NFHS	January 12, 2017 – until further notice

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Special Education met on November 22, December 1, 5, 6, 7, 8, 9, 13, 14, 15, 16, 19, 21, 22, 2016 and January 5, 6, 9, 10, 11, 12, 13, 17, 18, 19, 2017 for the annual review of special education students and on December 5, 7, 12, 13, 14, 15, 16, 19, 20, 21, 22, 2016 and January 3, 4, 5, 11, 12, 17, 18, 19, 20, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2016, 01/26/17, 4, 4.08](#)) made by the Committee on Special Education.

The vote on the motion was carried unanimously.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on December 8, 13, 15, 19, 2016 and January 5, 9, and 10, 2017 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

(cont'd.)

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs](#), [see "Meetings", 2016, 01/26/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1	David Fusan, Ph.D. 100 The Paddock Williamsville, NY 14221	Workshop	\$100 per hour for 12 hours = \$1,200	April 3 and 6, 2017 May 1 and 4, 2017	Karen Waugaman	Maria Massaro 12/21/16 Mark Laurrie 12/21/16
2	Best Western Plus Hotel/CC 5625 O'Donnell Street Baltimore, MD 21224	Enrichment Field Trip to Washington, DC	\$109.00 single \$119.99 quad	May 17-19, 2017	Derek Frommert	Maria Massaro 12/21/16 Mark Laurrie 12/21/16
3	Michael Faustino 36 Royal Brook Lane New York Mills, NY 13417	Presentation	\$850.00 per day	February 22-23, 2017	Richard Carella	Maria Massaro 1/10/17 Mark Laurrie 1/10/17
4	The Conference & Event Center 101 Old Falls Street Niagara Falls, NY 14303	NFHS Graduation	No Fee	June 23-25, 2017	Robert Bradley	Maria Massaro 1/10/17 Mark Laurrie 1/10/17
5	Steve Miller, Director Contracts & Specialized Programs Buffalo Hearing & Speech Centers 50 E. North Street Buffalo, NY 14203	Administration of an independent social communication evaluation.	\$245.00	TBD	Bryan Rotella	Maria Massaro 1/18/17 Mark Laurrie 1/18/17

6. UNFINISHED BUSINESS

6.01 None

7. NEW BUSINESS

7.01 APPROVAL OF RECEIPT OF GIFT FROM MR. AND MRS. TODD SCHOEPFLIN

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

7.01 APPROVAL OF RECEIPT OF GIFT FROM MR. AND MRS. TODD SCHOEPFLIN
(cont'd.)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, Mr. and Mrs. Schoepflin donated \$250.00 to the Physical Education Department at Hyde Park Elementary School; and

WHEREAS, Mr. Schoepflin wanted to “give back” to the District where he fondly received his education; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$250.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:
Mr. and Mrs. Todd Schoepflin
59 Round Trail Road
West Seneca, NY 14218

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS COMPUTER SOLUTIONS, INC.

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Sirius Computer Solutions, Inc. has donated 3 Lenovo Yoga tablets, valued at \$600; and

WHEREAS, the donation is to be used for the 2017 Parent Technology Nights of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Lenovo tablets valued at \$600.00; and

RESOLVED, That the donation be used for the District 2017 Parent Technology Nights;
and

7.02 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS COMPUTER SOLUTIONS, INC. (cont'd.)

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Sirius Computer Solutions, Inc., in care of Ms. Andrea Cellura, 700 Cross Keys Office Park, Suite 740, Fairport, NY 14450.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.03 APPROVAL OF RECEIPT OF GIFT FROM TRINITY UNITED METHODIST WOMEN

Bishop Dobbs moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The United Methodist Women of Trinity United Methodist Church has donated \$400.00 to the Niagara Falls City School District's Focus on Families Program; and

WHEREAS, This donation will be used to purchase food and clothing to those families in need; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$400.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Lynn Astridge and Pat Shaw
Trinity United Methodist Women
2100 Whitehaven Road
Grand Island, NY 14072

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.04 APPROVAL OF A RESOLUTION SUPPORTING PUBLIC SCHOOLS AND PUBLIC EDUCATION

Mr. Paretto moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, Free public schools available to every child regardless of income, ability need, English language proficiency, or racial and ethnic identity are essential keystones in the foundation of our American democracy; and

WHEREAS, Our public schools prepare the nation's young people – rich, poor, native- and foreign-born, and of all abilities – to contribute to our nation's society, economy, and political and civic life; and

WHEREAS, The Niagara Falls City School District expects their elected leaders and policymakers, regardless of political party affiliation, to value and support this vision for a strong and inclusive public education system; and

WHEREAS, Local accountability for our public schools is necessary to ensure that schools are responsive to the needs of their communities; and

WHEREAS, Ninety percent of all American children attend and depend on public schools for their chance to succeed and achieve the American dream; and

WHEREAS, Education policies such as voucher programs diminish the resources needed by traditional public schools to provide the safe and nurturing learning environment that all students deserve in an education system offering fairness and opportunity for all children; therefore be it

RESOLVED, That the Niagara Falls City School District supports public education in our community that is high-quality, inclusive, and supported with resources that are adequate for its essential responsibility of helping all children achieve, succeed, and mature into good citizens who contribute to America's economy, social well-being, and the civic life of our democracy; and

RESOLVED, That the Niagara Falls City School District rejects policies that lead to separate and unequal educational opportunities for our students, or that privatize school operations and undermine local control and accountability for all of our publicly funded schools.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.05 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 16, 2017

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Board of Education shall, pursuant to Section 2606 of the Education Law, on or before the fifteenth day of February, 2017, appoint a Board of Registration for a term of one (1) year for the annual school election/budget vote to be held on **Tuesday, May 16, 2017**; and

WHEREAS, Such Board of Registration shall attend on Registration Day and will be compensated at a rate not to exceed that paid at general elections of the city; and

WHEREAS, The Board of Education shall designate, at least twenty (20) days before Registration Day, a place, day(s), and hours within the School District where such Board of Registration shall attend for the purpose of preparing a register for each school election district, the last day of which shall not be less than two (2) weeks preceding the school election; and

WHEREAS, The Board of Education must publish a notice of registration at least one in each of the two (2) weeks preceding Registration Day, in a newspaper having a general circulation in the City School District, stating the day, place, and hours of registration for such school election; and

WHEREAS, Upon the filing of such register prepared on registration day, the Board of Education shall publish at least once in each of the two (2) weeks preceding election day, in a newspaper having a general circulation in the City School District, a notice stating that the school election registers have been filed in the Office of the Clerk of the District and noting the place at which they are on file and the hours during which they will be open for inspection; therefore, be it

RESOLVED, That in accordance with Section 2606 of the Education Law, the Board of Education of the City School District of the City of Niagara Falls, New York, appoint the following individuals, not more than half of whom belong to the same political party, as a Board of Registration for a term of one (1) year, beginning **February 1, 2017**, for the annual school district election to be held on **Tuesday, May 16, 2017**:

Mrs. Betty Larratta (R)
1018 Angelo Ct., Apt 2 (03)

Mrs. Brenda Hamilton (D)
1879 Michigan Avenue (05)

Mr. William S. Carroll (R)
4420 Lewiston Road

Ms. Betty Curry (D)
2432 Cleveland Avenue (05)

7.05 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 16, 2017 (cont'd.)

The Board of Registration will be present on Registration Day and will be compensated for his/her service on that day at the rate of \$50.00 for Registration Day; and

RESOLVED, That said Board of Registration is appointed for the purpose of preparing a register of voters for the annual school election/budget vote; and

RESOLVED, That the Board of Education designate **Monday, April 24, 2017**, between the hours of 10 a.m. and 8 p.m., as Registration Day and that said Board of Registration, herein above appointed, shall meet on Registration Day at the **Niagara Falls High School, 4455 Porter Road**, Niagara Falls, New York, which is hereby designated as the place for registration, for the purpose of preparing a register for each school election district in the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on **Tuesday, May 16, 2017**; and

RESOLVED, That the Board of Education authorize the District Clerk to publish the following "Notice of Registration" at least once in each of the two (2) weeks preceding Registration Day in the Niagara Gazette:

BOARD OF EDUCATION
REGISTRATION NOTICE
ANNUAL SCHOOL ELECTION

**Office of the Clerk of the Board
of Education of the City School
District of the City of Niagara Falls, New York**

**TO THE ELECTORS OF THE BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**

PLEASE TAKE NOTICE that the Board of Registration of the School District of the City of Niagara Falls, New York, will meet at **Niagara Falls High School, 4455 Porter Road**, Niagara Falls, New York, on **Monday, April 24, 2017**, between the hours of 10 a.m. and 8 p.m., for the purpose of preparing a register for each school election district for the Annual School Election/Budget Vote to be held on **Tuesday, May 16, 2017**, and at said registration the Board of Registration shall add to such registers the names of qualified voters of the School District who shall present themselves personally for registration.

PLEASE TAKE FURTHER NOTICE that any person who did not register for the preceding General Election or any intervening school district election or who did register for one of such preceding election but at the time of such registration resided in a school election district other than one in which he presently resides, must, in order to be entitled to vote present himself personally for Registration.

Ruthel D. Dumas
Clerk of the Board of Education
City School District of the City of
Niagara Falls, New York

7.05 APPROVAL OF APPOINTMENT OF BOARD OF REGISTRATION, DESIGNATION OF DAY, HOURS, AND PLACE OF REGISTRATION, AUTHORIZATION FOR CLERK TO PUBLISH NOTICES OF REGISTRATION FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK TO BE HELD ON TUESDAY, MAY 16, 2017 (cont'd.)

RESOLVED, That the Board of Education authorize the District Clerk, upon the filing of the registers prepared on registration day, to publish at least once in each of the two (2) weeks preceding election day in the Niagara Gazette a "Notice of the Filing" of such registers in the following form:

NOTICE OF THE FILING OF THE REGISTERS OF THE QUALIFIED VOTERS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, FOR THE ANNUAL SCHOOL ELECTION/BUDGET VOTE ON MAY 16, 2017

NOTICE IS HEREBY GIVEN pursuant to Section 2606 of the Education Law, as amended, that the registers for the school election districts of the City School District of the City of Niagara Falls, New York, for the annual school election/budget vote to be held on **Tuesday, May 16, 2017**, have been prepared and duly filed with the Clerk of the Board of Education located at 630 66th Street, Niagara Falls, New York, and said registers shall remain on file at such office and be open for inspection by any qualified voter of said City School District during the hours of 9 a.m. to 4 p.m. on Monday through Friday until the day of election, **May 16, 2017**.

Ruthel D. Dumas
Clerk of the Board of Education of the
City School District of the City of
Niagara Falls, New York

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.06 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3

Mr. Barstys moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Section 2801(3) of the New York State Education Law requires the Board of Education annually review the District Code of Conduct in collaboration with students, teachers, administrators and parent organizations, school safety personnel, and other school personnel; and

7.06 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3 (cont'd.)

WHEREAS, Any additions or amendments to the District Code of Conduct must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete annual review and approval process for the District Code of Conduct by July 1, 2017; and

WHEREAS, The District Code of Conduct as may be amended and approved, must be filed with the New York State Commissioner of Education no later than 30 days after its adoption; and

WHEREAS, The Board of Education by Resolution authorized the establishment of a Committee that annually reviews the District Code of Conduct in collaboration with students, teachers, administrators, parent organizations, school safety personnel, and other school personnel; and

WHEREAS, The Superintendent and the Board are authorized to appoint the appropriate members to the District Code of Conduct Committee for the annual review of the District Code of Conduct for period commencing February 1, 2017, through June 30, 2017; therefore be it

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee for period February 1, 2017, through June 30, 2017 be and they hereby are ratified and confirmed:

Students

TBD - LaSalle Preparatory School
TBD - LaSalle Preparatory School
TBD - Gaskill Preparatory School
TBD - Gaskill Preparatory School
TBD - Niagara Falls High School
TBD - Niagara Falls High School

Teachers

Ms. Karen Waugaman
Ms. Valeria Rotella-Zafuto
Mr. Frank Coney
Mr. Marc Catanzaro
Mr. Frank Rotundo

Administrators

Ms. Dorothy Brundidge
Ms. Janice Graham
Mr. Derek Zimmerman

Parent Organizations

TBD

Community Members

Mr. Bryan DalPorto - Niagara Falls Police Superintendent

Other School Personnel

Ms. Maria Massaro – HRO
Stan Wojton – TSA

Other Staff

Mr. Frank Coney

7.06 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE COMMITTEE FOR ANNUAL REVIEW OF THE DISTRICT CODE OF CONDUCT PURSUANT TO NEW YORK STATE EDUCATION LAW 2801 SUBDIVISION 3 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.07 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE DISTRICT-WIDE SCHOOL SAFETY TEAM FOR ANNUAL REVIEW OF THE DISTRICT-WIDE COMPREHENSIVE SCHOOL SAFETY PLAN PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

Mr. Barstys moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, Section 2801-a of the New York State Education Law requires the Board of Education to appoint a District-Wide School Safety Team to annually review the District-Wide Comprehensive School Safety Plan, which team shall include, but not be limited to representatives of the School Board, students, teachers, administrators and parent organizations, school safety personnel, and other school personnel; and

WHEREAS, Any additions or amendments to the District-Wide Comprehensive School Safety Plan must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete the annual review and approval process for the District-Wide Comprehensive School Safety Plan by July 1, 2017; and

WHEREAS, The District-Wide Comprehensive School Safety Plan as approved must be filed with the New York State Commissioner of Education no later than 30 days after its adoption; and

WHEREAS, The Superintendent and the Board are authorized to appoint the appropriate members to the Niagara Falls City School District District-Wide School Safety Team for the annual review of the District-Wide Comprehensive School Safety Plan for period commencing February 1, 2017, through June 30, 2017; therefore be it

RESOLVED, That the appointments of the following persons to the Niagara Falls City School District District-Wide School Safety Team be for period commencing February 1, 2017, through June 30, 2017, and they hereby are ratified and confirmed:

7.07 APPROVAL OF APPOINTMENTS OF MEMBERS TO THE DISTRICT-WIDE SCHOOL SAFETY TEAM FOR ANNUAL REVIEW OF THE DISTRICT-WIDE COMPREHENSIVE SCHOOL SAFETY PLAN PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A (cont'd.)

Students

TBD - LaSalle Preparatory School
TBD - LaSalle Preparatory School
TBD - Gaskill Preparatory School
TBD - Gaskill Preparatory School
TBD - Niagara Falls High School
TBD - Niagara Falls High School

Teachers

Ms. Karen Waugaman
Ms. Valeria Rotella-Zafuto
Mr. Frank Coney
Mr. Marc Catanzaro
Mr. Frank Rotundo

Administrators

Ms. Dorothy Brundidge
Ms. Janice Graham
Mr. Derek Zimmerman

Parent Organizations

TBD

Community Members

Mr. Bryan DalPorto - Niagara Falls Police Superintendent

Other School Personnel

Ms. Maria Massaro – HRO
Mr. Stan Wojton – TSA

Other Staff

Mr. Frank Coney

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.08 APPROVAL OF A RESOLUTION AUTHORIZING PRINCIPALS TO APPOINT BUILDING-LEVEL SCHOOL SAFETY TEAMS FOR THE ANNUAL REVIEW OF BUILDING-LEVEL EMERGENCY RESPONSE PLANS PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

Mr. Barstys moved for approval of the following resolution. Bishop Dobbs seconded the motion.

7.08 APPROVAL OF A RESOLUTION AUTHORIZING PRINCIPALS TO APPOINT BUILDING-LEVEL SCHOOL SAFETY TEAMS FOR THE ANNUAL REVIEW OF BUILDING-LEVEL EMERGENCY RESPONSE PLANS PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

WHEREAS, Section 2801-a of the New York State Education Law requires the appointment of Building-Level School Safety Teams to annually review building-level emergency response plans, which teams shall be appointed by the building principals which shall include, but not be limited to representatives of teachers, administrators and parent organizations, school safety personnel, other school personnel, community members, law enforcement officials, local ambulance or other response agencies and other representatives of the Board of Education, and

WHEREAS, Any additions or amendments to the Building-Level Emergency Response Plans must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete annual review and approval process for the Building-Level Emergency Response Plans by July 1, 2017; and

WHEREAS, Any additions or amendments to the Building-Level Emergency Response Plans as approved must be filed with the appropriate local law enforcement agencies and state police within 30 days of their adoption; therefore be it

RESOLVED, That the Board of Education hereby authorizes each building principal to appoint Building-Level School Safety Teams in accordance with the regulations or guidelines prescribed by this Board of Education or the New York State Commissioner of Education, which Building-Level School Safety Teams shall include, but not be limited to representatives of teachers, administrators and parent organizations, school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and other representatives of the Board of Education or other governing body deemed appropriate.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.09 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER SUPPORT SERVICES INC. (BHSC) FOR EDUCATIONAL AND THERAPEUTIC SERVICES FOR REMAINING 2016-2017 SCHOOL YEAR COMMENCING JANUARY 1, 2017 (*REVISED*)

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

7.09 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER SUPPORT SERVICES INC. (BHSC) FOR EDUCATIONAL AND THERAPEUTIC SERVICES FOR REMAINING 2016-2017 SCHOOL YEAR COMMENCING JANUARY 1, 2017 (REVISED)(cont'd.)

WHEREAS, For many years Buffalo Hearing and Speech Center has worked with the City School District of the City of Niagara Falls by providing a program for students who have been identified as having significant speech and language delays; and

WHEREAS, The Superintendent recommends that the City School District of the City of Niagara Falls enter into an Agreement with Buffalo Hearing and Speech Center to provide educational and therapeutic services to students who are unable to attend public schools for their educational programs; and

WHEREAS, The attached Agreement authorizes the Buffalo Hearing and Speech Center to provide such services to students at a rate to be determined by the State Education Department for the period of January 1, 2017 through June 30, 2017; and

WHEREAS, Should the Committee on Special Education determine that students, whose progress may regress, require twelve-month programming the Buffalo Hearing and Speech Center shall provide the services for the additional two (2) months, July and August 2017, at a rate as determined by the State Education Department; and

WHEREAS, A decision must be made at this time in order for placement to begin commencing January 1, 2017, now therefore be it

RESOLVED: That the Board approves the Agreement with Buffalo Hearing and Speech Center support services, Inc. for period January 1, 2017 through June 30, 2017 a copy of which is attached; and be it further

RESOLVED: That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and be it further

RESOLVED: That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and be it further

RESOLVED: That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of January, 2017, by and between the THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and BUFFALO SPEECH AND HEARING CENTER, 50 E North St., Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

7.09 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER SUPPORT SERVICES INC. (BHSC) FOR EDUCATIONAL AND THERAPEUTIC SERVICES FOR REMAINING 2016-2017 SCHOOL YEAR COMMENCING JANUARY 1, 2017 (*REVISED*)(cont'd.)

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about January 1, 2017, and ending on or about June 30, 2017, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:
 - a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

7.09 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER SUPPORT SERVICES INC. (BHSC) FOR EDUCATIONAL AND THERAPEUTIC SERVICES FOR REMAINING 2016-2017 SCHOOL YEAR COMMENCING JANUARY 1, 2017 (REVISED)(cont'd.)

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall Commence on January 1, 2017 and continue until and through June 30, 2017. Either party may terminate this Agreement for any reason, upon giving the other Party thirty (30) days written notice of its intention to so terminate.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Attest:

Clerk
(SEAL)
Attest:
Clerk

City School District of the
City of Niagara Falls

By: _____

President

Buffalo Speech and Hearing Center

By _____

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

7.09 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER SUPPORT SERVICES INC. (BHSC) FOR EDUCATIONAL AND THERAPEUTIC SERVICES FOR REMAINING 2016-2017 SCHOOL YEAR COMMENCING JANUARY 1, 2017 (REVISED)(cont'd.)

STATE OF NEW YORK)
)ss
COUNTY OF NIAGARA)

On this ___ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.10 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2016 – 2017 SCHOOL YEAR (REVISED)

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, With the passage of the Education of All Handicapped Children Act, 94-142, and the regulations thereto related services must be provided if specified on a child's Individualized Education Program. The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, Music therapy is a related service designed to assist a student with a disability to benefit from an instructional program.

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, The Superintendent, upon the request of the Committee on Special Education recommends the City School District of the City of Niagara Falls (District) enter into an Agreement with Buffalo Hearing And Speech Center Support Services, Inc.(BHSC), at this time, so as to provide music therapy services to District students in need of such services at the rate of \$55.00 per hour; therefore be it

7.10 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2016 – 2017 SCHOOL YEAR (*REVISED*) (cont'd.)

RESOLVED, That the Board hereby approves the Agreement with the Buffalo Hearing and Speech Center attached hereto, to provide music therapy services to District students; and further be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Agreement to Provide Music Therapy Services

This agreement between Buffalo Hearing & Speech Center, hereinafter called the “Center”, and City School District of the City of Niagara Falls, hereinafter called the “School” for Music Therapy services.

I. Responsibilities of the Center

1. The Center will provide Music Therapy services to students with educational impairments as assigned by the School.
2. The Center will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Music Therapy services will be provided by a New York State Board Certified Music Therapist.
4. The Center’s assigned staff will participate in required meetings and conferences as requested by the School.
5. Center will assure clinical competence and credentials of the assigned staff. A copy of the assigned staff’s Certification and/or state licensure will be provided to the School upon request.
6. Center will submit a completed time sheet to the School on a weekly basis.

II. Responsibilities of the School

1. The School agrees to pay the BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minute interval.
2. Travel time in/out for missed sessions will be charged if Center staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

7.10 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2016 – 2017 SCHOOL YEAR (REVISED) (cont'd.)

4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Center.
5. In the event the School violates II.4. above, the parties agree that the Center will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Center in the amount of forty five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Center for court costs and attorney's fees incurred by the Center in enforcing this provision.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Center, and as such, the Center will undertake all employer obligations under federal and state laws.
2. Either party may terminate this Agreement with written notification sixty (60) days prior to actual termination.
3. This Agreement will be in effect starting January 1, 2017 and continue until and through June 30, 2017.

For: Buffalo Hearing & Speech Center

Date

For: City School District of The City of
Niagara Falls

Date

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this __ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

7.10 APPROVAL OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE MUSIC THERAPY FOR 2016 – 2017 SCHOOL YEAR (*REVISED*) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.11 APPROVAL OF AMENDMENT OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR (*REVISED*)

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, With the passage of the Education of All Handicapped Children Act, 94-142, and the regulations thereto related services must be provided if specified on a child's Individualized Education Program. The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, A related service is designed to assist a student with a disability to benefit from an instructional program. Related services include audiology, speech therapy, physical therapy, occupational therapy, counseling and psychology.

The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, During the July 1, 2016 – June 30, 2017 school year, the City School District of the City of Niagara Falls (District) entered into an Agreement with Buffalo Hearing And Speech Center (BHSC) Support Services, Inc., to provide speech therapy services. and

WHEREAS, the Superintendent recommends that that Agreement be amended to provide the services to District students in need of such services at the rate of \$55.00 per hour; therefore be it

RESOLVED, That the Board hereby approves the Amendment to Agreement with the Buffalo Hearing and Speech Center attached hereto, providing for speech therapy; and further be it

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

7.11 APPROVAL OF AMENDMENT OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR (*REVISED*)(cont'd.)

Agreement to Provide Speech Therapy Services

This agreement between BHSC Services, hereinafter called the “Provider”, and City School District of the City of Niagara Falls, hereinafter called the “School” **for speech-language therapy services.**

I. Responsibilities of the Provider

1. Provider will provide speech therapy services to students with speech-language-hearing impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
4. Center’s assigned staff will participate in required meetings and conferences as requested by the School.
5. Provider will assure credentials of the assigned staff. A copy of the assigned staff’s Certification and/or state licensure will be provided to the School upon request.
6. Provider will submit a completed time sheet to the School on a weekly basis.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services \$55.00 per hour for time spent rendering services. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minute interval.
2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of forty five thousand dollars (\$45,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney’s fees incurred by the Provider in enforcing this provision.

7.11 APPROVAL OF AMENDMENT OF AGREEMENT WITH BUFFALO HEARING AND SPEECH CENTER (BHSC) SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2016 – 2017 SCHOOL YEAR (REVISED)(cont'd.)

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this Amended Agreement with written notification sixty (60) days prior to actual termination.
3. This Amended Agreement will be in effect starting January 1, 2017 and continue until and through June 30, 2017.

For: BHSC Services

Date

For: City School District of the City of
Niagara Falls

Date

NEW YORK STATE)

) :ss

COUNTY OF)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.12 APPROVAL OF AMENDED AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR REMAINDER OF 2016-2017 SCHOOL YEAR (REVISED)

Mr. Barstys moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the District is in need of more appropriate programs for the unique educational needs of some special education students; and

WHEREAS, Students who are classified autistic require a more therapeutic treatment oriented program. The Kenmore-Town of Tonawanda Union Free School District is one of a few specific State-approved schools that provide such intensive services in educational programs for students identified as autistic; and

WHEREAS, During the 2016-2017 school year, the City School District of the City of Niagara Falls entered into an Agreement with Kenmore-Town of Tonawanda Union Free School District to provide educational and therapeutic services for students classified as autistic within their program for students who are unable to attend in-District public schools for their educational program; and

WHEREAS, The Amended Agreement with Kenmore-Town of Tonawanda School District modifies the fees to be paid to Kenmore-Town of Tonawanda for therapeutic services it provides to the District; and

WHEREAS, A decision must be made at this time in order for placement to continue for remainder of the 2016-2017 school year; now therefore be it

RESOLVED, That the Board approve the Amended Agreement with the Board of Education of the Kenmore-Town of Tonawanda Union Free School District for remainder of the 2016-2017 school year; and be it further

RESOLVED, That the Amended Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Amended Agreement; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this ____ day of January, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and Kenmore- Town of Tonawanda Union Free School District, 1500 Colvin Boulevard Kenmore, NY14223, party of the second part, herein called the School,

7.12 APPROVAL OF AMENDED AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR REMAINDER OF 2016-2017 SCHOOL YEAR
(REVISED)(cont'd.)

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, **included but not limited to students classified as autistic**; and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about January 1, 2017, and ending on or about June 30, 2017 the School will provide adequate and sufficient education and instruction for all children with disabilities, **including but not limited to students classified as autistic**, who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - 2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - 2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
 - 2.C . The School District shall maintain all responsibilities pursuant to meeting requirements and decision making for the Committee on Special Education pursuant to Part 200 of the New York State Education Law, including but not limited to CSE meetings and evaluations.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School the following rates with a factor of 0.553 to reflect the actual days of program. Rates charged for services rendered appear in parentheses:

7.12 APPROVAL OF AMENDED AGREEMENT WITH THE BOARD OF EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT FOR REMAINDER OF 2016-2017 SCHOOL YEAR
(REVISED)(cont'd.)

- Non-Res. 8-1:1 Tuition \$22,671.00 x .553 (\$12,537.06)
- OT/PT Consult \$26.00 per session
- Individual Counseling \$4,022.00 x .553 (\$2,224.16)
- Group Counseling \$2,011.00 x .553 (\$1,112.08)

for the education and instruction of the children so assigned to and enrolled at the School for part of the 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2016, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall commence January 1, 2017 and terminate June 30, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Kenmore-Town of Tonawanda Union Free School District of its intention to terminate.
7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

**7.12 APPROVAL OF AMENDED AGREEMENT WITH THE BOARD OF
EDUCATION OF THE KENMORE-TOWN OF TONAWANDA UNION FREE
SCHOOL DISTRICT FOR REMAINDER OF 2016-2017 SCHOOL YEAR
(REVISED)(cont'd.)**

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk

(SEAL)

Attest:

Clerk

THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

President

Kenmore-Town of Tonawanda Union Free School
District

By: _____

STATE OF NEW YORK)

) :ss

COUNTY OF)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) :ss

COUNTY OF NIAGARA)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

7.13 APPROVAL OF DISTRICT SMART SCHOOLS BOND ACT INVESTMENT PLAN- PHASE II

Mr. Barstys moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The State of New York enacted the Smart School Bond Act to enhance educational technology and infrastructure to improve learning and opportunity for students throughout the State; and

WHEREAS, The Smart Schools Bond Act requires Boards of Educations within the State to adopt a draft investment proposal for public comment and public hearing; and

WHEREAS, A Committee appointed by the Superintendent reviewed and drafted the Smart Schools Investment Plan- Phase II in accordance with the laws and regulations; and

WHEREAS, The Smart Schools Investment Plan – Phase II, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, A public hearing on the proposed Smart Schools Investment Plan – Phase II, is required for the participation of school personnel, parents and interested parties prior to its adoption; now, therefore, be it

RESOLVED, That the Board of Education received the proposed Smart Schools Investment Plan- Phase II, and be it further

RESOLVED, That the Smart Schools Investment Plan- Phase II, was filed in the District Clerk's office for public comment on December 16, 2016, and remained on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, That a public hearing was held on January 26, 2017 at the Administration Building at 630 66th Street, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, Board of Education approves the proposed Smart Schools Investment Plan- Phase II.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

RESOLUTION OPPOSING THE NOMINATION OF BETSY DEVOS FOR SECRETARY OF EDUCATION

Mr. Restaino moved to accept the resolution, in principle, proposed by NFT President Marcus Lathem, and that the resolution is referred to District Counsel for reworking as per debate held earlier; seconded by Mr. Barstys.

Mr. Restaino moved to amend the motion by further clarifying that the reworking of the language be done by Monday, as discussed and presented to the Board for a voice vote of acceptance by phone for submission accordingly; Mr. Petrozzi seconded the amendment. The amendment was approved unanimously by those present.

The original motion, as amended, was **approved** unanimously by those present on the motion made by Mr. Restaino, seconded by Mr. Barstys.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

8. REVIEW OF THE PROPOSED POLICY(IES)

None

9. REPORTS AND COMMENTS

To follow after Advanced Planning.

10. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
January 26, 2017

Congratulations to all award recipients.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
January 26, 2017
(cont'd.)

Budget deliberations will continue at the February 9th and February 23rd meetings.

Congratulations to Business teacher Holly Spanbauer, Chef to the Stars Chaz LaGreca, and Entrepreneurship students for "Groovie-Smoothie" at NFHS. Everyone is encouraged to go to Maple to see Mike Johnson's cow art – healthy eating.

Tomorrow at 10 a.m. Grade 5 at Hyde Park will be going on a virtual fieldtrip to the NASA Space Program. Board members are welcome to attend.

The District's cooks and assistant cooks, as part of the Professional Development Program, spent Saturday at the Culinary Institute. The feedback from those who attended was positive; new skills were learned, and they would like for the training to continue.

Thank you to...

St. James Methodist Church for donating hats, scarves, and gloves to Hyde Park.

Covanta Energy Corporation, who donated 55 uniform shirts to Kalfas; the shirts will be provided to students in need of a uniform.

Mrs. Judie Glaser for the time and effort put into securing the MLK speaker, Cuban speaker Alicia Granto for the celebration held February 16th at NFHS.

The 1500 books that were procured for the District by NFT are now in the schools.

WBFO will be taping Cafeteria Chats with NFHS students on February 1st; they will air it on 88.7 F.M.

The Niagara Orleans School Board Association Legislative Breakfast will be held Saturday, January 28th, at 8 a.m., Cornell Cooperative Extension in Niagara County. Mr. Laurie and Mr. Cancemi along with other school district reps across the county will be attending. Local legislators will be present to discuss current legislative issues.

District condolences were extended to the families of Mr. Christopher Brown, former Board member (2000-2010), Mr. Robert Fink, retired detective, and Mr. Jack Brundidge, all of who were community and school volunteers, who recently passed away and for whom the meeting will be adjourned in memory of tonight. Mr. Laurie had the pleasure of working with these gentlemen and expressed his appreciation for their dedication to public education, particularly Mr. Brown, who was a strong advocate who put four children through the system.

COMMENTS BY BOARD MEMBERS

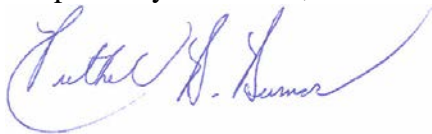
Mr. Cancemi presented the Superintendent and the Board with copies of the agreement with NCCC so that everyone knows what our students are doing. He also provided information on a program at BOCES that involves welding and how it's analyzed. He stated that BOCES Superintendent is looking at a building on 6th Street and that he, as an advocate for our District, is trying to make sure a couple of trade programs are housed in that building.

ADJOURNMENT

The January 26, 2017, Regular meeting was adjourned at 8:05 p.m. on the motion by Mr. Barstys, seconded by Mr. Petrozzi in memory of the following; all were in favor.

- *Mrs. Kathy A. Olander, mother of Erik Olander (Social Studies teacher @ NFHS) and mother-in-law of Julie Olander (Teaching Assistant @NFHS);
- *Mr. Robert W. McCoy, uncle of Donald McCoy (PSA @ Abate); Mrs. Lillian Grace Weber, mother of Shirley Warner (retired Sr. Account Clerk);
- *Mrs. Maureen Shanahan Devin, former teacher at Abate and Gaskill;
- *Mr. Jamil B. Abdellatif, cousin of Rick and Ruthel Dumas (Custodian @ Hyde Park and District Clerk, respectively);
- *Mr. Henry Lee Nash, uncle of Ruthel and Rick Dumas (Custodian @ Hyde Park and District Clerk, respectively);
- *Retired Detective Robert L. "Coach" Fink, husband of Emily M. Fink (substitute cafeteria worker);
- *Mr. Christopher Brown, former member of the Niagara Falls Board of Education;
- *Mr. John A. 'Jack' Brundage, community and school volunteer; and
- *Mr. William Blanchard, first NFT Union President.

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

FEBRUARY 2017 MEETINGS - MINUTES

DATE: February 9, 2017

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy (6:15)
Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, and Mr. Cancemi

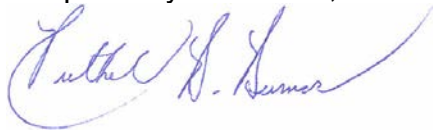
MEMBERS ABSENT: Mr. Restaino (*excused*)

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Budget Deliberation – *Mr. Laurrie/Mr. Giarrizzo*
- Agenda Review – February 23, 2017 Regular Meeting –
Mr. Laurrie, Mrs. Dumas/Ms. Massaro
- Superintendent's Reports

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

[This meeting was not tape-recorded](#)

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

FEBRUARY 2017 MEETINGS - MINUTES

DATE: February 23, 2017

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: Bishop Dobbs (*excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Attendance Policy – *Mr. Laurrie, Ms. Massaro, Mr. Wojton*
- Budget Deliberation – *Mr. Laurrie/Mr. Giarrizzo*
- Agenda Review – February 23, 2017, Regular Meeting – *Mr. Laurrie /Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff

Mr. Laurrie and the Board recognized the following as outstanding employees: Mr. Marc Daul, School Counselor at NFHS; Ms. Laura Lasher, Nurse at NFHS; Ms. Monica Petrishin, Nurse at NFHS; Ms. Joyce Wiepert, Senior School Monitor at Gaskill Prep School.

WRITTEN COMMUNICATIONS

None

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Barstys seconded the motion.

January 2017 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #7

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #7. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$3,769,182.35 among the following fund, function, object, and location codes:

General Fund:	\$ 3,756,440.56
Special Aid Funds:	\$ 12,741.79
Cafeteria Fund	\$ 0.00

The motion was approved unanimously by those present.

BIDS

None

TREASURER'S REPORT

The Treasurer's Report for November 2016 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for February 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

A motion to **amend** the Certificated Report by deleting the first name under Item III – Regular Substitutes, as recommended, was made by Mr. Jocoy, seconded by Mr. Bass; **approved** unanimously by those present.

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, as amended, Items I through VII. Mr. Bass seconded the motion.

I. PROBATIONARY APPOINTMENTS

Janeanne LePage <u>M</u>	Teacher Special Education Niagara Street School	\$49,357 Step 3-40M (pro-rated) A2250.133.061 (Revised Salary)	February 17, 2017
Sara Morreale <u>R</u>	Teacher Special Education Kalfas	\$49,788 Step 2-50M A2250.133.059	February 27, 2017

II. REGULAR SUBSTITUTES (60-DAY CONVERSIONS) – REVISION

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Richard Hoffman <u>R</u>	Teacher Math NFHS (Robert Touchette)	\$47,726 Step 1-30M (pro-rated) A2103.149.097;	September 7, 2016 – January 6, 2017 (Converted on 12/05/16) &
		\$23,863 Step 1-30M (.5) A2103.149.097	January 9, 2017 – NTE June 30, 2017 (.50 position)

III. REGULAR SUBSTITUTES (Name removed as per amendment)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Mary Kofahl <u>S</u>	Teacher Music Maple (.40) Cataract (.30)/NSS (.30) (Amy Heist)	\$47,726 Step 1-30M (pro-rated) A2162.120.060 (.40) A2162.120.057 (.30) A2162.120.061 (.30) (pending official transcript)	February 27, 2017 – NTE June 30, 2017
Crysta Swiatek <u>S</u>	Teacher Art NFHS (Annette Baumgarten)	\$40,922 Step 1 BA (pro-rated) A2160.130.045	February 27, 2017 – NTE June 30, 2017 (pending pre-employment requirements)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Cassandra DiCamillo-Slaiman	Teaching Assistant NFHS	Child-rearing (without pay)	February 16, 2017 – June 30, 2017

V. SCHEDULE B

1. 2016-17 PARENT EDUCATION WORKSHOPS – CATARACT – NTE 3 HOURS EACH – F2103.140.096.0117

Kathryn Barto	Jennifer Korzelius	Sarah Ruffolo
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2. FOCUS SCHOOL PLANNING WORK – CATARACT – NTE HOURS AS SEEN BELOW – F2103.140.098.0317

Elizabeth Canada – 2 HOURS	Noelle Gaetano – 2 HOURS	Lisa Malpica – 3 HOURS	Debra Olear – 1 HOUR
Patricia Rafferty – 2 HOURS			

3. GRADE 7 & 8 SOCIAL STUDIES ASSESSMENTS – NTE 10 HOURS EACH

Bryan Dean	Megan Glasser	Marcus Latham	Michael Mansour
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4. ADDITIONAL HOURS: EXTENDED DAY LEARNING PROGRAM – CATARACT – NTE 3 HOURS EACH – F2103.140.098.0317

Debrah Johnson	Shelly Laper	Thomas Marcantonio	Barbara Martin
Lisatta Reid	Kimi Watroba	Joanne Zimmerman	

5. PARENT TECHNOLOGY PRESENTERS NIGHT – ABATE – NTE 4 HOURS EACH

Peter Carlo	Carrie Cino	Allen Cowart	Cheryl Labelle
Angela Manella	Tammy Zaker		

6. PARENT TECHNOLOGY PRESENTERS NIGHT – GJ MANN – NTE 4 HOURS EACH – F2103.140.096.0117

Carrie Cino	Michael Kurilovitch	Cheryl Labelle	Angela Manella
Joanne Washcalus	Tammy Zaker		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- V. **SCHEDULE B (Continued)**
7. **ADDITION: EXTENDED DAY LEARNING PROGRAM – HYDE PARK – NTE 220 HOURS FOR THE GROUP – F2103.140.098.0317**
Mallory Davis Janyl Drozek Anthony Kutis
8. **SPRING 2017 TRC WORKSHOP: BOOK STUDY: CLASSROOM INSTRUCTION THAT WORKS – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117**
Marcus Latham
9. **ELEMENTARY MATHEMATICS RESOURCE RENEWAL COMMITTEE – NTE 11.25 HOURS EACH**
- | | | | |
|-----------------------|---------------------|------------------|-----------------|
| Deborah Asklar | Raquela Aversa | Janine Bellonte | Colleen Caprio |
| Carrie Cino | Elizabeth Colangelo | Maria D'Antonoli | Danielle Dionne |
| Catherine Dunstan | Maria Ehde | Lori Knapp | Patrina Leo |
| Sara Morreale | Joni Ann Orfano | Lynn Pasek | Jaime Pero |
| Angela Ruffolo | Nancy Scirto | Sara Strangio | Sunnie Ventry |
| Michele Walker | Joanne Washcalus | Daniel Weiss | Tammy Zaker |
| Maria Commisso-Martin | Domenica Kutis | | |
10. **MATH AND MOVEMENT FAMILY NIGHT EVENT – HYDE PARK – NTE 2 HOURS EACH – F2103.140.096.0117**
Janyl Drozek David Glahe Carol Kajfasz Sophia Williams
11. **AFTER SCHOOL STUDENT ACTIVITIES – KALFAS – NTE 2 HOURS EACH – A2101.140.059**
Danielle Dionne Domenica Kutis Rachelle Showers
12. **EXTENDED DAY PROGRAM – NFHS – NTE 50 HOURS EACH – F2103.131.007.6617**
Monica Smith-Gottlieb Michael Vilardo

V. SCHEDULE B (Continued)
13. SPRING 2017 ATHLETIC PLACEMENT PROCESS TESTING – NTE 8 HOURS EACH – A2855.141.098

14. ADDITION: EXTENDED DAY LEARNING TIME PROGRAM – GJ MANN – NTE 225 HOURS FOR THE GROUP – F2103.140.098.0117

15. GRADE 4 ELA CURRICULUM REVIEW & REVISION COMMITTEE – NTE 10.5 HOURS EACH – F2103.140.098.0117

16. PRIDE TEACHERS – NFHS – NTE 160 HOURS EACH – F2103.131.007.6617

VI. **SCHEDULE C**
SPRING 2017 COACHING APPOINTMENTS – 2016 – 2017 SCHOOL YEAR – A2855.141.098

VII. APPOINTMENTS SCHEDULES D, E, F, G

2. **SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017**
LPS – A2850.142.050

7

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items I through X.
Mr. Jocoy seconded the motion.

I.	<u>RESIGNATIONS</u>			
	<u>NAME</u> Brittany Sebring	<u>POSITION/LOCATION</u> Technology Associate 6 Hours Information Services	<u>YEARS OF SERVICE</u> 1 year 9 months	<u>EFFECTIVE DATE</u> February 7, 2017
II.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u> Kelly Bancroft-Billings <u>R</u>	<u>POSITION/LOCATION</u> Secretary I NFHS	<u>SALARY/ACCT. CODE</u> \$35,153 Step 1 (pro-rated) A2020.164.045	<u>EFFECTIVE DATE</u> February 27, 2017 (probationary period ends August 26, 2017)
	Glory Jackson <u>R</u>	Asst. Child Care Assoc. 6.5 Hrs. LPS (Revised Hours)	\$13.00/hr. Step 1 A2252.173.050	January 30, 2017 (probationary period ends May 29, 2017) (Revised end date)
	Erin Janese <u>R</u>	School Nurse Niagara Street School	\$39,713 Step 1 (pro-rated) A2815.167.098	March 6, 2017 (pending pre-employment requirements) (probationary period end date TBD)
	Steffany Kurilovitch <u>R</u>	Secretary I CSE Office	\$35,153 Step 1 (pro-rated) F2250.164.007.0717	February 27, 2017 (probationary period ends August 26, 2017)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. PROBATIONARY APPOINTMENTS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Judy Trombley <u>R</u>	Asst. Child Care Assoc. 6 Hours NFHS	\$13.00/hour Step 1 A2252.173.045	February 27, 2017 (probationary period ends June 26, 2017)

III. TEMPORARY APPOINTMENTS

PREPARATION FOR THE SCHOOL BOARD ELECTIONS (MAY 16, 2017) NTE 40 HOURS @ \$20.00/HR – A1060.463.028

John Owens

IV. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kelly Bancroft-Billings	Secretary I CSE office (Judy Harris)	\$35,153 Step 1 (pro-rated) A2250.164.007	Revised Dates: October 17, 2016 – February 26, 2017
Nadine Baugh	Library Associate 5.5 Hours Kalfas (Shelia Lewis)	\$14.86/hr. Step 2 w/Longevity A2610.175.059 (Revised Step)	Revised Dates January 23, 2017 – NTE June 30, 2017
Austin Bouche	Technology Associate 6 Hours Information Services (Cheryl LaBelle)	\$14.00/hr. Step 1 A1680.177.098	Feb 27, 2017 – NTE June 30, 2017(pending pre-employment requirements)
Katherine Luero	Asst. Child Care Assoc. 6 Hours Cataract (Tina Ryan)	\$13.00/hr. Step 1 A2252.173.057	Revised Dates: September 7, 2016 – March 31, 2017
Barbara Miller	School Monitor Lunch 3 Hours Kalfas (Nadine Baugh)	\$12.01/hr. Step 1 C2080.177.059	Revised Dates: January 24, 2017 – NTE June 30, 2017
Judith Trombley	Asst. Child Care Assoc. 6 Hours NFHS (Latrice Powell)	\$13.00/hour Step 1 A2252.173.045	Revised Dates: September 1, 2016 – February 26, 2017

V. REVISED TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Teresa Mascaro	\$39,713 Step 1 (pro-rated) School Nurse (.6) (Tues – Thurs) District-wide (Float for Christine Dobrasz)	\$39,713 Step 1 (pro-rated) School Nurse (.5) District-wide (Float for Christine Dobrasz)	March 6, 2017 – NTE June 30, 2017 (pending start date of replacement nurse)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC(Vincent Ventry, Sr.)	\$37,613 Step 1 A1623.162.052	March 1, 2017 – March 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6) A1623.167.015 (.4)	March 1, 2017 – March 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – LPS (Tad Golden)	\$30,477 Step 1 A1623.167.050	March 1, 2017 – March 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$30,477 Step 1 A1623.167.045	March 1, 2017 – March 31, 2017
Alesia Jones	Cleaner 7 Hours Maintenance (Christopher Cafarella)	\$32,159 Step 2 w/Longevity A1623.167.016	March 1, 2017 – March 31, 2017
Shanika Jones	Cleaner 7 Hours Kalfas (Garland Renford)	\$32,409 Step 2 w/Longevity A1623.167.058	March 1, 2017 – March 31, 2017
Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	March 1, 2017 – March 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	March 1, 2017 – March 31, 2017
Daniel Tunnicliff	Cleaner 8 Hours NFHS	\$36,996 Step 4 A1623.167.045	March 1, 2017 – March 31, 2017
Kaylee Ulrich	Cleaner 7 Hours Maintenance (Patricia Kozlowski)	\$31,109 Step 2 A1623.167.016	March 1, 2017 – March 31, 2017
Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	March 1, 2017 – March 31, 2017

VII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Carie Brazinski	Food Service Helper 3 Hours Hyde Park C2080.167.058	Food Service Helper 3.5 Hours Hyde Park C2080.167.058	February 27, 2017
Sarah Cummings	Food Service Helper 3 Hours Hyde Park C2080.167.058	Food Service Helper 3.5 Hours Hyde Park C2080.167.058	February 27, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Anita Fisher	Food Service Helper 3 Hours GJ Mann C2080.167.067	Food Service Helper 3.5 Hours GJ Mann C2080.167.067	February 27, 2017
Debra Gage	Food Service Helper 3 Hours LPS C2080.167.050	Food Service Helper 3.5 Hours LPS C2080.167.050	February 27, 2017
Andrea Greig	School Nurse Niagara Street A2815.167.061	School Nurse District-wide A2815.167.098	March 6, 2017 (pending start date of replacement nurse)
Jennifer Watson	Food Service Helper 3 Hours Kalfas C2080.167.059	Food Service Helper 3.5 Hours Kalfas C2080.167.059	February 27, 2017
Christina Wilson	Food Service Helper 3 Hours NFHS C2080.167.045	Food Service Helper 6 Hours 79 th Street C2080.167.065	February 27, 2017

VIII. CHANGE OF STATUS FROM PROBATIONARY TO TEMPORARY APPOINTMENT

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Samarana Samuel	Asst. Child Care Associate 6 Hrs. NFHS (probationary)	Asst. Child Care Associate 6 Hrs. NFHS (temporary for Patricia Williams)	Temporary Dates: January 11, 2017 – NTE March 23, 2017

IX. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Michael Hamilton	School Safety Officer GPS (probationary)	School Safety Officer GPS	March 1, 2017
Tina Ryan	Special Educ. Assoc. 5.5 Hours Abate (probationary)	Special Education 5.5 Hours Abate	February 24, 2017
Alec Scalzo M	Technology Assoc 6 Hours Info. Services (temporary for Brittany Sebring)	Technology Associate 6 Hours Information Services (provisional)	February 8, 2017
Dona Washington	Physical Educ. Assoc. 5.5 Hrs. Abate (probationary)	Physical Educ. Assoc. 5.5 Hrs. Abate	March 21, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Annette Davis	Pre-K Classroom Assoc. 5.5 Hrs. GJ Mann	FMLA (without pay)	January 30, 2017; February 1, 2017 ½ day;
Steffany Kurilovitch	Technology Associate 6 Hours Information Services	Other (to take other District position)	February 3, 2017 ½ day February 27, 2017 – August 26, 2017
Renee McCarthy	Food Service Helper 3 Hours NFHS	Personal (without pay)	February 23, 2017 – June 30, 2017
Brenda Waters	Physical Educ. Assoc. 6.5 Hours LPS	Medical (without pay)	February 13, 2017 – March 31, 2017

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Bass moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Special Education met on January 5, 10, 11, 12, 17, 18, 19, 20, 23, 24, 25, 26, 31, and February 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 2017 for the annual review of special education students and on December 21 and January 4, 5, 17, 18, 25, 27, 30, 31 and February 1, 2, 7, 9, 10, 13, 14, 15, 16, 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 2/23/17, 4, 4.08](#)) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Bass moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on January 19, 23, 26, and February 2, 8, and 16, 2017 to review and initiate the placement of preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 2/23/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1	Because I Tried Enterprise, Inc. P.O. Box 1278 Buffalo, NY 14214	Youth Mentoring Program	\$3,000.00	20 Days – To be determined	James Spanbauer	Maria Massaro 1/25/17 Mark Laurrie 1/25/17
2	Castellani Art Museum 7 Varsity Drive, P.O. Box 1938 Niagara University, NY 14109	Workshop Castellani Art Museum Tour for Teachers	\$650	February 28, 2017	Karen Waugaman	Maria Massaro 2/8/17 Mark Laurrie 2/8/17
3	Castellani Art Museum 7 Varsity Drive, P.O. Box 1938 Niagara University, NY 14109	Workshop Behind the Scenes of the Castellani Art Museum	\$650	March 21, 2017	Karen Waugaman	Maria Massaro 2/8/17 Mark Laurrie 2/8/17

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM COVANTA NIAGARA, L.P.

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, Covanta Niagara, L.P. has donated 44 uniform shirts (approximately \$500) and a popcorn machine (approximately \$300) to Henry J. Kalfas Magnet School; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept this donation to Henry J. Kalfas Magnet School; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Mr. Kevin O'Neil, Business Manager, Covanta Niagara, L.P., 100 Energy Blvd. at 56th Street, Niagara Falls, NY 14304.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.02 ACCEPTANCE OF FUNDS FOR THE 2016-2017 STATEWIDE UNIVERSAL FULL-DAY PREKINDERGARTEN GRANT

Mr. Petrozzi moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$289,131 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Statewide Universal Full-Day Prekindergarten Grant; and

RESOLVED, That the grant award of \$289,131 be credited to Revenue Account F3289.320.17 Statewide Universal Prekindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	BUDGET
F2510.150.007.3217	PRE-K COORDINATOR	\$19,493
F2510.150.061.3217	PRE-K ADMINISTRATOR	\$10,500
F2510.164.007.3217	CLERICAL	\$6,000
F2510.404.007.3217	CONTRACTUAL	\$223,000
F2510.540.007.3217	SUPPLIES	\$11,000
F2510.409.007.3217	TRAVEL	\$3,480
F2510.800.096.3217	ERS	\$965
F2510.802.096.3217	TRS	\$3,524
F2510.803.096.3217	FICA/MEDICARE	\$2,753
F2510.807.096.3217	HEALTH	\$5,354
F2510.970.096.3217	INDIRECT COST 3.9%	\$3,061
		\$289,131

Revenue Code: F3289.320.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Statewide Universal Full-Day Prekindergarten Grant
3. Funding Source: The State Education Department
4. Total Budget: \$289,131
5. Total Staff: 0
6. Number of Clients Served: 40 students
7. Major Objectives:

All four-year olds will develop a positive self-concept and attitude toward learning and life. They will understand and respect social and cultural diversity, develop relationships of mutual trust and respect with adults and peers and demonstrate increasing independence.

6.02 ACCEPTANCE OF FUNDS FOR THE 2016-2017 STATEWIDE UNIVERSAL FULL-DAY PREKINDERGARTEN GRANT (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.03 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/17 –2/28/18 (REVISED)

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District desires to enter into agreement with R. Cunningham Consultants, Inc. as a consultant in the area of Truancy Prevention programs for grades Prek-12; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with R. Cunningham Consultants, Inc. for consulting services for the period March 1, 2017 and terminating February 28, 2018; and

WHEREAS, Whereas The District pay R Cunningham Inc. Consultant a sum not to exceed \$45,000.00 for services rendered, upon submission of invoices acceptable to the District.; therefore ; be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Truancy Prevention Programs between the Niagara Falls City School District and R. Cunningham Consultants, Inc. attached hereto, be approved; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.03 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/17 –2/28/18
(REVISED) (cont'd.)

CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR

This agreement, MADE THIS DAY OF February 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and R. Cunningham Consultants, Inc., P.O. Box 432, Niagara Falls, New York 14302 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services in the area of truancy prevention, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to interpreting services and shall include without limitation, the following:
 - a. Provide truancy prevention intervention services Grades PreK-12;
 - b. The Second Party will maintain the strictest standards of ethical behavior and confidentiality;

All of these functions shall be performed under the direction of the Deputy Superintendent. This consultant should possess a thorough knowledge of truancy prevention initiatives.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$45,000. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

**6.03 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/17 –2/28/18
(REVISED) (cont'd.)**

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from March 1, 2017 through February 28, 2018, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party ten days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

Ronald Cunningham

President, Board of Education

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, t/he individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

On this _____ day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

**6.03 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM CONSULTANTS, INC. 3/1/17 –2/28/18
(REVISED) (cont'd.)**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.04 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THREE SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MARCH 1 – JUNE 30, 2017

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District requires support and guidance for completing of three District-led comprehensive school reviews; and

WHEREAS, A contract for consulting services with PLC Associates is needed to provide said consultation; and

WHEREAS, The contract will be for a term commencing March 1, 2017, and terminating June 30, 2017 for an amount not to exceed \$13,275.00 for 10.5 days of service to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves a contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing March 1, and terminating June 30, 2017 for an amount not to exceed \$13,275.00; and further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Board be authorized and directed to execute such contract; and further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

6.04 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THREE SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MARCH 1 – JUNE 30, 2017 (cont'd.)

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS 23rd DAY OF February, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the "First Party"), and PLC Associates, Pittsford, New York, 14534 hereinafter called the "Second Party");

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services regarding Focus District and School improvement planning, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant regarding Focus District and School improvement planning, which services shall include, without limitation, the following:
 - a. Technical Assistance to District staff for the planning and completion of three comprehensive school reviews for District Focus Schools
 - b. The writing of recommendations and final reports for said schools for submission to NYSED

All of these functions shall be performed under the direction of the District. This consultant should possess a thorough knowledge NYSED mandates and the Diagnostic Tool for School and District Effectiveness and related activities.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.
4. Compensation to the Second Party. Upon receipt of a payment invoice the District shall pay to PLC Associates, a sum not to exceed \$13,275.00, together with travel reimbursement not to exceed an additional \$1,000.00, to be paid in three (3) installments as follows: \$4,425.00 on April 1, 2017; \$4,425.00 on May 15, 2017 and the balance of \$4,425.00, on June 30, 2017, in addition to travel reimbursement up to but not to exceed \$1,000. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to and acquittance the Second Party, PLC Associates.
5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees.

6.04 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THREE SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MARCH 1 – JUNE 30, 2017 (cont'd.)

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 3/1/17 through 6/30/17, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.
7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NIAGARA FALLS CITY SCHOOL DISTRICT

President
Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NIAGARA)

On this day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

6.04 APPROVAL OF A CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, INC., FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR THREE SCHOOLS DESIGNATED AS FOCUS SCHOOLS FROM MARCH 1 – JUNE 30, 2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 02/01/17—06/30/17

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District previously decided to return several students to special education programming from out of district placements, and

WHEREAS, To accommodate the students and others students who are diagnosed with Autistic Spectrum Disorders (ASD) throughout the District schools, the District developed a new classroom in the District for students diagnosed with Autistic Spectrum Disorders (ASD) and

WHEREAS, In July of 2016 the District approved a Contract with The Summit Center a company that specializes in the treatment and instruction of children with ASD to render professional services and consultation associated with educational strategies for students with an ASD., and

WHEREAS, Summit now requests a modification of the Contract to include additional provisions and clarify others, primarily involving the indemnification and insurances to be provided.; now therefore be it

RESOLVED, That the Amended Contract for professional services and consultation with The Summit Center, for consultation associated with the provision of effective instructional, behavioral, and other educational strategies for students with an ASD, attached hereto, be approved; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.05 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 02/01/17—06/30/17 (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Amended Contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

Contract for Special Services

The Summit Center
150 Stahl Road
Getzville, New York 14068

This document will confirm an agreement by and between THE SUMMIT CENTER, a not for profit corporation, organized under the laws of the State of New York, hereinafter referred to as SUMMIT; and CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, hereinafter referred to as DISTRICT:

SUMMIT and DISTRICT do mutually agree to the following:

1. This contract shall cover from **February 23, 2017 to June 30, 2017.**
2. SUMMIT agrees to provide consulting services to address the needs identified below. These services are to be individually determined in concert with DISTRICT but may include direct instruction with a student, assessment, curriculum development, instructional support, measurement of clinical outcomes, staff training/supervision, and recommendations for behavioral support. Listed below are the names of the children identified and the expected maximum number of hours to be provided. Both SUMMIT and DISTRICT must approve any deviation from this list.

Consult Type & Expected Number of Hours

City School District of the City of Niagara Falls

Program/Classroom Consultation – up to 35 hours

3. DISTRICT agrees to pay SUMMIT for services rendered as follows:

Program/Classroom	\$195.00/hour**
Consultation	

In addition, SUMMIT will bill for any and all travel time that exceeds 30 minutes at a rate of \$100.00 per hour (partial cost of salary, benefits and expenses).

Billable services include direct activities provided on location, including consulting with educational staff/parents, reviewing records, attending meetings, and other similar activities, as well as consulting activities that may occur offsite (telephone, reports, reviewing case records, meetings and other similar activities). SUMMIT agrees to submit a bill for services in a timely manner at the close of each month.

4. **CANCELLATION POLICY:** DISTRICT must notify provider by phone or email of a cancellation or child absence within 1 hour of scheduled consultation. DISTRICT will be billed \$75.00 for any cancellations that have not been appropriately notified within a 1 hour timeframe of a scheduled consultation, plus any travel costs (as detailed above) that were incurred as a result of not getting sufficient notification of the cancellation. To cancel a scheduled consultation, the DISTRICT must call (716) 799-8525 or email jcarlson@thesummitcenter.org.

6.05 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 02/01/17—06/30/17 (cont'd.)

5. The terms of this agreement may be amended only in writing with the mutual consent of both parties and may be terminated with 10 days written notice by either party.
6. It is agreed between the parties hereto that nothing in this agreement shall be construed as giving either party any control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.
7. **INDEMNIFICATION OF DISTRICT:** SUMMIT will indemnify DISTRICT and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises, occasioned wholly or in part by an act or omission of SUMMIT, its agents, contractors, employees and/or servants. In the event DISTRICT shall, without fault on its part, be made a party to any litigation commenced by or against SUMMIT, SUMMIT shall protect and hold DISTRICT harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by DISTRICT in connection with such litigation. SUMMIT shall provide written notification to DISTRICT upon notification or knowledge of any claim being made under this provision.
8. **INDEMNIFICATION OF SUMMIT:** DISTRICT will indemnify SUMMIT and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises, occasioned wholly or in part by an act or omission of DISTRICT, its agents, contractors, employees and/or servants. In the event SUMMIT shall, without fault on its part, be made a party to any litigation commenced by or against DISTRICT, DISTRICT shall protect and hold SUMMIT harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by SUMMIT in connection with such litigation. DISTRICT shall provide written notification to SUMMIT upon notification or knowledge of any claim being made under this provision.
9. **INSURANCE:** SUMMIT shall maintain, at its own expense, insurance in such amounts and for such purposes as the parties hereinafter agree on and shall carry:
 1. **Workman's Compensation Insurance** as required by the State of New York.
 2. SUMMIT shall, at its own cost and expense, maintain in force a policy of **General Liability Insurance** in an amount of one million per incident, three million aggregate. Each of the parties will name the other as an insured under their said policies.
 3. Each party shall maintain insurance from an A.M. Best rated "secured", New York State admitted insurer; provide for 30 days Notice of Cancellation; SUMMIT's policy should provide that it is primary coverage for DISTRICT, its board and employees for the purposes of paragraph 6. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - SUMMIT agrees to indemnify DISTRICT for applicable deductibles;
 - The insurance producer must indicate whether or not they are an agent for the companies providing the coverage and be in an amount of: **General Liability Insurance:** \$1,000,000 per occurrence/ \$3,000,000 aggregate.
 - SUMMIT acknowledges that failure to obtain such insurance on behalf of DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DISTRICT. SUMMIT is to provide DISTRICT with a certificate of insurance, evidencing the above requirements

6.05 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL MENTAL HEALTH AND CONSULTATION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTATION SERVICES—THE SUMMIT CENTER, INC. 02/01/17—06/30/17 (cont'd.)

have been met, prior to the commencement of work or use of facilities. DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SUMMIT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only DISTRICT, but also the NYSIR, as DISTRICT's insurer.

9. Signatures:

Stephen R. Anderson, Ph.D.
Chief Executive Officer
The Summit Center

Date

City School District of the City of Niagara Falls

Date

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, t/he individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of February 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Vincent A. Cancemi**, President of the Board of Education of the City School District of the City of Niagara Falls, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Mr. Jocoy,
Mr. Paretto, Mr. Petrozzi, Mr. Restaino,
Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurrie
February 23, 2017

Congratulations to all award recipients.

Everyone is encouraged to visit Niagara Street School Art Gallery.

Students will be working at the Community Mission.

Staff to be honored in March is being considered.

Thank you to the Board for their continued support and confidence.

79th Street School will host "Bald for Bucks" raising funds for Cancer Awareness.

Wolverines Boys' basketball team has a game tomorrow. *Good Luck!*

Last Parent Tech Night, Monday, March 6 from 6 p.m. to 8 p.m. at Abate School.

COMMENTS BY BOARD MEMBERS

None

EXECUTIVE SESSION

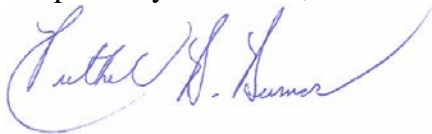
At 7:30 p.m., a motion for Executive Session was made by Mr. Restaino to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation, and matters pertaining to the financial credit of a person or persons or corporation; seconded by Mr. Barstys, motion passed unanimously by those present.

ADJOURNMENT

Executive Session was adjourned and the Regular meeting was reconvened and adjourned at 7:50 p.m. on the motion made by Mr. Barstys, seconded by Mr. Petrozzi in memory of the following; all were in favor.

- *Mr. Louis "Coach" Marcantonio, retired teacher and bowling coach and the father of Thomas A. Marcantonio (Teaching Assistant)
- *Mrs. Romila "Linda" Avojan, mother of Roseann Avojan (cook @ Niagara Street School)
- *Mr. Harold M. Wise, father of Betty E. Ivancic (secretary @ NFHS)
- *Mr. Anthony Wiatr Jr., brother-in-law of Kathy Mauro (Classroom Associate @ NFHS)
- *Ms. Mary H. "Bettie" Goodall, retired secretary
- *Mrs. Sandra L. (Kazeangin) Karch, sister of former Board member Robert Kazeangin who currently serves on the Board's Audit Committee

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MARCH 2017 MEETINGS - MINUTES

DATE: March 9, 2017

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

MEMBERS ABSENT: None

TLC TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- Transgender Policy – *Mr. Laurrie/Ms. Massaro*
- Budget Deliberation – *Mr. Laurrie/Mr. Giarizzo*
- Agenda Review – March 23, 2017 Regular Meeting –
Mr. Laurrie, Mrs. Dumas/Ms. Massaro
- Superintendent's Reports

EXECUTIVE SESSION

At 7:20 p.m., a motion for Executive Session was made by Bishop Dobbs to discuss personnel matters which may lead to the demotion/discipline/ suspension/dismissal or removal of a person, persons, or corporation, and contractual matters; seconded by Mr. Barstys, motion passed unanimously by those present.

ADJOURNMENT

Executive Session was adjourned and the Board Review Session was reconvened and adjourned at 8:10 p.m. on the motion made by Bishop Dobbs, seconded by Mr. Restaino; all were in favor.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MARCH 2017 MEETINGS - MINUTES

DATE: March 23, 2017

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:00 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

MEMBERS ABSENT: Mr. Jocoy and Mr. Vilardo (*both excused*)

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed ([*notes of the work session are available ...Boarddocs Library/General*](#)):

- Budget Deliberation and Proposed 2017-18 Budget Amount – *Mr. Laurie/Mrs. Holody*
- Property Tax Report Card Review – *Mrs. Holody*
- Agenda Review – March 23, 2017, Regular Meeting – *Mr. Laurie /Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Staff, Coaches, and Athletes

1. Mr. Laurie and the Board recognized the following as outstanding employees for their service to the District and its students: Mrs. Deborah Gardner, Senior Account Clerk; Mrs. Annette Jaroszewski, Senior Account Clerk; Mr. Michael Johnson, Art Teacher; Mrs. Judy Martin, Associate Family Support Assistant, and Ms. Margaret Mozell, Associate Family Support Assistant.

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Staff, Coaches, and Athletes (cont'd)

2. In addition, the following coaches and athletes were recognized for being a NYSPHSAA State Indoor Track Champion in the ~ 4 x 200 Relay:

Coaches: Mr. Rich Meranto, Teacher on Special Assignment
Mr. Jonathan Robins, Phys. Ed. Teacher
Frank Rotundo, Teaching Assistant

Athletes: Rodney Barnes
Christian Meranto
Tarig Taul
Roshain Wallace

Mr. Cancemi complimented Mr. Laurrie for the initiation of the Recognition Program.

ORAL COMMUNICATION – None

WRITTEN COMMUNICATIONS

Mr. Cancemi acknowledged receipt of a thank you note from Mr. Robert Kazeangin, former Board member and member of the Board Audit Committee, for the Board's expression of condolences for the passing of his sister.

ROUTINE MATTERS

MINUTES

Bishop Dobbs moved for approval of the following minutes. Mr. Restaino seconded the motion.

February 2017 Board Meetings

The motion was approved unanimously by those present.

BUDGET TRANSFER #8

Bishop Dobbs moved for approval of the following resolution on Approval of Budget Transfer #8. Mr. Restaino seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$316,532.46 among the following fund, function, object, and location codes:

General Fund:	\$ 289,697.93
Special Aid Funds:	\$ 26,834.53

The motion was approved unanimously by those present.

BID #1 – JANITORIAL SUPPLIES

Mr. Paretto moved for approval of the following resolution on Approval of Bid #1 – Janitorial Supplies. Mr. Restaino seconded the motion.

WHEREAS, Funds are available in the "Inventory Reserve Fund" established by the Board of Education on July 1, 1978; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 1 - Janitorial Supplies; and

WHEREAS, Legal notice was published January 26, 2017 and bid documents were mailed to or secured by 22 potential bidders; and

WHEREAS, Bids were publicly opened and read on February 16, 2017 and 11 properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. David Spacone, Supervisor of Operations and Maintenance; Earl Smeal, Purchasing Agent, therefore, be it

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, New York, award these contracts to the lowest responsible bidders in accordance with specifications, as follows:

<u>Award</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
1A	American Poly	3	16,325.00
1B	Chudy	15	24,427.96
1C	Corr	4	2,357.24
1D	Dobmeier	7	1,271.28
1E	Rick's Rags	1	1,450.00
1F	Wescott Group	4	8,780.96
1G	Veritiv	2	<u>3,398.80</u>
	Released to Open Market	<u>1</u>	
	TOTAL	37	\$58,011.24

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

BID #2 – PAPER SUPPLIES

Mr. Paretto moved for approval of the following resolution on Approval of Bid #2 – Paper Supplies. Mr. Restaino seconded the motion.

BID #2 – PAPER SUPPLIES *(cont'd.)*

WHEREAS, Funds are available in the "Inventory Reserve Fund" established by the Board of Education on July 1, 1978; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 2 - Paper Supplies; and

WHEREAS, Legal notice was published February 10, 2017 and bid documents were mailed to or secured by eight potential bidders; and

WHEREAS, Bids were publicly opened and read on March 9, 2017, and five properly executed bids were received; and

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
2A	Contract Paper Group	2	\$2,042.50
2B	W.B.Mason	16	101,343.60
2C	Veritiv	5	1,310.00
Total		23	\$104,696.10

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

BID #20 – 50" FLAT PANEL TV MONITORS

Mr. Paretto moved for approval of the following resolution on Approval of Bid #1 – 50" Flat Panel TV Monitors. Mr. Restaino seconded the motion.

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 20 - 50 inch Flat Screen LED TV Monitors; and

WHEREAS, Legal notice was published February 27, 2017 and bid documents were mailed to or secured by (8) eight potential bidders; and

WHEREAS, Bids were publicly opened and read on March 14, 2017, and (6) six properly executed bids were received; and

BID #20 – 50” FLAT PANEL TV MONITORS (cont’d.)

WHEREAS, Bids were analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract to the lowest responsible bidders in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
1	G & G Technologies	1	\$56,173.75

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

TREASURER’S REPORT

The Treasurer’s Report for December 2016 and January 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for March 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items I through V, and Addendum, Item I – NFT Calendar 2017-2018. Mr. Barstys seconded the motion.

I. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Mary Kofahl <u>S</u>	Teacher Music Cataract (.5) NSS (.4) Kalfas (.1) (Amy Heist) (Revised Locations)	\$49,342 Step 4-30M (pro-rated) A2162.120.057 (.5) A2162.120.061 (.4) A2162.120.059 (.1) (Revised Step & Salary)	February 27, 2017 – NTE June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II.	<u>REGULAR SUBSTITUTES (60-DAY CONVERSIONS)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Kristen Forcucci <u>S</u>	Teacher Special Education Niagara Street (Christina Magnuson)	\$43,414 Step 1-BA30 (pro-rated) A2103.149.097	November 23, 2016 – NTE June 30, 2017 (Converted on 3/03/17)
	Lauren Lamparelli <u>S</u>	Teacher Special Education Kalfas (Heidi Ingham)	\$41,753 Step 1-BA10 (pro-rated) A2103.149.097	November 28, 2016 – NTE June 30, 2017 (Converted on 3/06/17)
III.	<u>APPROVAL OF EXTENSION OF RESIDENCY REQUIREMENT</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>PREVIOUS DATE</u>	<u>EXTENSION DATE</u>
	Diane Pati <u>M</u>	Teacher Elementary Cataract Elementary School	February 28, 2017	March 17, 2017
IV.	<u>SCHEDULE B</u>			
1.	<u>RECISION: ELEMENTARY MATHEMATICS RESOURCE RENEWAL COMMITTEE – NTE 11.25 HOURS – F2103.140.098.0117</u>			
	Nancy Scirto			
2.	<u>AUTISM/COMMUNICATIVE DISORDERS COMMITTEE – NTE 10 HOURS EACH – A2250.140.098</u>			
	Kathryn Barto Sarah Ruffolo	Susan Marcolini	Cheryl Meteer	Bryan Rotella
3.	<u>CO-TEACHING COMMITTEE – NTE 10 HOURS EACH – A2250.140.098</u>			
	Ashley Biro Tammy Zaker	Rina Dunlap	Maria Meranto	Melissa Ranieri
4.	<u>MENTOR TEACHER INTERNSHIP PROGRAM (MTIP) COORDINATOR – 2016-17 SCHOOL YEAR – NTE 5 HOURS PER WEEK OR 200 TOTAL HOURS – F2103.140.098.2217</u>			
	Kathleen Urban			
5.	<u>ADDITION: ELEMENTARY MATH RESOURCE RENEWAL COMMITTEE – NTE 11.25 HOURS – F2103.140.098.0117</u>			
	Marquetta Hunter			
6.	<u>ADDITION: GRADE 4 ELA CURRICULUM REVIEW & REVISION COMMITTEE – NTE 10.50 HOURS – F2103.140.098.0117</u>			
	Catherine Sullivan			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. SCHEDULE B (Continued)

7. FOCUS SCHOOL PLANNING WORK – CATARACT – NTE 1 HOUR EACH – F2103.140.098.0317

Elizabeth Canada	Noelle Gaetano	Lisa Malpica	Debra Olear
Patricia Rafferty			

8. AFTER SCHOOL EVENTS – NIAGARA STREET SCHOOL – NTE 10 HOURS EACH – F2103.140.096.0117

Ashley Andreana	Ashley Biro	Janine Bellonte	Christina Custode
Jennifer Everts	Jessica Fronczak	Kelly Gawron	Mary Jo Hurtt
Joseph Jacob	Jeanne LePage	Tina Ligammare	Susan Marcolini
Angela Ruffolo	Kassie Sillett	Daniel Weiss	
Raquela Aversa	Zoe Pelletieri	Amanda Vail	

9. TRC WORKSHOP: ELL, COLLABORATION AND THE DEMOGRAPHICS OF THE STUDENTS OF THE NIAGARA FALLS CITY SCHOOL DISTRICT – SESSION 2 – MAY/JUNE 2017 – NTE 9 HOURS @ 50.00/HR. – F2070.131.007.8117

Bryan Rotella

10. FLUENCY THROUGH MOVEMENT, GRADES 3, 4, & 5 – SATURDAY, MARCH 11, 2017 – NTE 3 HOURS EACH – F2103.131.007.2117

Caterina Antonacci	Jessica Fronczak	Donna Nadrowski	Angela Ruffolo
Daniel Weiss			

V. SCHEDULE C

SPRING 2017 SPORTS SUPPORT STAFF APPOINTMENTS - \$50.69/PER DAY – NTE 20 EVENTS EACH – A2855.141.098

Martin Campbell	Bryan Devantier	Vicky Drylewski	Louise Dunning
Richard Dunning	Mark Edwards	Leslie Ellis	Anne Marie Fowle
Michael Hamilton	Betty Ivancic	Teresa Kurilovitch	Carol Lucas

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V. SCHEDULE C

SPRING 2017 SPORTS SUPPORT STAFF APPOINTMENTS - \$50.69/PER DAY – NTE 20 EVENTS EACH – A2855.141.098

Gloria Mayes	William Mayes	Kelly Maynard	Erik Olander
Nicholas Ruffolo	Mark Teoli	David Tirabassi	Daniel Weiss
Rasheen Wilson	Peter Yarussi		

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

NIAGARA FALLS SCHOOL DISTRICT

2017-2018 School Event Calendar

July 2017						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July		
3	Monday	No Staff
4	Tuesday	Independence day No Staff

August		
14-15	Mon-Tues	New Staff Orientation

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

September 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September		
4	Monday	Labor Day
5	Tuesday	Teachers Report to Schools - All Day A.M. - NFT Meeting - P.M. Faculty Meeting
6	Wednesday	Superintendent's Conference Day - No Students
7	Thursday	First Full Day for Students
22	Friday	NFHS: A.M. Students/P.M. Staff Development PREP: A.M. Students/P.M. Staff Development

October 2017						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October		
9	Monday	Columbus Day - No Students/No Staff

November 2017						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November		
7	Tuesday	Elementary: A.M. Students - 11:55 Dismissal P.M./Evening - Parent/Teacher Conferences
8	Wednesday	Preparatory: A.M. Students P.M./Evening - Parent/Teacher Conferences
9	Thursday	NFHS: A.M. Students P.M./Evening - Parent/Teacher Conferences
10	Friday	Veterans Day (observed) - No Students/No Staff
23-24	Thurs-Fri	Thanksgiving Holiday - No Students/No Staff

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

December 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

December		
22	Friday	Last Day of Classes before Winter Recess
25-	Friday -	
29	Friday	Winter Recess - No Students/No Staff

January		
1	Monday	New Year's Day-Winter Recess-No Students/No Staff
2	Tuesday	Return from Winter Recess
15	Monday	Rev. Dr. Martin Luther King, Jr. Holiday - No Students/No Staff
26	Friday	NFHS: Superintendent's Conference Day A.M./P.M. - Staff Development

February		
19	Monday	President's Day - No Students/No Staff
20	Tuesday	No Students/No Teachers
21	Wednesday	Elementary: Superintendent's Conference Day A.M. Staff Development P.M./Evening - Parent/teacher Conferences
21	Wednesday	NFHS: Superintendent's Conference Day A.M./P.M. Staff Development
28	Wednesday	Preparatory: A.M. Students P.M./Evening - Parent/Teacher Conferences
Snow Day Pay Back #1 - February 20		

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

March 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March

1	Thursday	NFHS: Parent/Teacher Conferences - (4:00-7:00 P.M.)
26	Monday	-
30	Friday	Spring Recess - No Students/Teachers or 10 Month Staff
30	Friday	No 12 Month Staff

Teacher Compensation Day - March 26

Snow Day payback #8 - #11 - March 29,28,27,26

April

2	Monday	-
6	Friday	Spring Recess - No Students/Teachers or 10 Month Staff
9	Monday	Return from Spring Recess - Students/Teachers 10 mo staff
23	Monday	Elementary/ Preparatory Superintendent's Conference Day A.M./P.M. Staff Development

Snow day Payback #3 - #7 - April 6,5,4,3,2

May

14	Monday	Elementary/ Preparatory Superintendent's Conference Day A.M./P.M. Staff Development
25	Friday	No Students/Teachers or 10 Month Staff
28	Monday	Memorial Day - No Students/No Staff

Snow day Payback #2 - May 25

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

June 2018						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June		
8	Friday	NFHS: A.M. Students P.M. Staff Development
11	Monday	NFHS: Superintendent's Conference Day
20	Wednesday	Preparatory: A.M. Students/P.M. Staff Development
21	Thursday	Elementary: A.M. Students/P.M. Staff Development Last day for Students
21	Thursday	Preparatory: Superintendent's Conference Day
22	Friday	Rating Day - No Students - Last Day for Teachers

ADDENDUM TO NIAGARA FALLS CITY SCHOOL DISTRICT CALENDAR 2017-2018

12 MONTH EMPLOYEES ASC/NIAS/CSEA

<u>17 PAID HOLIDAYS</u>	
1./2. Independence Day Mon/Tues	July 3,4, 2017
3. Labor Day	September 4, 2017
4. Columbus Day	October 9, 2017
5. Veterans Day	November 10, 2017*observed
6. Thanksgiving	November 23, 2017
7. Day After Thanksgiving	November 24, 2017
8. Christmas	December 25, 2017
9. Winter Recess	December 26, 2017
10. Winter Recess	December 27, 2017
11. Winter Recess	December 28, 2017
12. Winter Recess	December 29, 2017
13. New Year's Day	January 1, 2018
14. Martin Luther King, Jr. Day	January 15, 2018
15. President's Day	February 19, 2018
16. Good Friday	March 30, 2018
17. Memorial Day	May 28, 2018

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

NURSES:

Note: On two (2) Parent/Teacher Conference Days public school nurses will attend evening conferences and will have a payback compensation day on **March 26, 2018**.

First Scheduled Work Day

September 6, 2017

Last Scheduled Work Day

June 22, 2018

15 PAID HOLIDAYS	
1. Columbus Day	October 9, 2017
2. Veterans Day	November 10, 2017* observed
3. Thanksgiving	November 23, 2017
4. Day After Thanksgiving	November 24, 2017
5. Christmas	December 25, 2017
6. Winter Recess	December 26, 2017
7. Winter Recess	December 27, 2017
8. Winter Recess	December 28, 2017
9. Winter Recess	December 29, 2017
10. New Year's Day	January 1, 2018
11. Martin Luther King, Jr. Day	January 15, 2018
12. President's Day	February 18, 2018
13. Spring Recess	March 27, 2018
14. Good Friday	March 30, 2018
15. Memorial Day	May 28, 2018

NO WORK/NO PAY DAYS

February 20, 2018

March 28, 29, 2018

April 2-6, 2018

May 25, 2018

ASSOCIATES:

Note: Unless designated as an Associate Professional Development Day, Associates will not work on full Superintendent Conference Days, on half-day Superintendent Conference Days or whenever students are not in attendance.

In addition, **Prep lunch associates** will not work during exam periods or on half-day Staff Development Days.

First Scheduled Work Day

September 7, 2017

Last Scheduled Work Day

June 22, 2018

**PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I –
CALENDAR 2017-2018 (cont'd.)**

ASSOCIATES:

(cont'd.)

Full day Professional Development Days

September 6, 2017

April 23, 2018

June 22, 2018

<u>15 PAID HOLIDAYS</u>	
1. Columbus Day	October 9, 2017
2. Veterans Day	November 10, 2017*observed
3. Thanksgiving	November 23, 2017
4. Day After Thanksgiving	November 24, 2017
5. Christmas	December 25, 2017
6. Day After Christmas	December 26, 2017
7. Winter Recess – Annual	December 27, 2017*
8. Winter Recess - Annual	December 28, 2017*
9. New Year's Day	January 1, 2018
10. Martin Luther King, Jr. Day	January 15, 2018
11. President's Day	February 19, 2018
12. Good Friday	March 30, 2018
13. Spring Recess – Annual	March 26, 2018
14. Spring Recess - Annual	March 27, 2018
15. Memorial Day	May 29, 2017

<u>NO WORK/NO PAY DAYS</u>
December 29, 2017
February 21, 2018
March 28, 29, 2018
April 2-6, 2018
May 25, 2018

CAFETERIA STAFF:

Note: Cafeteria staff at NFHS, Gaskill, and LaSalle, will be in **No Work/No Pay** status during testing periods and exam weeks.

First Scheduled Work Day

September 1, 2017: Cooks, Assistant Cooks

September 7, 2017: All Other Cafeteria Staff

Last Scheduled Work Day

To Be Determined

**PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I –
CALENDAR 2017-2018 (cont'd.)**

CAFETERIA STAFF:

(cont'd.)

<u>15 PAID HOLIDAYS</u>	
1. Columbus Day	October 9, 2017
2. Veterans Day	November 10, 2017*observed
3. Thanksgiving	November 23, 2017
4. Day After Thanksgiving	November 24, 2017
5. Christmas	December 25, 2017
6. Winter Recess	December 26, 2017
7. Winter Recess	December 27, 2017
8. Winter Recess	December 28, 2017
9. Winter Recess	December 29, 2017
10. New Year's Day	January 1, 2018
11. Martin Luther King, Jr. Day	January 15, 2018
12. President's Day	February, 19, 2018
13. Spring Recess	March 26, 2018
14. Good Friday	March 30, 2018
15. Memorial Day	May 28, 2018

NO WORK/NO PAY DAYS	
September 4, 2017	ALL
September 22, 2017	NFHS
November 9, 2017	NFHS
January 27, 2018	NFHS
February 20, 2018	ALL
February 21, 2018	ELEM/NFHS
March 27-29, 2018	ALL
April 2-6, 2018	ALL
April 23, 2018	ELEM/PREP
May 14, 2018	ELEM/PREP
May 25, 2018	ALL
June 8, 2018	NFHS
June 11, 2018	NFHS
June 21, 2018	PREP

**Niagara Falls City School District
2017 - 2018 Calendar**

2017 - 2018 Proposed Snow Day Payback Order		
Date	Pay Back #	Snow Day #
February 20	1	3
May 25	2	4
April 6	3	5
April 5	4	6
April 4	5	7
April 3	6	8
April 2	7	9
March 29	8	10
March 28	9	11
March 27	10	12
March 26	11	13

PERSONNEL REPORT--CERTIFICATED STAFF – ADDENDUM I – CALENDAR 2017-2018 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Bishop Dobbs moved for approval of the following Personnel Report for Classified Staff, Items I through XIV.
Mr. Restaino seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Charles LaGreca	Food Service Administrator Cafeteria Services	2 years	April 27, 2017

II. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
LaTanya Johnson <u>R</u>	Food Service Helper 3 Hours Abate	\$13.81/hour Step 1 C2080.167.056	March 27, 2017 (probationary period ends November 26, 2017)
Teresa Mascaro <u>M</u>	School Nurse (.5) District-Wide	\$39,713 Step 1 (.5) (pro-rated) A2815.167.098	March 27, 2017 (probationary period ends November 26, 2017)

III. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Christopher Cafarella <u>R</u>	Custodian Niagara Street School	\$48,318 Step 1 w/Longevity A1623.162.061	March 27, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III.	<u>PROVISIONAL APPOINTMENTS (Continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Patricia Kozlowski R	Custodian Maple Avenue School	\$47,268 Step 1 A1623.162.060	March 27, 2017
IV.	<u>REVISION: REAPPOINTMENTS FOR THE 2016-2017 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2016 – JUNE 30, 2017</u>			
	<u>FAMILY SUPPORT ASSISTANTS – CEC – F2103.176.098.8417 – 7 HOURS</u>			
	Judith Martin	Margaret Mozell		
V.	<u>END OF TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Patricia Kozlowski	Porter Hyde Park (Rick Dumas)	\$39,397 Step 2 A1623.162.058	March 26, 2017
	Daniel Tunnicliff	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,996 Step 4 A1623.167.045	March 26, 2017
	Vincent Ventry, Sr.	Custodian Niagara Street (Richard Silvaroli)	\$51,424 Step 2 w/Longevity A1623.162.061	March 26, 2017
VI.	<u>TEMPORARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Juanita Bradberry	Classroom Assoc. Pre-K 5.5 Hrs. Niagara Street (Elizabeth York)	\$14.00/hr. Step 1 F2510.177.061.3117	March 27, 2017 – NTE June 30, 2017
	Scott Sherwood	Technology Associate 6 Hours Abate (Steffany Kurilovitch)	\$14.00/hr. Step 1 A1680.177.098	March 22, 2017 – NTE June 30, 2017 (pending pre-employment requirements)
	Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$35,555 Step 2 A1623.167.045	March 27, 2017 – April 30, 2017
	Donna Sullivan	School Monitor Lunch 3 Hours Abate (Dona Washington)	\$12.47/hr. Step 2 C2080.176.056	Revised Dates: November 21, 2016 – NTE April 30, 2017
	Daniel Tunnicliff	Porter Maple Avenue School (Rick Dumas)	\$37,613 Step 1 A1623.167.060	March 27, 2017 – April 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$37,613 Step 1 A1623.162.052	April 1, 2017 – April 30, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6) A1623.167.015 (.4)	April 1, 2017 – April 30, 2017
James Colquitt	Cleaner 7 Hours District-wide – LPS (Tad Golden)	\$30,477 Step 1 A1623.167.050	April 1, 2017 – April 30, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$30,477 Step 1 A1623.167.045	April 1, 2017 – April 30, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$32,159 Step 2 w/Longevity A1623.167.016	April 1, 2017 – April 30, 2017
Shanika Jones	Cleaner 7 Hours Kalfas (Garland Renford)	\$32,409 Step 2 w/Longevity A1623.167.058	April 1, 2017 – April 30, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	April 1, 2017 – April 30, 2017
Kaylee Ulrich	Cleaner 7 Hours District-Wide – LPS (Maria Strangio)	\$31,109 Step 2 A1623.167.050	March 27, 2017 – April 30, 2017

VIII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Amanda Farinas	Food Service Helper 3 Hours 79 th Street C2080.167.065	Food Service Helper 3 Hours GJ Mann C2080.167.067	March 6, 2017

IX. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Mark Palmer 819 Willow Avenue Niagara Falls, NY 14305	Porter Maple Avenue School A1623.162.060	Porter Hyde Park School A1623.162.058	March 27, 2017
Jacqueline Rivera	Food Service Helper 3 Hours GPS C2080.167.049	Food Service Helper 3 Hours Hyde Park C2080.167.058	February 27, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. CHANGE OF STATUS (FROM PROMOTIONAL/PROVISIONAL TO PROBATIONARY)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Aaron Stom	Senior Network Engineer Information Services (promotional/provisional)	Senior Network Engineer Information Services (probationary)	March 16, 2017 (probationary period ends June 15, 2017)

XI. CHANGE OF STATUS (FROM TEMPORARY CUSTODIAN BACK TO PERMANENT PORTER)

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Vincent Ventry, Sr.	Custodian Niagara Street \$51,424 Step 2 w/Longevity A1623.162.061 (temporary)	Porter Niagara Street \$45,165 Step 4 w/Longevity A1623.162.061 (permanent)	March 27, 2017

XII. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Lisa Leo	Food Service Helper 3 Hours GJ Mann (probationary)	Food Service Helper 3 Hours GJ Mann	March 20, 2017
Trevor Palmer	Food Service Helper 3 Hours NFHS (probationary)	Food Service Helper 3 Hours NFHS	March 23, 2017
Taylor Wilson	Food Service Helper 3 Hours Niagara Street (probationary)	Food Service Helper 3 Hours Niagara Street	March 20, 2017

XIII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Christopher Cafarella	Porter Niagara Street (Alessandro Capilupi)	Other (to take other District Position)	March 27, 2017
Patricia Kozlowski	Cleaner 7 Hours Abate (Alesia Jones)	Other (to take other District Position)	March 27, 2017
Jacqueline Rivera	Food Service Helper 3 Hours GPS	Personal (without pay)	Revised Dates: Sept 1, 2016 – Feb 24, 2017
Brenda Waters	Physical Educ. Assoc. 6.5 Hours LPS	Medical (without pay)	Revised Dates: Feb 13, 2017 – March 3, 2017

XIV. ADDITIONAL HOURS

A. ABATE PARENT TECHNOLOGY NIGHT – NTE 2.5 HOURS EACH – A1680.177.098

Pamela Fuller	William Quinn	Alec Scalzo
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PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Committee on Special Education met on January 17, and February 1, 2, 7, 8, 9, 15, 16, 22, 23, 27, 28, and March 1, 2, 3, 6, 7, 8, 10, 13, 16, 2017 for the annual review of special education students and on January 4, and February 2, 8, 22, 23, 24, 27, 28 and March 1, 2, 6, 7, 8, 13, 16, 2017 to review and initiate the placement of students with disabilities.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education.

RESOLVED, That the Board of Education approve the recommendations [\(BoardDocs, see "Meetings", 2017, 3/23/17, 4, 4.08\)](#) made by the Committee on Special Education.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on March 2, 10, 16, 2017 to review and initiate the placement of preschool students with disabilities and on March 7 and 8, 2017 for the Annual Review of Preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs](#), [see “Meetings”, 2017, 3/23/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 and 2017-2018 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and filed unanimously by those present on the motion made by Mr. Restaino, seconded by Mr. Barstys:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1.	Niagara Ministerial Council c/o Bethany Baptist Church Attn: Rev. Raymond H. Allen 2002 Forest Avenue Niagara Falls, NY 14301	Presentation at MLK, Jr.	\$600	January 19, 2017	Judie Glaser	Maria Massaro 2/16/17 Mark Laurrie 2/16/17
2.	MarLasia Feagin 309 – ½ Ninth Street Niagara Falls, NY 14303	Workshop	\$35 per hour	April 4, 25, 2017 May 2, 9, 16, 23, 30, 2017 June 6, 13, 16, 2017	Sheila Smith	Maria Massaro 3/2/17 Mark Laurrie 3/2/17
3.	LaSalle Hospitality Inc. d/b/a Four Points by Sheraton Niagara Falls 7001 Buffalo Avenue Niagara Falls, NY 14304	NFHS Class Day Breakfast	\$3,000	June 9, 2017	Robert Bradley	Maria Massaro Mark Laurrie

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM MR. BRIAN BLAKE

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

6.01 APPROVAL OF RECEIPT OF GIFT FROM MR. BRIAN BLAKE (cont'd.)

WHEREAS, Mr. Brian Blake has donated 3 large boxes of stage makeup to the Theatre Department at Niagara Falls High School; and

WHEREAS, This donation is worth \$1,000; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of stage makeup; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Mr. Brian Blake
550 Cottonwood Drive
Williamsville, NY 14221

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.02 APPROVAL OF RECEIPT OF GIFT FROM THE TEACHER'S DESK

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, The Teacher's Desk is a store in Buffalo, New York where teachers shop free for new books, school supplies, and teacher resources for students in their classrooms; and

WHEREAS, The Teacher's Desk, in partnership with Feed the Children, and the First Niagara Foundation, are donating 1,155 Mid-Winter "*Hug from Olaf*" picture books and *Olaf* plush boxed set to every Pre-K 3, Pre-K 4, and Kindergarten student in the District; and

WHEREAS, This donation is worth \$31,000; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of *Olaf* picture books and plush sets worth \$31,000; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to

Mr. John Mika
The Teacher's Desk
22 Northampton St.
Buffalo, NY 14209

Ms. Elizabeth Gurney
First Niagara Foundation
7262 Exchange St., Suite 700
Buffalo, NY 14210

Ms. Joanie Brantley
Feed the Children
333 N. Meridian
Oklahoma City, OK 73107

6.02 APPROVAL OF RECEIPT OF GIFT FROM THE TEACHER'S DESK
(cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

**6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES,
AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL
BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,
NEW YORK**

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, The annual school election/budget vote of the City School District of the City of Niagara Falls, New York, will be held on **Tuesday, May 16, 2017**; and

WHEREAS, The New York State Education Law requires the Board of Education to follow specific directions with regard to the election; and

WHEREAS, In addition the law also requires that a public hearing on the budget be held not less than seven (7) days or no more than fourteen (14) days before the budget vote; and

WHEREAS, This resolution provides those directions; therefore, be it

RESOLVED, That the following be adopted and implemented as official procedure for the **2017 School Board Election/Budget Vote**:

RESOLVED BY THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, IN THE COUNTY OF NIAGARA, NEW YORK as follows:

Section 1. The **Public Hearing** on the School Budget shall be held on Thursday, **May 4, 2017**, at **7:00 p.m.** at **Niagara Falls High School (Amphitheatre, 3rd Floor)**, located at **4455 Porter Road, Niagara Falls, New York**. The annual school election/budget vote of the City School District of the City of Niagara Falls, New York, shall be held on **May 16, 2017**, at 12:00 o'clock noon (E.D.S.T.) for the following purpose:

1. To elect **one member** to the Board of Education, who will serve a full five (5) year term commencing **July 1, 2017**.
2. To adopt the annual budget of the school district for the fiscal year **2017/18** and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

The voting at such annual school district election shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock **P.M.** and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

Section 2. The voting at such election will be held in the school election districts designated and established by resolutions of the Board of Education adopted March 13, 2014, and such voting shall be held at the particular polling places for said school election districts as designated by resolution of the Board of Education at its **March 23, 2017** Regular Meeting. A list of such school election district polling site for each shall be as set forth in Schedule A, as follows:

SCHEDULE A

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3 rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
5		*6 , 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9 , 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2 , 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5 , 6	Niagara Falls Public Library	1425 Main Street
12		*7 , 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 th	*1 , 2, 3	St. Raphael Parish Center	1018 College Ave.
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.

6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK
(cont'd.)

SCHEDULE A

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
16	6th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED**

Section 3. Notice of such election/budget vote (**see Attachment 1**) and the business to be acted upon thereat shall be given as required by law and published in the **Niagara Gazette** newspaper published in Niagara Falls, New York, such publications to be made four (4) times within the seven (7) weeks preceding the date of the annual election/budget vote. The initial advertisement shall appear at least forty-five (45) days (**April 1, 2017**) before the date of the election/budget vote.

Section 4. Such notice of such election shall be of such form and content as it required by law, including without limitation sections 2004 and 2007 of the Education Law. Each such notice shall state the day of the election to which it refers and the hours during which the polls are to be opened, shall state that an accurate description of the boundaries of the school election districts into which the school district is divided is on file and may be inspected in the office of the Board of Education, shall be held, shall state in substance any proposition which is to be submitted at such election and shall contain all provisions required by law. The Clerk of the Board of Education shall cause due and timely publication of such notice.

Section 5. The Clerk of the Board of Education is hereby directed to cause a copy of the appropriate register of voters to be delivered on the day of said election before the opening of the polls on such day to the inspectors of each polling place with the school district at the place or places where such election is to be held. Upon the closing the polls at such election, the ballots cast thereat shall be counted or canvassed by the inspectors of election in the manner provided by Section 2610 of the Education Law.

The votes cast for each candidate or proposition(s) shall be tallied and counted by the inspectors and a statement shall be made by them containing the names of each candidate receiving votes in such district and the number of votes cast for each proposition. Such statement shall be signed by the inspectors of election. The statement of the canvass of the votes shall be delivered to the Clerk of the Board of Education not later than the day following the election to which it refers and at which such votes were cast. The inspectors of election shall take all action and do all things necessary or required by law in connection with their performance or their duties incidental to such annual school election.

Date: **April 1, 2017** Ruthel D. Dumas, Clerk of the Board of Education

6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

ATTACHMENT 1

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
NOTICE OF ANNUAL SCHOOL DISTRICT
PUBLIC HEARING ON BUDGET VOTE**

NOTICE IS HEREBY GIVEN that a **Public Hearing** for the voters of the City School District of the City of Niagara Falls **2017-18** budget and expenditure of funds vote will be held on Thursday, **May 4, 2017, at 7:00 p.m., at Niagara Falls High School (Amphitheatre, 3rd Floor)**, located at **4455 Porter Road**, Niagara Falls, New York.

TAKE FURTHER NOTICE that the Board of Education of this District will have prepared and completed a detailed statement in writing of the amount of money which will be required for the ensuing fiscal year, **2017-18**, for school purposes, specifying the several purposes and amount of each, together with the text of any resolution which will be presented to the voters. The amount of each purchase estimated necessary for payments to Boards of Cooperative Education Services shall be set forth in full with no deduction of estimated state aid. Said statement will be available, upon request, to taxpayers within this District during the hours of 9:00 a.m. to 4:00 p.m. from **April 26th through May 16th** with the exception of Saturdays, Sundays or holidays at each schoolhouse in the District.

TAKE FURTHER NOTICE That a copy of such statement may be obtained from the District Clerk's Office each day other than Saturday, Sunday or holidays during the hours of 9:00 a.m. to 4:00 p.m. during the period of **April 26th through May 16th**.

TAKE FURTHER NOTICE that the annual school election/budget vote of the City School District of the City of Niagara Falls shall be held on **May 16, 2017**, at 12:00 o'clock noon (E.D.S.T.) to 9:00 p.m. for the following purposes:

1. To elect **one member** to the Board of Education, who will serve a full five-year term of office commencing **July 1, 2017**. Petitions nominating candidates for the office of member of the board of education must be filed in the office of the clerk of the district between the hours of 9:00 a.m. and 5:00 p.m., not later than **April 26, 2017**. The petition must be signed by at least 100 qualified voters.
2. To adopt the annual budget of the school district for the fiscal year **2017/18** and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

The voting at such annual school district election/budget vote shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 12:00 o'clock noon until 9:00 o'clock p.m. and for such longer period of time as may be necessary to enable voters then present to cast their ballots.

TAKE FURTHER NOTICE that the voting at such election will be held in the school election district polling sites designated and established by resolution of the Board of Education adopted **March 23, 2017**. Polling sites for the election/budget vote to be held on **May 16, 2017**, are listed at the end of this notice.

6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (cont'd.)

TAKE FURTHER NOTICE that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year **2016/17** proposition will be presented as follows:

PROPOSITION NO. 1

Shall the following resolution be adopted to-wit:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed **2017-2018** budget submitted to the Annual Meeting on May 16, 2017, and to levy the necessary tax; therefore be it?

TAKE FURTHER NOTICE that applications for absentee ballots may be applied for at the office of the clerk of the district at 630 66th Street, Niagara Falls, NY. A list of all persons to whom absentee ballots have been issued will be available in the said office of the clerk on each of the five (5) business days prior to the day of the election and that such list will also be available at the polling places on the day of the election.

TAKE FURTHER NOTICE that the board of registration shall meet to prepare the register of the school district on **Monday, April 24, 2017** between the hours of 10:00 a.m. and 8:00 p.m. at **Niagara Falls High School**, located at **4455 Porter Road**, Niagara Falls, New York.

Any qualified person may have his/her name placed upon such register who shall present themselves personally for registration. The register prepared will be filed in the office of the clerk of the district and will be open for inspection by any qualified voter of the district during the hours of 9:00 a.m. to 4:00 p.m. on Monday through Friday, beginning **Tuesday, April 25, 2017** until the day of election, **May 16, 2017**.

SCHEDULE A

2017 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John DeLaSalle	8469 Buffalo Ave.
3		*4 , 8, 13	Grace Lutheran Church	736 Cayuga Dr.
4		*5	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
5		*6 , 7	Geraldine J. Mann School	1330 – 95 th Street
6		*9 , 10	79 th Street School	551 – 79 th Street
7		*12	Community Education Center	6040 Lindbergh Ave.

**6.03 APPROVAL OF SCHOOL ELECTION PROCEDURES, POLLING SITES,
AND DESIGNATION OF DAY AND TIME OF PUBLIC HEARING ON SCHOOL
BUDGET FOR THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,
NEW YORK (cont'd.)**

SCHEDULE A

**2017 POLLING PLACES
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
8	4 th	*1	St. John AME Church	917 Garden Ave.
9		*2 , 4	V.F.W. Post 917	2435 Seneca Ave.
10		*3	Wrobel Towers	800 Niagara Ave.
11		*5 , 6	Niagara Falls Public Library	1425 Main Street
12		*7 , 8	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 th	*1 , 2, 3	St. Raphael Parish Center	1018 College Ave.
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 th	*1	Hyde Park School	1620 Hyde Park Blvd.
17		*2	Gaskill Prep School	910 Hyde Park Blvd.
18		*3 , 4 , 8	Cristoforo Columbo Society	2223 Pine Ave.
19		*5	City Hall	745 Main Street
20		*6 , 7	Niagara Street School	2513 Niagara Street
21		*9	Packard Court Center	4300 Pine Ave.
22		*10	LaSalle Prep School	7436 Buffalo Ave.

***ACCESS FOR HANDICAPPED** - If you have any further questions concerning your registration, poll site or applying for an absentee ballot, please call the District Clerk at 286-4204

Date: April 1, 15, 29 & May 13, 2017

Ruthel D. Dumas
**Clerk of the Niagara Falls
Board of Education**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.04 APPROVAL OF APPOINTMENT OF VOTING MACHINE CUSTODIANS FOR 2017

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, An election will be held on **Tuesday, May 16, 2017**, to choose **one** member for the Niagara Falls Board of Education, to vote on the school budget and any other propositions; and

WHEREAS, The Board at its **March 23, 2017** Regular Meeting established the number and location of election polls; and

WHEREAS, Each election poll requires the use of one or more voting machines, which in turn require the services of voting machine custodians for the necessary services; therefore, be it

RESOLVED, That the Niagara Falls Board of Education appoint as Voting Machine Custodians for **2017** the following four people:

Ann Marie Hauptner, Head
628 Chestnut Avenue
Niagara Falls, NY 14305

Joe Palka
8931 Hennepin Avenue
Niagara Falls, NY 14304

David Tothill
2256 Ontario Avenue
Niagara Falls, NY 14305

Elaine Timm
1283 – 93rd Street
Niagara Falls, NY 14304

RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be paid \$600.00 for her services, and therefore, be it

RESOLVED, That Voting Machine Custodians Joe Palka, David Tothill, and Elaine Timm each be paid \$450.00 for their services, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner is authorized, if needed, to assist the District Clerk at workshops to be held for election inspectors on **Monday, May 15, 2017**, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be compensated **\$25.00** for each workshop.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF AGREEMENT BETWEEN NIAGARA COUNTY, NEW YORK THROUGH NIAGARA COUNTY BOARD OF ELECTIONS (“COUNTY”) AND THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK (“DISTRICT”) FOR USE OF BALLOT MARKING DEVICE (BMD) VOTING MACHINES

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, New York State Election Law allows the Niagara County Board of Elections to permit public entities, including School Districts, within the County to use voting machines and other equipment owned by it in the conduct of elections, upon such terms and conditions, fixed by the Board of Elections; and

WHEREAS, The Commissioners of the Niagara County Board of Elections and representatives of the District have agreed upon the terms of the District’s use of twenty-four (24) Ballot Marking Device (BMD) Voting Machines in connection with the District’s **Annual School Election and Budget Vote** to be held **May 16, 2017**; now therefore be it

RESOLVED, The Board hereby approves the Agreement with Niagara County, New York, attached hereto, providing for use of twenty-four (24) Ballot Marking Device (BMD) Machines, with the District paying the County fixed and variable fees and expenses as set forth in **Schedule “A”** of the Agreement ([BoardDocs, see “Meetings”, 2017, 3/23/17, 6, 6.05](#)); and further

RESOLVED, That the Agreement ([BoardDocs, see “Meetings”, 2017, 3/23/17, 6, 6.05](#)) is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED, That the President of the Niagara Falls Board of Education is authorized to execute the Agreement; and further

RESOLVED, That the District Clerk take all action necessary to implement this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.06 ACCEPTANCE OF FUNDS FOR PRE-K EXPANSION FOR 3 & 4 YEAR OLDS

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, District staff have met and formulated a consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$425,984 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Universal Pre-Kindergarten – 3 Year Old Grant; and

RESOLVED, That the grant award of \$425,984 be credited to Revenue Account F3289.330.17 Universal Pre-Kindergarten Grant; and

RESOLVED, That the money be expended in the following function/object codes:

ACCOUNT CODE	DESCRIPTION	FTE	BUDGET
F2510.133.056.3317	PRE-K TEACHER	2.00	\$188,244
F2510.138.007.3317	GRANT COORDINATOR	0.08	19,493
F2510.150.007.3317	PRE-K ADMINISTRATOR	0.20	10,500
F2510.164.007.3317	SECRETARY	0.25	14,176
F2510.177.056.3317	ASSOCIATES	1.00	17,900
F2510.404.056.3317	PURCHASED SERVICES		25,000
F2510.540.056.3317	SUPPLIES		29,223
F2510.409.056.3317	TRAVEL		2,000
F2510.800.096.3317	ERS		4,522
F2510.802.096.3317	TRS		25,472
F2510.803.096.3317	FICA/MEDICARE		18,817
F2510.804.096.3317	WORKER'S COMP		4,983
F2510.806.096.3317	UNEMPLOYMENT		1,248
F2510.807.096.3317	HEALTH		49,394
F2510.970.096.3317	INDIRECT COST		<u>15,012</u>
TOTAL		3.53	\$425,984

Revenue Code: F3289.330.17

ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Expanded Pre-Kindergarten 3 Grant
3. Funding Source: The State Education Department
4. Total Budget: \$425,984
5. Total Staff: 3.53
6. Number of Clients Served: 40 students
7. Major Objectives:

The purpose of the expanded prekindergarten for three year old students in high need school districts grant is to increase the availability of high quality prekindergarten placements for high need children and schools within New York State's low wealth school districts. This prekindergarten grant program will provide additional resources to significantly enhance program quality by requiring grantees to adopt program quality standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.

**6.06 ACCEPTANCE OF FUNDS FOR PRE-K EXPANSION FOR 3 & 4 YEAR OLDS
(cont'd.)**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

**6.07 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW
YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE
OUR SCHOOLS CHANNEL 2016-2017**

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, In 2004, the City School District of the City of Niagara Falls, New York, by Agreement with the City of Niagara Falls, was designated to operate and administer the Access Educational Channel, now known as Our School's Channel (OSC); and

WHEREAS, The District has successfully operated the OSC since the date of the Agreement affording its students, staff, and the community informative educational programs; and

WHEREAS, In the past, the City assisted the District by contributing monies toward the operation and maintenance of OSC; and

WHEREAS, The City again wishes to assist the District and contribute \$10,000 (ten thousand dollars) toward the operation and maintenance of OSC channel subject to certain terms and conditions contained in an Agreement negotiated by City and the District representatives; therefore be it

RESOLVED, That the Board of Education accepts the sum of \$10,000 (ten thousand dollars) from the City of Niagara Falls, New York for assistance in the operation and maintenance of Our Schools Channel and does hereby approve the Agreement attached hereto by and between the City and School District as to use of said funds; and

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President is hereby authorized to execute the Agreement attached hereto; and

RESOLVED, That the District Clerk is directed to obtain the signature of the President of the Board of Education on the Agreement.

6.07 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL 2016-2017 (cont'd.)

AGREEMENT

This Agreement made this ____ day of March 2017, by and between the CITY OF NIAGARA FALLS, NEW YORK, a municipal corporation, hereinafter referred to as the "CITY", and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK an entity organized under the laws of the State of New York, hereinafter referred to as the "DISTRICT".

WITNESSETH:

WHEREAS, the DISTRICT operates a cable television station known as OSC21; and WHEREAS, the CITY has appropriated funds in its 2017 fiscal budget, which may be applied toward the DISTRICT'S operation of OSC21;

NOW, THEREFORE, it is mutually agreed by and between the CITY and the DISTRICT as follows:

1. The CITY agrees to assist the DISTRICT'S operation and administration of OSC21 by payment to the DISTRICT in the sum of \$10,000.00.

2. It is hereby expressly agreed between the parties that the DISTRICT is an independent contractor and that the DISTRICT, its servants, agents and employees shall not be deemed to be the servants, agents, or employees of the CITY.

3. The DISTRICT agrees that the CITY shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of its and of any of its subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontractors.

4. As a condition to receipt of any payments under the terms of the Agreement the DISTRICT shall furnish certificates of insurance coverage satisfactory to the City's Corporation Counsel.

5. The DISTRICT agrees that it is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement of any of its contacts, or of its right, title or interest therein, or of its power to execute such Agreement to any other person or corporation without the previous consent in writing of the CITY.

6. If for any reason the terms of this Agreement are not adhered to, then the CITY may terminate the said Agreement upon written notice to the DISTRICT.

7. The term of this Agreement shall be the period from January 1, 2017 through December 31, 2017.

8. The DISTRICT shall comply with all federal, state and local laws, rules, and regulations applicable to obligations, conduct and activities under this Agreement.

IN WITNESS WHEREOF; the parties hereto have duly executed this Agreement the day and date first above written.

CITY OF NIAGARA FALLS, NEW YORK

ATTEST: By: Paul A. Dyster, Mayor

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK

By:

6.07 ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL 2016-2017 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.08 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC.

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District has hired WNY Dyslexia Specialists, LLC. as an independent agency to render professional services; and

WHEREAS, The Board at its meeting on August 18, 2016, previously approved services during the summer from July1, 2016-August 31, 2016, not to exceed 24 hours; and

WHEREAS, The fee for these services was set at the rate of \$40 per each hour served, not to exceed \$960.00 and was to be billed monthly; and

WHEREAS, the previous resolutions indicated the amount was to be \$400 per hour; and

WHEREAS, this contract was fulfilled through payments dated September 2, 2016 at the appropriately negotiated contract rate of pay of \$40 per hour; and

WHEREAS, The Board at its meeting on October 20, 2016, previously approved services during the 2016-2017 school year from September 1, 2016-June 30, 2017; and

WHEREAS, the fee for these services was set at the rate of \$40 per each hour served, not to exceed an annual total amount billed of \$3,840.00 (96 total hours) and to be billed monthly; and

WHEREAS, upon the recommendation of District staff this contract should now be amended to combine the two contracts into one and modified; therefore, be it

RESOLVED, That the Contract for professional services by an independent contractor for specialized reading intervention between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., attached hereto, be approved as modified here in; and be it further

RESOLVED, That the Contract is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

6.08 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. (cont'd.)

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

CONTRACT FOR SPECIALIZED READING INTERVENTION SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT, made this 23rd day of March, 2017 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and WNY Dyslexia Specialists, LLC. 3527 Harlem Rd., Suite 11, Cheektowaga, NY 14225, the second party.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby, MUTUALLY AGREE as follows:

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional specialized reading intervention services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to consultation associated with the provision of specialized reading interventions for students which shall include but not be limited to the following:
 - a. Individual sessions with separately identified students
 - b. Provision of proprietary reading intervention program based on the Orton-Gillingham Model
 - c. other activities as mutually agreed upon

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of effective instructional and other educational strategies for students with reading challenges.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

6.08 APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL READING INTERVENTION SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL READING INTERVENTION SERVICES—WNY DYSLEXIA SPECIALISTS, LLC. (cont'd.)

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date. The second party shall submit invoices for services rendered monthly. Invoices shall reflect the number of hours served during the involved month at the agreed upon rate of \$40 per hour. Total billable hours for services shall not exceed ninety-six (96) hours, unless the contract is amended to add students to programming through a contract amendment. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.
5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.
6. Indemnification: To the fullest extent permitted by law, the second party shall indemnify and hold harmless the first party its, agents servants and/or employees from and against any and all cost, losses and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.
7. Term of Agreement: This Agreement shall be effective from July 1, 2016 through June 30, 2017, provided, however, that any party may at any given time terminate this contract in all respects by giving to the other party thirty days (30) advance written notice of its election to terminate the same.
8. Assignment: The services to be rendered by the second party under this Agreement are unique and personal. Accordingly, the second party shall not transfer or assign any of the duties or obligations under this Agreement and any attempted such transfer, assignment or delegation shall be wholly void.
9. Entire Agreement: This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WNY Dyslexia Specialists, LLC.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.09 APPROVAL OF ARCHITECTURAL AGREEMENT WITH CANNON DESIGN, INC. TO SERVE AS PROJECT ARCHITECT FOR THE SMART SCHOOLS BOND ACT PHASE 2 PROJECT TO UPGRADE SCHOOL BUILDINGS AND PROVIDE IMPROVEMENTS IN THE AREAS OF SAFETY, SECURITY, AND TECHNOLOGY

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The School District is proposing an \$4.5 million capital project to upgrade school buildings and provide improvements in the areas of safety, security, and technology; and

WHEREAS, The \$4.5 million dollars for the project is the balance of the \$8.2 million approved by the Smart Schools Bond Act Referendum of the November 2015 New York State General Election voters ; and

WHEREAS, Per the District's Selection Committee it has been recommended that it is in best interest to retain Cannon Design to serve as Architect for the Smart Schools Bond Act Phase II Capital Project; therefore be it

RESOLVED, That the Board of Education hereby approves the to the Agreement with Cannon Design, Inc. dated January 2017, to serve as Project Architect for the \$4.5 million Smart Schools Bond Act Phase II Capital Project for a stipulated sum of \$220,000 in accordance with the Agreement ([BoardDocs, see "Meetings", 2017, 3/23/17, 6, 6.09](#)) hereto; and further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Contract.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF CONTRACT 105 – SITE CAPITAL PROJECT- PLAYGROUND REPLACEMENT AT 79TH STREET ELEMENTARY SCHOOL, BID 19 FOR THE 2016/2017 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

**6.10 APPROVAL OF CONTRACT 105 – SITE CAPITAL PROJECT-
PLAYGROUND REPLACEMENT AT 79TH STREET ELEMENTARY SCHOOL,
BID 19 FOR THE 2016/2017 SCHOOL YEAR (cont'd.)**

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.19 - Contract 105 – Site, Playground Replacement at 79th Street Elementary School – Bid No. 19 for the 2016/2016 School Year; and

WHEREAS, Legal noticed was published January 19th 2017; and

WHEREAS, Bids were publicly opened and read on February 7, 2017 and three (3) properly executed bids were received; and

WHEREAS, Cannon Design analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract 105 – Site Bid Playground Replacement at 79th Street School 2016/2017 for the amount of \$98,400.00 to the apparent low bidder Scott Lawn Yard, 5552 Townline Road Sanborn, New York 14132; and

WHEREAS, Based on Cannon Design’s recommendation, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 105 – Site Playground Replacement at 79th Street Elementary School – Bid No. 19 for the 2016/2017 School Year for the amount of \$98,400.00 to Scott Lawn Yard 5552 Townline Road, Sanborn, New York 14132; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York award this contract [\(BoardDocs, see “Meetings”, 2017, 3/23/17, 6, 6.10\)](#) to the lowest responsible bidder, Scott Lawn Yard, in accordance with all the specifications:

<u>Contract No.</u>	<u>Contractor</u>	<u>Amounts</u>
Contract 105	Scott Lawn Yard.	<u>\$98,400.00</u>
Total Award		\$98,400.00

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

**6.11 APPROVAL OF CONTRACT – GYMNASIUM ROOF REPLACEMENT
HENRY J. KALFAS ELEMENTARY SCHOOL, BID 21 FOR THE 2016/2017
SCHOOL YEAR**

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 21 - Contract Gymnasium Roof Replacement at Henry J. Kalfas Elementary School - Bid No. 21 for the 2016-2017 School Year; and

WHEREAS, Legal noticed was published March 3rd 2017; and

WHEREAS, Bids were publicly opened and read on March 16th, 2017 and three (3) properly executed bids were received; and

WHEREAS, Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal Energy & Procurement Specialist – Purchasing Agent analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract Gymnasium Roof Replacement at Henry J. Kalfas Elementary School - Bid No. 21 for the 2016-2017 School Year for the amount of \$75,160.00 to the apparent low bidder Grove Roofing Services Inc., 131 Reading Street Buffalo, New York 14220; and

WHEREAS, Based on Mr. Giarrizzo's and Mr. Smeal's recommendation, Mark Laurie, Superintendent of Schools recommends the Board accept the bid and award Contract Gymnasium Roof Replacement at Henry J. Kalfas Elementary School - Bid No. 21 for the 2016-2017 School Year for the amount of \$75,160.00 to Grove Roofing Services Inc., 131 Reading Street Buffalo, New York 14220; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York award this contract to the lowest responsible bidder, Grove Roofing Services Inc., in accordance with all the specifications; and

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Contract ([BoardDocs, see "Meetings", 2017, 3/23/17, 6, 6.11](#)).

<u>Contract No.</u>	<u>Contractor</u>	<u>Amount</u>
Gymnasium Roof Replacement at Henry J. Kalfas School	Grove Roofing Services Inc.	\$75,160.00

**6.11 APPROVAL OF CONTRACT – GYMNASIUM ROOF REPLACEMENT
HENRY J. KALFAS ELEMENTARY SCHOOL, BID 21 FOR THE 2016/2017
SCHOOL YEAR (cont'd.)**

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

**7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE
STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS SCHOOL DISTRICT**

Mr. Restaino moved that the thirty (30) day tabling requirement be waived.
Mr. Barstys seconded the motion.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried – Thirty (30) tabling requirement waived.

Mr. Restaino moved for approval of the following resolution. Mr. Bass
seconded the motion.

WHEREAS, Pursuant to Board direction the Erie 1 BOCES Policy Management Team is
in the process of reviewing and updating the City School District of the City of Niagara Falls
District Policy Manual; and

WHEREAS, Policies of the District are being revised to bring them up-to-date with
current practices and to be in compliance with statutory requirements.

WHEREAS, To date, the following policy has been revised in accordance with the law and
local Board preference:

7110 Comprehensive Student Attendance Policy

WHEREAS, The Board has reviewed and endorsed the recommended policy; therefore, be it
RESOLVED, That the Board of Education hereby adopts above-referenced policy and waives the
thirty-day tabling.

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

2017

7110

1 of 8

Students

NF/EB

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY

A. Local Objectives

The overall objectives of the Niagara Falls City School District Attendance Policy are: to increase school completion for all students; to raise student achievement and close gaps in student performance; to know the whereabouts of every student for safety and other reasons; to improve student attendance; to verify that individual students are complying with education laws relating to compulsory attendance; to determine the District's average daily attendance for state aid purposes; to identify attendance patterns in order to assist those students who are identified as **chronically absent** ~~chronic truants~~, and, to develop an attendance program that students, parents, and staff will accept and value.

B. Strategies to be Employed to Meet these Objectives

The strategies to be employed to accomplish the objectives of the attendance policy will include the following:

- a) The Board of Education will create and maintain a positive school culture by fostering a positive physical and psychological environment where the presence of strong adult role models encourages respectful and nurturing interactions between adults and students.
- b) The Board of Education will develop a comprehensive Student Attendance Policy based upon the recommendations of **District Stakeholders** ~~the Policy Committee~~ and input from teachers, students, parents and the community. The District will hold at least one (1) public hearing prior to the adoption of this Policy.
- c) The Board of Education will maintain accurate record keeping via **"PowerSchool", an electronic** ~~a~~ register of attendance **(daily and by class period).** **PowerSchool will be used** to record attendance, absence, tardiness or early departure from school; both excused and unexcused of each student.
- d) **PowerSchool – Daily attendance shall be collected by way of PowerSchool, data tracking software. PowerSchool is an effective avenue for communication with administration, teachers, staff, parent/guardians and students to foster learning that extends beyond the classroom; electronic web-based attendance tracking can occur instantaneously by way of Parent Portal.** ~~The Board of Education will utilize data analysis systems for tracking individual student attendance, and individual and group trends in student attendance problems.~~

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

- e) ~~The Board of Education will develop early intervention strategies to improve school attendance for all students.~~ Parent Portal – A sub element of PowerSchool offers parents/guardians the opportunity to track student grades and attendance. Parent portal provides instantaneous feedback regarding student attendance (daily and class period). Parent portal is accessible on the Niagara Falls City School District webpage and a mobile app is available for download.
- f) The Board of Education will utilize data analysis systems for tracking individual student attendance, and individual and group trends in student attendance problems. ~~School building administrators shall designate an employee to supervise the keeping of the register of attendance at each school building.~~
- g) The Board of Education will develop early intervention strategies to improve school attendance for all students. ~~School building administrators and building attendance personnel will review pupil attendance records for the purpose of initiating appropriate actions to address excessive unexcused pupil absence, tardiness and early departures.~~
- h) School building administrators shall designate an employee to supervise the keeping of the register of attendance and overview of PowerSchool records at each school building.
- i) School building administrators and building attendance personnel will review pupil attendance records for the purpose of initiating appropriate actions to address excessive unexcused pupil absence, tardiness and early departures.

C. Attendance Taking Procedures

Maintenance of Register of Attendance

Each student attending the Niagara Falls City School District shall have an individual register of attendance which shall include the following information:

- a) Name
- b) Date of birth
- c) Full names of parent(s) or person(s) in parental relation
- d) Address where the pupil resides
- e) Phone number(s) where the parent(s) or person(s) in parental relation may be contacted
- f) Date of the pupil's enrollment
- g) A record of the pupil's attendance on each day of scheduled instruction
- h) A record of each scheduled day of instruction the school is closed for all or part of the day because of extraordinary circumstances
- i) A record of the date the pupil withdraws from enrollment or is dropped from enrollment

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

Recording Attendance Grades K- ~~5~~ 6 (Elementary)

- a) Each pupil's presence or absence shall be recorded after taking attendance once per school day.
- b) Any absence for a school day or a part of a school day shall be recorded as excused or unexcused in accordance with sections D and E of this policy.
- c) If a pupil arrives late or departs early from scheduled instruction, this shall be recorded as excused or unexcused in accordance with sections D and E of this policy.

Recording Attendance Grades - ~~6~~ 7 -12 (Secondary)

- a) Each pupil's presence or absence shall be recorded after the taking of attendance in each period of scheduled instruction.
- b) If pupils do not change classrooms for each period of scheduled instruction, each pupil's presence or absence shall be recorded after taking attendance once per school day.
- c) Any absence for a school day or a part of a school day shall be recorded as excused or unexcused in accordance with sections D and E of this policy.
- d) If a pupil arrives late or departs early from scheduled instruction, this shall be recorded as excused or unexcused in accordance with sections D and E of this policy.

Persons Responsible

- a) Entries in register of attendance shall be made by a teacher or employee designated by the school building administrator.
- b) Building administrators shall designate a teacher or other District employee to supervise the keeping of the register of attendance.
- c) Entries on the register of attendance shall be verified by oath or affirmation of the person making the entries.
- d) **Beginning with the 2016 – 17 school year**, building administrators shall review pupil attendance records for the purpose of initiating appropriate action to address unexcused pupil absence, tardiness and early departure as described in section K.

D. Excused Absences

The Board of Education acknowledges the following reasons for excused pupil absences, tardiness, and early departures from school:

- a) Sickness ~~S~~
- b) Serious illness or death in the family ~~F~~
- c) Excused absence part of a day ~~X~~
- d) Suspension ~~Sa~~
- e) Medical or dental appointments ~~P~~
- f) Impassable roads or extreme weather conditions ~~P~~
- g) Approved educational trips ~~P~~

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

- h) Approved college visits P
- i) Religious observances P
- j) Music lessons P
- k) Attendance in health clinics P
- l) Required court appearances P
- m) Military obligations P
- n) Approved cooperative work program P
- o) Emergency situations as approved by the building administrator P

Excused Attendance Codes (PowerSchool)

E (Entered)	AE (Absent Excused)
AP (Absent Parent Excused)	AS (Absent School Excused)
ALT (Alternative School)	F (Field Trip)
I (In-school Suspension)	SUP (Superintendent's Suspension)
SUS (Regular Suspension)	P (Parent Excused)
S (School Excused)	TE (Tardy Excused)
TP (Tardy & Parent Excused)	TS (Tardy & School Excused)
ME (Medically Excused)	AHT (Administrative Home Teaching)
THT (Transitional Home Teaching)	

E. Unexcused Absences

The following are examples of pupil absences, tardiness, and early departures that will be considered unexcused:

- a) Vacation with or without parents
- b) Haircut
- c) Obtain Learner's Permit
- d) Oversleeping
- e) Babysitting
- f) Hunting/Fishing
- g) Unlawful detention Θ
- h) Truancy

Unexcused Attendance Codes (PowerSchool)

AU (Absent Unexcused)	ABA (Absent Unexcused – ALT)
ABT (Absent Unexcused – THT)	IPE (Inappropriate Parent Excuse)
TU (Tardy Unexcused)	TRU (Truant)
PNP (Present Not Prepared)	NS (Did Not Report)

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

F. ~~Coding System~~ PowerSchool Attendance Tracking System

All Student Attendance information will be securely stored in alignment with the New York State Student Privacy Act. Teachers will only have access to attendance records for their enrolled students. Building administration and designated attendance coordinators will have access to all enrolled students within each building. ~~Registers~~ PowerSchool provides a reporting maintained in each building will employ a coding system that clearly records the reasons for a pupil's absence, tardiness and early departure. Each school building will have reports available for review, a detailed description of the codes utilized in the attendance coding system

General Directions

a) Entries

1. The letter "E": After the name of each pupil in attendance on opening day of school, place the letter "E" in the space for the opening day. When pupils other than those required to attend the first day enter, place the letter "E" in the proper space for the day on which they actually enter. This applies to transfers from another school, from another register, student re-entering the school, or to pupils not compulsory age who enter for the first time. A note should be made to indicate where the pupil had previously attended.

2. ~~All entries shall be made in black ink. Flair or felt tip marking pens are not to be used for marking entries.~~

3. ~~All schools will use the stroke to record absence and to record tardiness.~~

b) Corrections

~~The Student Attendance Register~~ may be subpoenaed in court as evidence of a pupil's presence or absence. For hard copy attendance, Do not make erasures or use white out. Circle the error then note date and reason for correction under "Comments." In PowerSchool, depending upon grade level, daily and class period attendance is required. For liability reasons, accurate attendance is mandatory, therefore corrections that occur in PowerSchool can be adjusted as teachers or staff will electronically sign the affidavit at the completion of each marking period ensuring accurate attendance record keeping.

c) What to Record

All absences, tardiness, suspensions and time lost by a pupil excused for part of a school day should be recorded and explained with the proper symbol as delineated in D and E above.

d) Part Day Absences

Excused (Tardy)

For a student entering school late but legally excused, The code symbol "TE" "X" should be entered into PowerSchool by the designated attendance coordinator at each building. "TE" shall only be used The symbol "X" should be used only for excused part day absences of a legal nature. Pupils may be excused only for legal reasons as set forth above and must present excuse prior to absence or upon entering the school building. In addition to the "X" the time a pupil leaves and returns should be entered in the column marked comments. The "X" is not to be used for absence at the beginning of the day unless a pupil has been previously excused by the school.

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

Excused from school

A legal excuse shall be turned into the designated school attendance coordinator; the coordinator will call and confirm excuse. Once confirmed, the time of the student excuse will be posted on PowerSchool for teacher notification.

e) Pupils Leaving School

~~When a pupil leaves school, the letter "L" should be placed in the space for the last day the pupil attended. On the line for comments, write the date and the reason for leaving and in case of transfer the name of the receiving school. Upon receiving records request from outside district, the following process will take place:~~

1. Request for teachers to update grades
2. Hard copy of updated grades sent to receiving school
3. Student withdrawn from PowerSchool system using appropriate date, comment and exit code.

G. **Description of Policy Regarding Attendance and Course Credit**

The Niagara Falls City School District will not deny course credit based on attendance. The Niagara Falls City School District is committed to helping all students achieve a diploma, despite course credit not being denied. The expectation is that students will attend all scheduled classes. Consistent with the importance of classroom participation, unexcused student absences, tardiness, and early departures will affect a student's grade, including credit for classroom participation aligned with the appropriate marking period.

H. **Description of Incentives to be Used to Encourage Pupil Attendance**

To encourage student attendance, the District will develop and implement grade-appropriate/building-level strategies and programs including, but not limited to:

- a) Attendance honor rolls to be posted in prominent places in District buildings and included in District newsletters and, with parent/person in parental consent, in community publications.
- b) Special events (e.g., assemblies, guest speakers, field days) scheduled on days that historically have high absenteeism (e.g., Mondays, Fridays, day before vacation).
- c) Grade-level rewards at each building for best attendance.
- d) Classroom acknowledgement of the importance of good attendance (e.g., individual certificates, recognition chart, bulletin boards).
- e) Annual poster/essay contest on importance of good attendance.
- f) Assemblies collaboratively developed and promoted by students, administration, parent groups and other community groups to promote good attendance.

I. **Description of Disciplinary Sanctions to be Used to Discourage Unexcused Absences, Tardiness and Early Departures**

Unexcused absences, tardiness and early departures will result in disciplinary sanctions as described in the District's Code of Conduct. Consequences may include, but are not limited to, **time out study hall (T.O.S.H)**, ~~in-school suspension, detention/retention~~, denial of participation in interscholastic and extracurricular activities, referring a compulsory age student to the Family Court Intake Division for Supervision by filing a PINS (Person in Need of Supervision) Petition, and referring a student over the compulsory age to the Superintendent for a transition hearing.

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

J. Descriptions of the Notice to be Provided to Parent(s) or Person(s) in Parental Relation to Pupils who are Absent, Tardy or Leave Early Without the Proper Excuse

Students who illegally miss school or classes will have their parent or guardian notified by telephone by building attendance personnel.

Attendance personnel will send home a printout of attendance information provided from PowerSchool copy of the SAR card and a form letter to the parents or guardians of any student who illegally misses school days and/or classes. The letter may will request a meeting with the student, parents or guardians and a guidance counselor when appropriate. At the meeting, various strategies will be developed or presented to assist the student in attending school and/or classes.

K. Description of Intervention Strategies to be Utilized by Teachers and Other School Employees to Address Pupil Absence, Tardiness or Early Departure

To effectively intervene where an identified pattern of unexcused absences, tardiness or early departures occur, designated District personnel will pursue the following:

- a) Identify specific element(s) of the pattern of absenteeism (e.g., grade level, building, time frame, type of excused absences, tardiness or early departures).
- b) Contact the District staff most closely associated with the element. In specific cases where the pattern involves an individual student, the student and parent/person in parental relation will be contacted.
- c) Discuss strategies to directly intervene with specific element.
- d) Recommend intervention to Superintendent or his/her designee if it relates to change in District policy or procedure.
- e) Implement changes, as approved by appropriate administration.
- f) Utilize appropriate District and/or community resources to address and help remediate student unexcused absences, tardiness or early departures.
- g) Monitor and report short and long term effects of intervention.

~~L. Appeal Process~~

~~A parent/person in parental relation may request a building level review of their child's attendance record.~~

LM. Identification of the Person in Each School Building who will be Responsible for Reviewing Attendance and Initiating Appropriate Action Consistent with this Policy

Commencing with the 2016 – 16 school year, the building administrator will work in conjunction with the building attendance staff in reviewing attendance records at the end of each term. This review is conducted to identify individual and group attendance patterns and to initiate appropriate action to address the problem of unexcused absences and early departures.

7.01 RESOLUTION ADOPTING AMENDED POLICY 7110 COMPREHENSIVE STUDENT ATTENDANCE POLICY OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS SCHOOL DISTRICT (cont'd.)

M.N. Annual Review by the Board of Education

The Board of Education shall annually review the building level student attendance records and if such records show a decline in student attendance, the Board shall make any revision to the policy and plan deemed necessary to improve student attendance.

N.O. Community Awareness

The Board of Education shall promote necessary community awareness of the District's Comprehensive Student Attendance Policy by:

- a) Incorporating a summary of the policy into the District's plain language version of its Code of Conduct which is disseminated to parents and persons in parental relation to students prior to each school year.
- b) Provide teachers with a copy of the policy.
- c) Keep a copy of the policy on record **on the Niagara Falls City School District's webpage (www.nfschools.net)** ~~in the District Clerk's Office for members of the community.~~

Education Law Sections 3024, 3025, 3202, 3205, 3206, 3210, 3211 and 3213
~~8 New York Code of Rules and Regulations (NYCRR) Sections 104.1, 109.2 and 175.6~~

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi

Nays: None

Carried/Policy Adopted

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
March 23, 2017

Congratulations to all award recipients.

Everyone is encouraged to attend the musical production of “Hairspray” at NFHS.

The senior class, in conjunction with the City of Niagara Falls, will be staging a Color Run on June 3rd at Hyde Park.

21st Century Community Learning Grants - The District was awarded two grants, one for the elementary schools for \$571,616.00 and one for the two prep schools for \$603,231.00. The only other awardees were Jamestown and Buffalo. These grants will allow for numerous afterschool and Saturday activities, as well as summer programs. The District will be able to keep school buildings opened longer, and students will be involved. Four of the District’s partners were included in the grant application and the services they could provide our students –

Niagara University – educational component

Niagara Falls Police Department – junior police camps, positive engagement with students via relational programs, etc.

Community Missions – currently running programs at prep schools and plans to create more programs for girls

Niagara Falls Boys and Girls Club

Mr. Laurie stated that the grants are for five years, but expressed concern about what’s coming out of Washington in terms of the Federal budget and the President’s proposed cuts. He stated that the District is guaranteed the first year.

My Brother’s Keeper Grant - The District was also awarded the “My Brother’s Keeper” grant. This grant is in line with the District’s desire to engage minority males, and it will also help with goals for improving their graduation rate and getting minority parents involved. The grant is for \$150,000 a year for three years; an initiative of President Obama to help minority males.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mr. Mark Laurrie
March 23, 2017

Tour of BOCES – Mr. Laurrie reported that today he and Board members Mr. Cancemi, Mr. Bass, Bishop Dobbs and Mr. Paretto toured BOCES Niagara Career and Technical Center vocational programs. It was an impressive and informative visit, and they also had the opportunity to see Ms. Amanda Brown, who won third place in one of the skills USA Regional competitions.

Congratulations to Ms. Maria Massaro, Ms. Alicia Savino, and HRO staff for the Retiree Open Enrollment Health and Wellness Fair held Friday, March 17th, at Niagara Falls High School. The Fair was fantastic and approximately 80 to 100 people signed up for their benefits and there were 42 vendors on site to provide information. Everything was donated (food and gifts for give-a-ways), and everyone had a good time. The Fair for active employees is scheduled for May 18th; plans for this event are in the works.

Regent Catherine Collins visited NFHS on Monday. She spent the day with the administrative team and Mr. Laurrie until about 1 p.m. Mr. Laurrie stated that she was impressed with the high school. They visited the two STEM teachers, Mrs. Rotella-Zafuto and Ms. Johnson, who were conducting high-level STEM work. Regent Collins invited two of her colleagues to come visit NFHS; the date of the visit is to be determined. There was also an opportunity to discuss with Regent Collins feelings and concerns about charter schools. Her next visit is to Niagara Wheatfield to visit the charter school; Mr. Laurrie was extended an invitation to join her; he has accepted.

COMMENTS BY BOARD MEMBERS

The Superintendent and Board members wished Mr. Earl Bass and Mr. Earl Smeal a “Happy Birthday.”

Congratulations to all award recipients and the NFHS Track team.

Mr. Barstys commended Mr. Smeal for his hard work on the bids and Mrs. Holody for the excellent presentation of the ‘17/18 budget. He reminded everyone how important bowling is as a competitive sport.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Bass commented that the skills required for track and field sports for competition are unique. He thanked everyone for their birthday wishes. He commended those who came to work on the days schools were closed due to inclement weather and he stated that staff did a good job with the closing. He also noted that he was scheduled to speak at Gaskill Prep to some of the student body, but the event was cancelled due to the schools being closed. He asked to be rescheduled. He talked about the benefits of speaking to students and how they are not afraid to ask questions and express themselves. He stated that the District has a lot of positive programs that people do not know about.

Mr. Paretto expressed his appreciation to staff for the hard work that they do. In his address about the tour of BOCES Technical Center, he stated that it was enjoyable and that this was his second tour which he takes a special interest in being that he is an electrician. Mr. Paretto stated that BOCES is doing a good job, but he would like to see the District promote some of the trade programs via the District's counselors at the prep and high school levels to get more students involved. He stated that he would like to offer his service by speaking to the students about his profession as an electrician and that he could bring in other tradesmen (plumbers, carpenters, etc.) to share their profession and experiences, as well. He recalled the vocational programs that were offered at the former Trott and LaSalle schools and the success of those programs. The jobs in these fields are out there, and we, in the District, need to take it up a notion in terms of promoting those programs so that our students that are not college bound could secure the skills in these trades; one could make an excellent living.

Bishop Dobbs stated, in reference to the track team, it's always great to take first in States in anything that we do. Bishop Dobbs, who also visited BOCES and is a carpenter by trade, stated that the tour was interesting and that it was good to see the enthusiasm of the students that were there. He thanked Mrs. Holody for the presentation on the budget and that he appreciates the one-page document.

Mr. Restaino talked about the benefit of the Recognition Program and how the program allows Board members the opportunity to see those among the many faces who make up the District up close and who may not otherwise get recognized. We get to know them and hear what they do and this he appreciates.

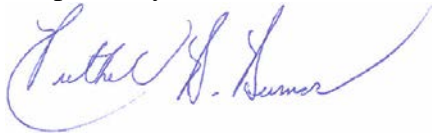
Mr. Cancemi stated that today's events started and ended beautifully. He called out the Niagara Gazette for not covering the many positive things that are being accomplished in this District. He thanked Mr. Laurie, his Cabinet, and staff for all that they do for this District.

ADJOURNMENT

The Regular meeting was adjourned at 8 p.m. on the motion made by Mr. Restaino, seconded by Mr. Paretto in memory of the following; all were in favor.

- *Mrs. Lorraine F. "Lorre" Buchman, mother-in-law of Carrie Buchman (Administrator, Team 2@NFHS). Mrs. Buchman was a strong supporter of Niagara Street School through her leadership in the Niagara Street Business Association. She loved children and her community.
- *Mrs. Katie Payne, former math and bus aide; mother of Dorothy Mclymore (Food Service Helper @ CEC)
- *Mr. Russell D. Brumby, retired teacher (taught Horticulture @ LSHS)
- *Mr. Eugene Frazier, father of Mary Brandy (Secretary I in HRO) and grandfather of Courtney McCreary (Pupil Service Assistant @ Cataract)
- *Mrs. Bernadette R. (Walasek) Lachowski, mother of John James Lachowski (cleaner @ NFHS)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

APRIL 2017 MEETINGS - MINUTES

DATE: April 6, 2017

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Bass and Mr. Paretto *(both excused)*

BRS TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- BOCES Budget '17/18 – **Dr. Godshall**
- District Budget '17-18 – **Mr. Laurrie/Mr. Giarrizzo**
- Property Tax Report Card - **Mr. Giarrizzo**
- Agenda Review – April 6th and April 25th Special Board Meetings – **Mr. Laurrie, Mrs. Dumas/Ms. Massaro**
- Superintendent's Reports

EXECUTIVE SESSION

At 6:45 p.m., a motion for Executive Session was made by Mr. Barstys to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation, and contractual matters, seconded by Mr. Restaino; motion was **passed 6 –1 with a no vote by Mr. Jocoy.**

ADJOURNMENT

Executive Session was adjourned and the Board Review Session was reconvened and adjourned at 7:40 p.m. on the motion made by Mr. Barstys, seconded by Mr. Restaino; all were in favor.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

APRIL 2017 MEETINGS - MINUTES

DATE: April 6, 2017

KIND OF MEETING: Special Board Meeting

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 7:42 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Bass and Mr. Paretto (*both excused*)

ORAL COMMUNICATION – Special Presentation

Mr. Laurie and the Board recognized Mrs. Kate Muldoon and the cast of “Hairspray” for putting on an excellent musical production. In addition, Mrs. Muldoon was honored for her extraordinary service to hundreds of Niagara Falls High School Theater Art students and for a job well done.

RECOMMENDED ACTION FROM THE SUPERINTENDENT OF SCHOOLS

2.01 SUPERINTENDENT’S RECOMMENDED GENERAL FUND BUDGET FOR SCHOOL YEAR 2017-2018

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, To assist the Board of Education in the preparation of its proposed budget, the Superintendent has met with the staff/schools and reviewed budget requirements of various departments/schools for the 2017 – 2018 fiscal year; and

WHEREAS, Based on information received, the Superintendent prepared his recommendation for the 2017-2018 budget in the amount of \$140,921,509 which are herewith submitted to the Board for its action; therefore be it

2.01 SUPERINTENDENT'S RECOMMENDED GENERAL FUND BUDGET FOR SCHOOL YEAR 2017-2018 (*cont'd.*)

RESOLVED, That the Superintendent's recommendation for the proposed General Fund Budget for school year 2017-2018 in the amount of \$140,921,509, herewith submitted is received and filed by this Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

Nays: None

Carried

2.02 APPROVAL OF PROPOSITION FOR BUDGET VOTE – MAY 16, 2017

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The Board of Education agrees that the proposition to be placed before the voters is as follows:

Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2017-2018 budget in the total amount of \$140,921,509 and to levy the necessary tax; therefore be it

RESOLVED, That the Board of Education designate the proposition to be voted upon to read "Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2017-2018 budget in the total amount of \$140,921,509 and to levy the necessary tax?"

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

Nays: None

Carried

2.03 ACCEPTANCE AND APPROVAL OF THE REAL PROPERTY TAX REPORT CARD FOR 2017-2018

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs seconded the motion.

IT IS HEREBY RESOLVED, That the Board of Education accepts and approves the real property tax report card prepared from the budget approved for 2017-18 in the total amount of \$140,921,509 and directs the Business Administrator to submit this report card to SED by the close of business tomorrow April 7, 2017.

Property Tax Report Card 2017-2018			
400800 - City School District of the City of Niagara Falls NY			
	Budgeted 2016-2017	Budgeted 2017-2018	Percent Change
Total Proposed Spending	\$137,055,127	\$140,921,509	2.82%
Total Proposed School Year Tax Levy	\$25,828,989	\$25,828,989	0.00%
Permissible Exclusions to School Tax Levy Limit	\$2,716,553	\$2,069,003	
Proposed School Year Tax Levy (not including Permissible Exclusions to the Tax Levy Limit)	\$23,112,436	\$23,477,668	
School Tax Levy Limit (Not including exclusions)	\$23,487,949	\$23,759,986	
Difference (positive value requires 60.0% voter approval)	(\$375,513)	(\$282,318)	
Public School Enrollment	7100	7100	0.00%
Consumer Price Index			1.0126%
	Actual 2016-2017	Estimated 2017-2018	
Adjusted Restricted Fund Balance	\$6,368,828	\$4,148,598	
Adjusted Appropriated Fund Balance	\$1,475,677	\$2,971,629	
Adjusted Unrestricted Fund Balance	\$5,482,205	\$3,010,576	
Adjusted Unassigned Fund Balance as a Percent of the Total Budget	4.00%	2.14%	

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

2.04 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs seconded the motion.

2.04 APPROVAL OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN-BUILDING PRINCIPALS AND CLASSROOM TEACHERS (cont'd.)

WHEREAS, Education Law 3012-d further established and revised requirements for a comprehensive performance evaluation system for classroom teachers and building principals; and

WHEREAS, The District is committed to implementing the evaluations system and has conducted and concluded negotiations with the Administrative and Supervisory Council of the Public Schools, Niagara Falls, New York (ASC) and the Niagara Falls Teacher's Union (NFT) regarding those portions of the plan for which negotiated agreement is required by law and submitted the plan to the New York State Education Department for Approval; and

WHEREAS, The New York State Education Department has approved the District's Plan; and

WHEREAS, The administration requests that the Board of Education review requests that the Board of Education review the plan and direct the Superintendent to post the Plan on the District's web page, and implement the Plan throughout the District; therefore be it

RESOLVED, That the Annual Professional Performance Review (APPR) Plan for Building Principals and Classroom Teachers approved by the New York State Education Department is approved; and

RESOLVED, That the Superintendent is directed to post the Plan on the District's web page, and implement the Plan throughout the District.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Bishop Dobbs, Mr. Jocoy,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

Nays: None

Carried

SUPERINTENDENT'S REPORTS – Mr. Mark Laurie

Everyone is encouraged to save the date May 4th for the Arts Festival at Niagara Falls High School. This is going to be a huge event and a large attendance is anticipated. The Public Hearing on the 2017/18 Budget will be held that evening in the Amphitheatre at 7 p.m. preceded by the Board Review Session at 6:45 p.m.

The District will be participating in Arbor/Earth Day with the City, which purchased a tree for each school.

The District is currently experiencing ticks on the properties behind Niagara Falls High School. Mr. Laurie requested permission for the use of pesticides immediately. The Board agreed with the understanding that a resolution for official action will be added to the April 25th Special Meeting agenda.

SUPERINTENDENT’S REPORTS – Mr. Mark Laurrie (cont’d.)

District Focus on Family Program: Ms. Margaret Mozell and Mrs. Judy Martin, Family Support Assistants, who were recently recognized for their services in March, have coordinated the “Walk Against Child Abuse” to bring awareness to the community on Wednesday, April 26 at 5 p.m. at Hyde Park. The theme color is blue; the Department of Social Services as well as the Niagara Falls Police and Fire Departments will be participating. Everyone is encouraged to join us and to wear something blue.

Congratulations to...

- . Honor Society Inductees
- . Channel 7 Super 7 Athletes of the week Arianna Welch - Niagara Falls Softball (4 hits in 15 – 2 wins over North Tonawanda), player 2 Matt Grace – Niagara Falls Baseball (threw a 2-hitter in win over the North Tonawanda)
- . Niagara LYNC Graduates – 20 participated in the program; all graduated.

Mrs. Glaser is representing the District this evening at a program at Niagara University.

Information Services and Public Relations will be rolling out a mobile App in the coming months. The App will house a lot of the District’s resources for easy public access.

Thanks to the Board for their continued support. *You made my job easy.*

GOALS are going well!

BOARD MEMBERS COMMENTS AND REPORTS

Superintendent and Board members wished everyone a Happy Easter and a safe, wonderful, and restful spring break.

Mr. Petrozzi – the company Harris, who prepared the District’s last directory, is interested in doing another one. The company will be referred to the Niagara Falls Education Foundation (Mr. Cancemi).

Mr. Cancemi stated that he’s excited about the programs that the District has been working on all year. He thanked Mr. Laurrie for his work with Lewiston-Porter School District on the development of a new program to be added to BOCES.

ADJOURNMENT

The Special meeting was adjourned at 8 p.m. on the motion made by Mr. Restaino, seconded by Mr. Barstys in memory of the following; all were in favor.

*Mr. Thomas J. Amantia, Jr., husband of Diane Amantia (teacher @Kalfas) and father of Ashley (NFHS student) and Alexandra (GJ Mann student)

*Mr. Curtis "Vincent" Briggs, son of retired Lunch Associate Lusine Briggs aka Mother Briggs, who is 93 and still going strong

*Mr. David T. Sayers, husband of Betty Sayers (retired teacher) and father of Karrie Wagoner (teacher @ Cataract)

*Mr. Edward Struzik, brother of Cathy Cancemi (retired teacher) and brother-in-law of Board President Vincent Cancemi (retired teacher)

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

APRIL 2017 MEETINGS - MINUTES

DATE: April 25, 2017

KIND OF MEETING: Special

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:08 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, Mr. Cancemi

MEMBERS ABSENT: None

ARS TOPICS OF DISCUSSION:

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

Executive Session

Prior to the Special Meeting and after the opening of the Agenda Review Session (ARS), a motion for executive session was made at 5:30 p.m. by Mr. Barstys for the purposes of discussing contracts and the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation. Mr. Vilardo seconded the motion. All were in favor. The executive session was recessed at 6:10 p.m. to be reconvened later, and the Agenda Review Session topics of discussion commenced as follows.

- New York State Power Authority – *Mr. Lou Paonessa and Ms. Teresa Martinez*
- Budget Discussion – *Mr. Laurrie/Mr. Giarizzo*
- Agenda Review – April 25, 2017, Special Meeting – *Mr. Laurrie / Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentations - Recognition of Outstanding Staff

Mr. Laurie and the Board recognized the following as outstanding employees for demonstrating commitment to the students of the Niagara Falls City School District by maintaining perfect attendance for more than three years:

CSEA

Joe Altobello, Porter, GJ Mann
Annie Carr, Secretary III, Central Office
Ray Granieri – Information Services, Central Office
John Jamieson, Kitchen, NFHS, Cleaner @ NSS
Denise Stanek, Cook Hyde Park
Maria Strangio - Kitchen and Cleaner @ NFHS
Judy Wiley, Attendance Specialist, Central Office

NFT

Steffany Critelli - Grade 5, NSS
Jen Everts - Grade 3, NSS
Jan Leo - Grade 1, Mann
Matt Leo - PE and Health, NFHS
Maria Roscetti - Pre K, Maple

ORAL COMMUNICATIONS – PUBLIC COMMENT

The following students who are members of the Niagara Falls Youth City Council addressed the Superintendent and the Board on the need to improve the Sex Education curriculum at NFHS: Adam Hamilton, 12th Grade; Dinah Harris, member of NFHS Varsity Basketball team; Caleb Harris, 10th Grade; Mia Maye, 9th Grade.

The students shared research data and survey results, specifically focusing on the City of Niagara Falls, supporting their concerns for not having an adequate amount of information on sex and sexual awareness which they feel attributes to high teen pregnancy, abortion, unsafe sex that may lead to contracting some form of STD, and they talked about how the lack of this type of knowledge can negatively impact the drop-out rate. They talked about the benefits of such a program that address topics such as healthy relationships, sexuality, protection during sex, ways to try and openly communicate with your parents on sexual education and so on. The students strongly encouraged the Superintendent and the Board to consider their request and noted that they are available to assist in any way they can to help improve the program. They thanked everyone for their time, patience, and consideration.

Mr. Laurie and Board members commended the students on their well thought out presentation. It was factual, data driven and delivered with excellence. The Superintendent and the Board assured the students that the program will be revisited for improvements to address concerns raised and for them not to lose hope because it may take some time because there are many stakeholders that have to be considered and brought on board. Mr. Laurie stated that he would like to see an age appropriate program begin at the elementary level (beginning at 5th grade).

WRITTEN COMMUNICATIONS

Mr. Restaino acknowledged receipt of a thank you note from Jimmie (Vincent) and Cathy Cancemi, for the Board's thoughtfulness and for the kind gesture extended when they adjourned the meeting in memory of their loved one (Edward Struzik) who recently passed away.

ROUTINE MATTERS

MINUTES

Mr. Restaino moved for approval of the following minutes. Mr. Barstys seconded the motion.

February 2017 Board Meetings

The vote on the motion was approved unanimously.

BUDGET TRANSFER #9

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #9. Mr. Barstys seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$2,004,356.58 among the following fund, function, object, and location codes:

General Fund:	\$ 1,853,550.43
Cafeteria Fund:	\$ 0.00
Special Aid Fund:	\$ 150,406.15
Capital Projects Fund	\$ 400.00

The vote on the motion was approved unanimously.

BIDS – NONE

TREASURER'S REPORT

The Treasurer's Report for February 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for April 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items I through V, and Addendum #I - Calendar. Mr. Jocoy seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Joanna Antonacci	Teacher Elementary, GJ Mann	26 years	June 30, 2017
MaryAnn Taibi	Teacher Special Education, NFHS	24 years 1 month	June 30, 2017

II. APPROVAL OF EXTENSION OF RESIDENCY REQUIREMENT

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>PREVIOUS DATE</u>	<u>EXTENSION DATE</u>
Audrey Davis <u>M</u>	Cultural Specialist III Abate	April 3, 2017	October 3, 2017

III. SCHEDULE B

1. DEVELOPMENT OF TRANSITION RESOURCES AND MANUAL – PROMISE GRANT – NTE 75 HOURS – F2103.140.007.5717

Kenneth Krieger

2. PARENT WORKSHOPS – NIAGARA STREET – NTE 6 HOURS EACH – F2103.140.061.0117

Corey Bley Christina Custode Kelly Gawron

3. PARENT INVOLVEMENT ACTIVITIES – GJ MANN – NTE 5 HOURS – F2103.140.067.0117

Cheryl LaBelle

4. MATH & MOVEMENT: DEVELOPING FLUENCY THROUGH MOVEMENT – GRADES K & 1 – SATURDAY, APRIL 1, 2017 – NTE 3.75 HOURS EACH – F2103.131.007.2117 OR (F2103.140.098.4317 ONLY WHEN NOTED)

Ashley Andreana	<u>F2103.140.098.4317</u> Carrie Cino	Domenica Kutis	Janeanne LePage
Dean Tamborello	Andrea Woyksnar		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. SCHEDULE B (Continued)

5. LPS ACADEMIC / INFORMATIONAL NIGHT – MAY/JUNE 2017 – NTE 2 HOURS EACH – F2103.140.098.0317 / F2103.140.050.0117

Lisa Adams-Dobrasz	Sylvia Bailey	Nicole Bilson	John Briglio
Eda Buzzelli	Kim Campana	Linda Cessna	Ashley Chambers
Marianne Clingersmith	Elizabeth Fagiani	Lauren Falsetti	Renwick Feagin
Maria Fiore	Angela Frommert	Monique Gazy	Megan Glasser
James Hutchinson	Robert Jagow	Timothy Johnson	Carol Joseph
Carleen Krysa	Christopher Kulbago	Jolene Lambert	Michael LeBlanc
Giannina Lucantoni-Slepian	Cassandra Lutey	Michael Mansour	Anne Mardon
Michael McGrath	Julie McIntyre	Nadezda Mease	Andrea Merino
Julia Meyers	Suzanne Miller	Maria Murgia	Laurel Nolan
Paula Placek	Dawn Secic	Justin Speidel	Frank Strangio
Justine Tambroni	Mark Teoli	Joseph Tiberi	Andrew Touma
Jocelyn Touma	Rashad Williams	Edward Wisniewski	Peter Yarussi
Mary Pat Young	Amanda Zona	<u>ADDITION:</u> Anargyros Halaris	<u>ADDITION:</u> Jessica Kulbago

6. EXTENDED LEARNING TIME PROGRAM – LPS – NTE 40 HOURS TOTAL – F2103.140.098.0317

John Briglio Andrew Touma

7. PRIMARY ASSESSMENT REVIEW – NTE 6 HOURS EACH – F2103.140.098.0117

Deanna Cudahy	Maria Ehde	Lyndie Granto	Angela Manella
Lynn Pasek	Allison Pasquantino	Catherine Sullivan	Joanne Washcalus

8. GRADE 3 ELA ASSESSMENT REIEW – NTE 4.50 HOURS EACH – F2103.140.098.0117

Deanna Cudahy	Catherine Dunstan	Patricia Krolewski	Lisa Malpica
Angela Manella	Catherine Sullivan	Tammy Zaker	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

III. SCHEDULE B (Continued)

9. REVISED FROM 3/23/17: TRC WORKSHOP: ELL COLLABORATION AND THE DEMOGRAPHICS OF THE STUDENTS OF THE NIAGARA FALLS CITY SCHOOL DISTRICT – SESSION 2 – MAY/JUNE 2017 – NTE 15 HOURS @ \$50.00/HR. – F2070.131.007.8117

Bryan Rotella

10. EXTENDED LEARNING DAY PROGRAM IN ELA & MATH – CATARACT ELEMENTARY – APRIL/MAY 2017 – NTE 7 HOURS EACH BELOW EXCEPT WHERE NOTED – F2103.140.098.0317

NTE 14 Hours – Coordinator
Noelle Gaetano

Thomas Marcantonio

Lisatta Reid

11. EXTENDED DAY PROGRAM – NFHS – NTE 50 HOURS EACH – F2103.131.007.6617

Randy Gall

Fredia Hart-Cowart

Kate Johnston

Kenneth Nossavage

Richard Slaiman

12. ADDITION: ENL AFTER SCHOOL PROGRAM – GJ MANN – NTE 14 HOURS – F2103.140.098.2917

Taylor Cochran

13. TRC WORKSHOP: ELL, COLLABORATION, AND THE DEMOGRAPHICS OF THE NIAGARA FALLS CITY SCHOOL DISTRICT – SESSION 3 – MAY/JUNE 2017 – NTE 9 HOURS @ \$50.00/HOUR – F2070.131.007.8117

Francis Coney

IV. SCHEDULE C

ADDITION: SPRING 2017 SUPPORT STAFF APPOINTMENTS – \$50.69/PER DAY – NTE 20 EVENTS – A2855.141.098

Michele Pryor

Joseph Rizzo

V. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA-CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017
79th STREET CHOOOL – A2850.142.065

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
James Zacher	1.0	STEM Club	\$552

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Bass moved for approval of the following Personnel Report for Classified Staff, Items I through X.
Mr. Restaino seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Linda Watson	Cook 8 Hours GJ Mann	33 years 5 months	June 22, 2017

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Kenneth Barosky	General Repairer Maintenance Department	21 years 10 months	March 3, 2017
Teresa Barosky	Account Clerk Finance Office	29 years 4 months	March 3, 2017

III. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Kevin Edwards <u>R</u>	Food Service Administrator Cafeteria Services - District-Wide	\$68,253 Step 1 (pro-rated) C2080.160.027	May 5, 2017 (pending pre-employment requirements)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

IV. END OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Nadine Baugh	Classroom Assoc. Library 5.5 Hrs. Kalfas (Shelia Lewis)	\$14.35/hr. Step 1 w/Longevity A2610.175.059	April 4, 2017
Donna Sullivan	School Monitor Lunch Abate (Dona Washington)	\$12.47/hr. Step 2 C2080.176.056	April 7, 2017

V. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$37,613 Step 1 A1623.162.052	May 1, 2017 – May 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6) A1623.167.015 (.4)	May 1, 2017 – May 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$30,477 Step 1 A1623.167.060	March 27, 2017 – May 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$30,477 Step 1 A1623.167.045	May 1, 2017 – May 31, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$32,159 Step 2 w/Longevity A1623.167.016	May 1, 2017 – May 31, 2017
Shanika Jones	Cleaner 7 Hours District-wide – Kalfas (Garland Renford)	\$32,409 Step 2 w/Longevity A1623.167.058	May 1, 2017 – May 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide – NSS (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	May 1, 2017 – May 31, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$35,555 Step 2 A1623.167.045	May 1, 2017 – May 31, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$37,613 Step 1 A1623.167.058	March 27, 2017 – May 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$31,109 Step 2 A1623.167.050	May 1, 2017 – May 31, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VI.	<u>TEMPORARY APPOINTMENTS</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Katherine Luero	Asst. Child Care Assoc. 6 Hours Cataract (Tina Ryan)	\$13.00/hr. Step 1 A2252.173.057	Revised Dates: Sept 7, 2016–NTE June 30, 2017
	Barbara Miller	School Monitor Lunch 3 Hours Abate (Dona Washington)	\$12.01/hr. Step 1 C2080.176.059	April 24, 2017 – NTE June 30, 2017
	Samarana Samuel	Asst. Child Care Assoc. 6 Hours NFHS (Patricia Williams)	\$13.00/hr. Step 1 A2252.173.045	March 27, 2017 – NTE June 30, 2017
	Florence Swartz	Secretary I (.6) CEC (Julia Destino)	\$35,153 Step 1 (.6) (pro-rated) A2101.164.052	March 27, 2017 – NTE June 30, 2017
VII.	<u>INVOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Mark Palmer	Porter Hyde Park A1623.162.058	Porter Maple A1623.162.060 (Returned to previous location)	March 27, 2017
VIII.	<u>VOLUNTARY TRANSFERS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Susan Mang	Cleaner 7 Hours Maple A1623.167.016	Cleaner 7 Hours LPS A1623.167.050	March 27, 2017
IX.	<u>CHANGE OF STATUS</u> <u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Jillian Baron	Food Service Helper 3 Hours Hyde Park (probationary)	Food Service Helper 3 Hours Hyde Park	April 24, 2017
	Lori Franjoine	Assistant Cook 8 Hours GPS (probationary)	Assistant Cook 8 Hours GPS	April 17, 2017
X.	<u>LEAVE OF ABSENCE</u> <u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	Melanie Bunce	Asst. Child Care Assoc. 6 Hours Cataract	Personal (without pay)	March 6, 2017 – NTE June 30, 2017
	Tami Roscetti	Food Service Helper 3 Hours NFHS	Personal (without pay)	May 1, 2017 – June 23, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Special Education met on February 23, and March 14, 15, 16, 20, 21, 22, 23, 24, 28, 29, 30, 31, and April 4, 5, 6, 7, 2017 for the annual review of special education students and February 1, and March 2, 7, 8, 16, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, and April 3, 4, 5, 6, 7, 2017 to review and initiate the placement of students with disabilities.

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 4/25/17, 4, 4.08](#)) made by the Committee on Special Education.

The vote on the motion was approved unanimously.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Jocoy moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on March 16, 20, 30, and April 6, 2017 to review and initiate the placement of preschool students with disabilities and on March 8, 21, 22, 28, 29, and April 4, 5, 2017 for the Annual Review of Preschool students with disabilities; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 4/25/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 and 2017-2018 school year.

The vote on the motion was approved unanimously.

SHORT-TERM CONTRACTS – NONE

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF THE 2017/18 ADMINISTRATIVE BUDGET FOR THE ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES)

Mr.Jocoy moved for approval of the following resolution. Mr. Restaino seconded the motion.

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls hereby approves the proposed 2017/18 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services in the amount of \$**2,566,271**.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.02 APPROVAL OF THE ELECTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) BOARD MEMBERS

Mr. Jocoy moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Niagara Falls Board of Education has joined the Board of Cooperative Educational Services for Orleans-Niagara Counties (BOCES); and

WHEREAS, This school district has been advised that there are presently *five (5) vacancies* on the BOCES Board; and as such has the right to cast one vote for each vacancy to be filled; and

WHEREAS, The Niagara Falls Board of Education has been informed of the candidates nominated to fill such vacancies; and

WHEREAS, No more than one person residing in a particular component school district may be elected to serve on BOCES at one time, except as provided in Education Law §1950 (2-a); now, therefore, be it

RESOLVED, That the Niagara Falls Board of Education approved the election of *Janice M. Covell of Starpoint Central School District, Carol Feltz of Barker Central School District, Thomas J. Klotzbach of Lyndonville Central School District, James C. Little, Jr. of Newfane Central School District, and Wendy Swearingen of Lewiston-Porter Central School District*; and be it further

RESOLVED, That the District Clerk be authorized to complete the ballot and certification per instruction.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2017

Mr. Restaino moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The annual school election/budget vote of the Niagara Falls City School District will be held on **Tuesday, May 16, 2017**; and

WHEREAS, This Board at its **March 23, 2017**, Regular Meeting established the number and location of election polls; and

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2017 (cont'd.)

WHEREAS, Education Law 2607 states that "...the Board of Education shall appoint for each election district at least three qualified voters residing therein to act as inspectors at such election in such election district at such election" **and may appoint additional inspectors for one or more districts when in its opinion special circumstances exist requiring the services of such additional inspectors.** and

WHEREAS, The District has canvassed persons for appointment to these positions; therefore, be it

RESOLVED, That the Board of Education determines that special circumstances exist requiring the services of additional inspectors in certain districts because of the greater number of voters in those districts; and

RESOLVED, That the following list of qualified voters are hereby appointed to serve as Inspectors, to perform all duties in connection with canvassing of the ballots at said school election/budget vote pursuant to 2610 of the Education Law; and

RESOLVED, That each appointee be compensated in the amount of \$115.00 for the day's work, and

RESOLVED, That the Clerk of the Board of Education is hereby directed to give written notification of such appointment to each appointee, and

BE IT FURTHER RESOLVED, That inspectors elected as Chairpersons who will be responsible for the handling of absentee ballots, keys, and supplies at their respective polling sites and the returning of same will be compensated an additional \$20.00, and

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 15, 2017, be compensated \$25.00.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

See list of Inspectors on the following page...

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2017 (cont'd.)

ANNUAL SCHOOL ELECTION May 16, 2017 <u>Election Inspectors</u>				
School Election District	3 rd Legislative District			
1	Elect. Dist.	1,11	Board of Education Admin. Bldg. 630 – 66 th Street	D Dorothy Gara R Deanna M. Crawford D Bert C. Potts
2	Elect. Dist.	2, 3	St. John De LaSalle 8469 Buffalo Ave	D Paula Mash R Robert Delabio D Gloria Critelli R Nick Zawacki
3	Elect. Dist.	4,8,13	Grace Lutheran Church 736 Cayuga Drive	R Annemarie Evans D Shirley A. Wayda R R. Mathew Evans D Margaret R. Speck
4	Elect. Dist.	5	LaSalle Senior Citizens Center 9501 Colvin Blvd	R Marla McGahey D Karen Gallo R Russell Peters
5	Elect. Dist.	6, 7	Geraldine J. Mann School 1330 95 th Street	R Betty M. Scrivano D Carolyn F. Spacone R Alan Hall D Shirley Bathurst
6	Elect. Dist.	9, 10	79 th Street School 551 79 th Street	D Christine Juergens R Gloria Mayes R Roxanna Raverinni
7	Elect. Dist.	12	Community Education Center 6040 Lindbergh Avenue	D David M. Tucker R David Maginn D Carol A. Tucker
School Election District	4 th Legislative District			
8	Elect. Dist.	1	St. John AME Church 917 Garden Avenue	D Ruby Turner R Helga Hickman D Nicole Laster

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2017 (cont'd.)

ANNUAL SCHOOL ELECTION May 16, 2017 Election Inspectors

School Election District		4 th Legislative District			
9	Elect. Dist.	2, 4	Veterans of Foreign Wars Pt. 917 2435 Seneca Avenue	D David Miles R Michael S. Gawel D Evelyn Payne D Eugene W. Frett	
10	Elect. Dist.	3	Wrobel Towers 800 Niagara Avenue	D Donna M. Barksdale I Willie B. Brown D Saladin Allah	
11	Elect. Dist.	5, 6	Niagara Falls Public Library 1425 Main Street	D Brenda Hamilton R John W. Schappacher D Harinder S. Sandhu	
12	Elect. Dist.	7, 8	Niagara Arts & Cultural Center 1201 Pine Avenue	R Betty J. Larratta D Karen R. Spencer R Joanna Quarcini D Randy Ubriaco	
School Election District		5 th Legislative District			
13	Elect. Dist.	1, 2, 3	St. Raphael Parish Center 1018 College Avenue	R William S. Carroll D Karen S. Grose R Gayle A. Fadel D Jean M. Kennedy	
				R Patricia A. Swift I David J. Lemke D Deborah Willis R Sally McCormick	

6.03 APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2017 (cont'd.)

ANNUAL SCHOOL ELECTION May 16, 2017 <u>Election Inspectors</u>			
School Election District	5 th Legislative District		
14	Elect. Dist.	4	Spallino Towers 720 Tenth Street
			D Carol Bax R Barbara A. Williams D Cynthia Harrison
15	Elect. Dist.	5, 6	John Duke Senior Citizens Center 1201 Hyde Park Blvd.
			D Rosemary Cosgrove R Pamela Bruns D Sheila Tallarico R Michael R. Clayton D Patricia Marra, Poll Monitor
School Election District	6 th Legislative District		
16	Elect. Dist.	1	Hyde Park School 1620 Hyde Park Blvd.
			D John Carella Sr. R Gloria McGovern D Mary Rose Archie R Barbara Joyce, Poll Monitor
17	Elect. Dist.	2	Gaskill Prep School 910 Hyde Park Blvd.
			R Melinda Matiasz D MaryAnne Mari D Helen Drain
18	Elect. Dist.	3,4,8	Cristoforo Columbo Society 2223 Pine Avenue
			D Tana Shine R John Szczepczenski D Agnes Cicco R Steven G. Ryder Sr.
19	Elect. Dist.	5	City Hall 745 Main Street
			I Sharon Lee Smith D Mark Smith D Maryann Koperski
20	Elect. Dist.	6,7	Niagara Street School 2513 Niagara Street
			R Diana Jordan D Daniel R. Morrisette NOP Nicholas A. D'Agostino
21	Elect. Dist.	9	Packard Court Community Center 4300 Pine Avenue
			D Isaiah Mathews R Norman Bock D Vincent Wright Sr.
22	Elect. Dist.	10	LaSalle Prep School 7436 Buffalo Avenue
			R Dorothy West D Phyllis E. Violanti R Carol Costantino

6.04 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2017

Mr. Restaino moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Annual School Election/Budget Vote will be held on **Tuesday, May 16, 2017**; and

WHEREAS, At the Regular Board Meeting of **April 25, 2017**, election inspectors were appointed to work the polls for that election; and

WHEREAS, In the normal course of events some inspectors are unable to work on the particular day of the election and must be replaced; therefore, be it

RESOLVED, That the persons named on the attached list are hereby appointed as substitute election inspectors for said election; and

RESOLVED, That each inspector called in to substitute will be compensated in the amount of \$115.00 for the day's work; and be it

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 15, 2017, be compensated \$25.00.

ANNUAL SCHOOL ELECTION May 16, 2017 <u>Additional Election Inspectors</u>			
School Election District	3 rd Legislative District		
1	Elect. Dist.	1,11	R Vito G. Varalli R Jayne A. Kohler R Richard L. Kohler
2	Elect. Dist.	2, 3	R Sharon A. Benavidez R Dorothy M. Cuddahee NOP Genna M. Komorowski D Jacinta Williams
3	Elect. Dist.	4,8,13	D Carol Pennesi D James E. Babcock D Diane Humphrey D Cheryl Toth I Jeanne Baxten R Joan Dorgan R AnnaMarie Wojciechowski R Peter Henry
4	Elect. Dist.	5	D Tammy Gallo
5	Elect. Dist.	6, 7	D Janice Ambrose D Rita Dupree
6	Elect. Dist.	3, 10	R Vincent M. Mameli

6.04 APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2017 (cont'd)

ANNUAL SCHOOL ELECTION May 16, 2017

Additional Election Inspectors

School Election District		4 th Legislative District	
7	Elect. Dist.	12	I Michael W. Gallo R Ronda L. Grose
8	Elect. Dist.	1	D Michael D. Watson D Brian S. Archie
9	Elect. Dist.	2, 4	D Juanita Ewing D Aune E. Jamieson D Irene Wilson D Joseph McGhee Jr. D Georgia A. Robinson
10	Elect. Dist.	3	D Marilyn Lyman D Harold Long D LaToya S. Scott
11	Elect. Dist.	5, 6	
12	Elect. Dist.	7, 8	I Vincent P. Hurst D Pat Boshane D Wanda A. Adams
		5 th Legislative District	
13	Elect. Dist.	1, 2, 3,	I Kathleen J. Linnane I Robert Turcette D Mary Louise Walker
14	Elect. Dist.	4	D Satnam Kaur D Carol Eddy
15	Elect. Dist.	5, 6	R Ronald C. Beningo Jr. D Nicole Marcolini-Zipp D Marie Appoloney
		6 th Legislative District	
	Elect. Dist.	1	D Barbara L. Aceti D Annette Reqester D Jane E. Schroder
17	Elect. Dist.	2	D Judith Delgrollice
18	Elect. Dist.	4	D Georgetta Hamilton
19	Elect. Dist.	5	I Tawanda P. Bassham D Terri S. Granieri D Jacki S. Todd D Trudy J. Christman
21	Elect. Dist.	9	R Gloria Bock
22	Elect. Dist.	10	R Nancy Stoianoff R Victoria Komorowski D Vincent C. Wright II

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.05 APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING

Mr. Restaino moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The Annual School Election/Budget Vote will be held on *Tuesday, May 16, 2017*; and

WHEREAS, §2610, subdivision 4, of the New York State Education Law requires that the Board of Education shall meet after the canvass of votes on the day of the election or at eight o'clock in the evening of the day following such election to officially examine and announce the results of the election; and

WHEREAS, It is the intent of this Board of Education to comply completely with the provisions of the law; therefore, be it

RESOLVED, That the Niagara Falls Board of Education will hold the Statutory Meeting, as required by law, on *Wednesday, May 17, 2017*, at **8:00 P.M.**, E.D.S.T., to officially examine and announce the results of the Annual School Election/Budget Vote held on *Tuesday, May 16, 2017*.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.06 APPROVAL OF FILING OF PROPOSED DISTRICT CODE OF CONDUCT, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017)

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend as appropriate Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Code of Conduct for the District; and

6.06 APPROVAL OF FILING OF PROPOSED DISTRICT CODE OF CONDUCT, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017) (cont'd.)

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct, as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Code of Conduct, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Code of Conduct, as amended, and be it further

RESOLVED, that the Code of Conduct, as amended, be filed in the District Clerk's office for public comment on May 8, 2017, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **May 17, 2017, at 6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Code of Conduct in the District Clerk's office as of April 25, 2017, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 17, 2017**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.07 APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017)

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

6.07 APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017) (cont'd.)

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, a Comprehensive District-Wide School Safety Plan that addresses crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulations did formulate, adopt and file a Comprehensive Plan; and

WHEREAS, a District-Wide School Safety Team appointed by the District, reviewed and amended the Comprehensive District-Wide School safety Plan for the Niagara Falls City School District in accordance with the laws and regulations; and

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education receive the Comprehensive District-Wide School Safety Plan, as amended, anticipated to be filed by the District-Wide School Safety team, and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan, as amended, be filed in the District Clerk's office for public comment on May 8, 2017, and remain on file for at least 30 days prior to approval by the Board; and be it further

RESOLVED, that a public hearing be held on **May 17, 2017, at 6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the proposed Comprehensive District-Wide School Safety Plan, as amended, in the District Clerk's office as of April 25, 2017, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 17, 2017**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

6.07 APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017) (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.08 APPROVAL OF FILING OF SUMMARY OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017)

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually amend, if necessary, Building-Level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the laws and regulation adopted and filed Building-Level Safety Plans for District Schools annually as required; and

WHEREAS, Building-Level School Safety Teams appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-Level School Safety Plan for their respective school; and

WHEREAS, a summary of each Building-Level School Safety Plan as amended, is to be made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-Level School Safety Plans, as amended, is required for the participation of personnel, parents, students and other interested parties prior to its adoption; now, therefore, be it

RESOLVED that the Board of Education accept the Building-Level School Safety Plans, as amended, and submitted by the Building-Level School Safety Teams for the respective schools, and be it further

RESOLVED, that a summary of the Building-Level School Safety Plans, as amended, be filed in the District Clerk's office for public comment on May 8, 2017, and remain on file for at least 30 days prior to approval by the Board; and be it further

6.08 APPROVAL OF FILING OF SUMMARY OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 17, 2017) (cont'd.)

RESOLVED, that a public hearing be held on **May 17, 2017**, at **6:30 p.m. at the District Administration Building, 630-66th Street, Niagara Falls, New York**, immediately prior to the regular scheduled Board meeting for participation of school personnel, parents, students, and other interested parties; and be it further

RESOLVED, that the President of the Board and the District Clerk are hereby directed to prepare such notice(s) as required and necessary to advise the public of the availability of the Summary of the Building-Level School Safety Plans, as amended, in the District Clerk's office as of May 8, 2017, for public comment for a period of at least 30 days prior to its adoption and the public hearing as required by law scheduled for **May 17, 2017**, all as provided in this Resolution; and to do any and all actions necessary to effectuate the purpose of this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.09 APPROVAL OF THE AMENDED 2016-2018 PROFESSIONAL DEVELOPMENT

Mr. Restaino moved for approval of the following resolution. Mr. Jocoy seconded the motion.

WHEREAS, The District's Teacher Resource Center Policy Board is the Professional Development Team to develop a Professional Development Plan for 2016 -2018; and

WHEREAS, The Professional Development Team developed the 2016- 2018 Professional Development Plan; and

WHEREAS, This plan provides the framework for the professional development of the District's certificated staff; and

WHEREAS, The plan meets the requirements for such an instrument in the Commissioner's Regulations; and

WHEREAS, This plan should serve as a guide for future actions related to professional development; therefore be it

6.09 APPROVAL OF THE AMENDED 2016-2018 PROFESSIONAL DEVELOPMENT (cont'd.)

RESOLVED, The Board of Education hereby approves the Amended 2016-2018 Professional Development Plan a copy of which is on file in the Human Resource Office (also, plan can be viewed on BoardDocs); and be it further

RESOLVED, That the Amended Professional Development Plan, as approved, be implemented by the Superintendent and be used as a guide for future professional development activities.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF USE OF PESTICIDE ON THE GROUNDS OF NIAGARA FALLS HIGH SCHOOL FOR THE CONTROL OF TICKS

Mr. Jocoy moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, the District considers the health and safety of students and staff of the utmost importance; and

WHEREAS, NYS Chapter 85 of the Laws of 2010 require the Board of Education to approve the application of pesticides on school grounds; and

WHEREAS, under NYS Education Law, Section 409-H, requires the District to provide 48-hour prior notification to all persons on the District's prior notification list as well as to post signage around the affected grounds warning of the use of pesticide; therefore be it

RESOLVED that the Board of Education hereby authorizes the use of pesticide for the control of ticks on school grounds at Niagara Falls High School; and

RESOLVED that the Board directs the Administrator for School Business Services provide at least 48-hour prior notification to all required and appropriate parties; and further

RESOLVED the Director of Facilities prepare the appropriate notifications and signage and he is hereby directed to post such signage around the affected grounds warning of the use of pesticide.

6.10 APPROVAL OF USE OF PESTICIDE ON THE GROUNDS OF NIAGARA FALLS HIGH SCHOOL FOR THE CONTROL OF TICKS (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Bass, Bishop Dobbs,
Mr. Jocoy, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurrie
April 25, 2017

Congratulations to all award recipients and the student presenters.

Thanks to those who participated in the Life Skill Special Olympics

Mr. Laurrie stated that he enjoyed reading to the students at the public library.

Reminders:

*District Focus on Family Program sponsored "Walk Against Child Abuse" to bring awareness to the community is scheduled to be held tomorrow, Wednesday, April 26, at 5 p.m. at Hyde Park. Everyone encouraged to participate.

*The last ten (10) weeks of school is coming up.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mr. Mark Laurie

April 25, 2017

*Hockey game between the staff and the Niagara Falls Police Department is Friday at the Ice Pavilion; proceeds will go towards the Post Prom event.

*Art/Music Festival will be held on Thursday at NFHS; expecting over 1,000 in attendance.

*4H Club and Environmental Group will be planting trees throughout the District.

*Ribbon Ceremony is scheduled for May 4th

COMMENTS BY BOARD MEMBERS

Congratulations to all award recipients and the student presenters.

Mr. Bass stated that he would like to be a part of the committee to be formed to address the concerns raised by the students regarding the District current sex education curriculum.

EXECUTIVE SESSION

At 7:40 p.m., a motion for Executive Session was made by Mr. Barstys to reconvene to continue discussion on contractual and personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation, seconded by Mr. Restaino; motion was **passed 8–1 with a no vote by Mr. Jocoy**.

ADJOURNMENT

Executive Session was adjourned and the Special meeting was reconvened and adjourned at approximately 8:20 p.m. on the motion made by Mr. Restaino, seconded by Mr. Paretto in memory of the following; all were in favor.

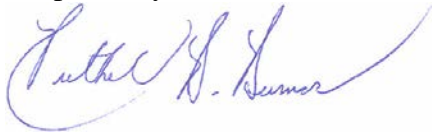
*Mr. Angelo L. Tolfa, grandfather of Annmarie Melloni (Art Teacher @ Abate), great-grandfather of Monica Lodick (student @ NFHS), and father-in-law of Evelyn Rogers (Pre-K Classroom Associate @ Cataract)

*Mr. Joseph Thomas Holody, Jr., father-in-law of Rebecca Holody (Budget Manager)

ADJOURNMENT (cont'd.)

- *Mrs. Mary V. Jones, mother of Regina Jones (retired cook) and Tanya Adamson (Cleaner @ Hyde Park), grandmother of Shanika Jones (Cleaner @ GJ Mann), aunt of David Jones (Cleaner @ NFHS), and aunt of Alesia Jones (Cleaner @ Abate)
- *Mrs. Carolyn Holder, retired teacher and Administrator (more than 30 years) and the wife of retired Guidance Counselor James Holder, and mother of Keli Holder-Luchey (former Guidance Counselor@ NFHS)
- *Mr. Robert L. Godwin, Sr., 74, father of former Junior Account Clerk Debbie Godwin, was called home on Easter Sunday, April 16, 2017.
- *Mrs. Helen Wiley, mother of Judy Wiley (HRO Attendance Specialist)

Respectfully submitted,



Ruthel D. Dumas, District Clerk
rdd

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2017 MEETINGS - MINUTES

DATE: May 4, 2017

KIND OF MEETING: **Public Hearing on the 2017/18 School District Budget**

LOCATION: Niagara Falls High School, 4455 Porter Road,
Niagara Falls, NY

CALL TO ORDER: The Public Hearing was called to order by Board
President Vincent Cancemi at **7:00** p.m.

The Public Hearing was opened with the Pledge of
Allegiance and a prayer led by Bishop Dobbs.

MEMBERS PRESENT: **Mr. Barstys, Mr. Bass, Bishop Dobbs, Mr. Jocoy (7:03
pm), Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi**

MEMBERS ABSENT: **None**

CLERK PRO TEM Mrs. Linda Hohman served as Clerk Pro Tem in the
absence of District Clerk Ruthel Dumas; there were
no objections.

PUBLIC HEARING – INTRODUCTION

Mr. Laurie prefaced the Public Hearing with his comments:

I would like to extend to the Board of Education appreciation for allowing me to format a different budget presentation and to change how it was worked through even when we were not too sure about funding; there was great feedback, and I hope you will allow this process to occur again. I appreciate your confidence and trust to do that. I feel it was successful. I would like to tell the public if it wants to see where any money is, I can show one sheet that has an exact accounting of the funds. It is important that staff were able to focus on their primary job, teaching, and to let us worry about the budget. It is a natural inclination to be anxious about the budget.

The budget being presented is a good budget. There is no increase to the tax levy; unfortunately, in the State's wisdom, it never assumed there could be a negative tax cap number, so we have to have a super majority to pass the budget. When speaking in the future about NYSSBA lobbying issues, we should go through the channels to propose a change for a negative tax cap so that it rounds to zero and a super majority vote is not required. We need to lobby and work with legislators and NYSSBA to get this corrected.

PUBLIC HEARING – INTRODUCTION

I am proud of another year of no tax increase and appreciate the fact that staff are kept fully intact with no reductions. I would like to add programs; we owe that to the students and community. UPK-3, we will come back with a plan to do that. Students spoke about improved body health and sexual education that is needed. We will be creative with ways to do those programs without additional funding. Nothing says it better than the screams we are hearing from the halls tonight, kids cheering for fine arts performances. We would love to have more of this. This budget is with no reductions in force, and I wish we could go ahead with programming with 3 year olds, health educators, and additional art and music, but right now we have to be responsible. This budget allows the Board to do what it has successfully done and keep reserves at a maximum level. With fiscal responsibility there will be close to \$1 million to use in reserves to end this year with that balance bringing us to the State allowable 4% allowable balance, debt service, cafeteria and ERS fund balance, and workers' comp., will also be funded. This keeps our borrowing rating in a good position and our District in a good fiscal rating position.

There are four cautions of which we need to be mindful: 1) what the federal government does in terms of its allocation to the State, 2) proposals to reduce Title IIA which is used for PD, all our coaches and those that help teachers teach. This funding will be stepped down until 2022-23 when it is gone, 3) \$750,000 in Casino funding, which has been factored in the budget for the local share, and 4) increase of \$172,000 in Charter School expense.

Lastly, I would like to thank Mr. Giarrizzo and Mrs. Holody, they are two of the most honest stewards of finance; they always do the right thing. When school districts are scrambling for business officials, you have two of the best here.

PUBLIC HEARING – BUDGET OVERVIEW

Mr. Giarrizzo conducted the 2017-18 General Fund Budget Hearing by sharing the following information:

- Inflation vs. Tax Levy
- Reducing Costs – how it was done
- Revenue – all sources
- Budget history – increase of 2.82% (\$3.86 million)
- Parameters used for budget
 - Revenues
 - Tax levy
 - Salary obligations
 - Debt Services
- Expenditures
 - A three-part format: Administration, Program and Capital
- Revenue impacts

PUBLIC HEARING – BUDGET OVERVIEW (cont'd.)

- Expenditure impacts
- Contingency budget reductions – If a Super Majority vote is not achieved, reductions would total \$176,925
- Polling sites – all General Election polling sites (Noon – 9 p.m.)
- Proposition - \$140,921,509

Mr. Laurrie thanked Senator Ortt and Assemblyman Morninello for working with the District. \$4.3 million is \$500,000 less than last year, but their efforts are appreciated. The District continues to be a party in the Small City Schools litigation; an appeal should occur in September according to Robert Biggerstaff. Lastly, Mr. Melson and the NFT Union were acknowledged for its loud voice and advocacy and trips to Albany to see elected official and advocate for children.

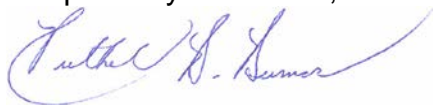
BUDGET HEARING – PUBLIC COMMENTS

None.

PUBLIC HEARING ON THE 2017/18 SCHOOL DISTRICT BUDGET ADJOURNS

Mr. Barstys moved that the May 4, 2017, Public Hearing on the '17/18 Budget be adjourned; seconded by Mr. Paretto. All were in favor, no objections; meeting adjourned.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Clerk ProTem

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2017 MEETINGS - MINUTES

DATE: May 17, 2017

KIND OF MEETING: Public Hearing on Safety Plans/Regular Meeting

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

MEMBERS PRESENT: Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Barstys and Mr. Jocoy (*both excused*)

TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- Summer Programming –*Mr. Wojton*
- Review of Agenda for May 17th – *Mr. Laurie/Ms. Massaro*

PUBLIC HEARING

The Public Hearing was called to order by Board President Vincent Cancemi at 6:35 p.m.

The Public Hearing was opened with the Pledge of Allegiance and a prayer led by Bishop Dobbs.

PUBLIC HEARING – OVERVIEW - SAFETY PLANS

An overview of the Safety Plans and any amendments were presented.

SAVE Committee

Mr. Wojton presented the comprehensive Safety Plan. He informed the Board that there is a hard copy available for public viewing and it can also be shared electronically. This plan was last updated on March 27, 2001. Mr. Wojton felt the committee was well represented with an administrator, NFT representative, three students, a parent, and a District partner.

PUBLIC HEARING – OVERVIEW - SAFETY PLANS (cont'd.)

The building level Safety Plan was reviewed by the principal and his/her respective team.

Code of Conduct

Mr. Wojton informed the Board that student appearance is of big concern.

The cell phone policy was discussed at length. At the elementary level, the policy remained restrictive. At the prep level, the committee reached out to principals and vice principals. This, too, was kept restricted. At the high school level, the policy was revised where it now aligns with the District's Technology Plan (or promotion use of technology). It was emphasized in non-instructional areas throughout the building, i.e., green zones (cafeteria) and red zones (where instruction takes place).

NFT recommends the phone to be put in an envelope and given to a Dean who then puts it in a safe. Mr. Petrozzi asked about disciplinary measures for student infractions. Mr. Wojton highlighted the disciplinary procedures.

Mr. Laurie stated that Restorative Justice is a growing tool – only a tool – to working with students in suspension. More information needs to be gathered for full implementation. Suspension doesn't change behaviors. We need to look for opportunities when Restorative Justice can replace discipline. We have to come up with approaches. The Deans and Principals have been asked to look and try to pilot Restorative Justice. It's not a substitute for discipline; it's another tool. It should be noted that this is only being introduced in the Code of Conduct.

PUBLIC COMMENTS

Marcus Latham
8250 Laughlin Drive
Niagara Falls, NY 14304

Mr. Latham commended Mr. Wojton at the hand of the Superintendent. It was a very open, fluid document. This is done every year, so if something isn't working, it will be addressed the following year. As far as Restorative Justice – it is a practice – an educational practice. We need to educate students that this behavior is counter-productive. We've tried peer mediation – building relationships. This will work with some, and some not. It can be used as a weapon, i.e. invasion of privacy. They really need to be educated at the red zone, green zone, and yellow zone. Students can communicate with anyone in the world on it. It's a very strong educational tool. I've read up on Restorative Justice – it's not a be-all end-all – but it's a step towards keeping these kids in school. I urge you to approve this plan as it is written. Thank you Mr. Wojton.

PUBLIC COMMENTS (cont'd.)

Courtney James
2722 – 22nd Street
Niagara Falls, NY 14305

Mr. James said he had a problem with the school nurse. His daughter came home and had a twitch. He called the school the next morning. He asked the nurse to examine her and the nurse never called back and she acted like I was bothering her. He stated that he just asked for her opinion; she's been there for 20-30 years. She said there was nothing wrong and acted ignorant. Then she's told me that she couldn't give me any information – she could only give her mother information. The other problem was the teacher called my son an idiot and moron to his face. I called Mrs. Jones who said the teacher was her friend and she didn't want to pursue it. He was very sad and it brought his esteem down. It became a problem. I don't want anyone to lose their job over this, but want the nurse to retest. I can see her doing this muscle twitch. Her mother can see it too. He stated that he went to Court and got custody of his kids. This problem needs to be solved very quickly. I could see the look on my son's face. He was so sad. The school calls me anytime they need to speak to me. But when I start complaining, she calls security, etc. and says I came here to be violent. That's a lie. That wasn't right. This is a school – you have to be professional.

Bishop Dobbs said I feel your pain. You did call me and I gave you some suggestions – did you follow through. Make sure your daughter was checked by a doctor. That's the most important thing to do. He suggested that Mr. James continue to pursue that.

Mr. James said what about that lady calling my kid an idiot.

Bishop Dobbs said that wasn't his call. The Superintendent, Board, and Principal will work together on that.

Mr. Laurrie said thanked Mr. James for coming and that he will meet with Mrs. Jones about all the comments.

Mr. James: What about the letter saying I can't come to school.

Mr. Laurrie: We'll discuss this tomorrow.

Mr. Cancemi said they're not doctors - they are nurses. Talk to your wife, talk to your judge. Do what you have to do. Keep us informed and let us know where you're at. Thank you for coming.

PUBLIC HEARING ADJOURNS

Mr. Restaino moved that the Public Hearing on the Safety Plans be adjourned.
Mr. Bass seconded the motion. Public Hearing adjourned at 7:11 p.m.

REGULAR BOARD MEETING

The Regular Meeting was called to order by President Vincent Cancemi at 7:15 p.m. All were present with the exception of Mr. Barstys and Mr. Jocoy.

CLERK PRO TEM: Ms. Felton continued to serve as Clerk Pro Tem in the absence of District Clerk Ruthel Dumas.

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff

Mr. Laurie informed the Board that prior to the Board meeting, NFT and the Board of Education are awarding a \$2,000 scholarship to Davonte Kent, as part of our initiative to recruit minority teachers.

Mr. Laurie recognized the following three staff members from each bargaining unit for the exemplary work they have done:

Janice Mistretta (TAUL)

Ms. Mistretta is a relatively new childcare associate at Niagara Street School. She works with a physically handicapped young lady. Countless phone calls have been received from this young lady's parents commending Ms. Mistretta for her work, skill, love, and care.

Lori Moskaluk (NFT)

Ms. Moskaluk is the school librarian at NFHS of 2000 students. She also services all of our elementary schools and makes recommendations as to what everyone needs. She never says no, never refuses, and is always looking to get additional books, always advocating in a professional way. It is done perfectly to the penny. She goes above and beyond and she continues to help the elementary schools. She is a member of the teachers union as a Director, and most importantly, works with Dave Brooks. The District and library system are better just because of Lori.

Barbara Dotts (CSEA)

Mrs. Dotts has been a Secretary II in the Instructional Office at Central office for 18 years. When I came to work down there, the Superintendent assigned me to a little project called Title I. I asked Barbara if she would like to be the secretary. She of course said no problem. She knows where every penny is. She instructs Rick and I on what we could do. The Parent and Partner dinner all got done because of Barbara. There is a major Title I audit tomorrow. Give her the task and if you see the way she's prepared the documents, her work is impeccable. Her attention to detail is second to none. She gives her full attention to any project. Mom is very proud of you Matthew. It is my pleasure to recognize Barbara Dotts as our CSEA outstanding employee.

Mr. Laurie and the Board thanked everyone for their dedication and for all of their hard work; a certificate was presented to each employee.

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff (cont'd.)

The final presentation is to a Board member – Tony Paretto, who received a Certificate of Board Excellence from NYSSBA and has earned 150 points in his education.

ORAL COMMUNICATION – PUBLIC COMMENT

Mr. Bob Kendzia
8111 W. Rivershore Drive
Niagara Falls, NY 14304

Mr. Kendzia stated that he's a concerned citizen and a Pharmacist in the City of Niagara Falls. I have a complaint about the new insurance that goes into effect July 1st where one cannot get a maintenance prescription again in Niagara Falls - they have to send away for it. This is absurd. I have been in business for 61 years. Mr. Kendzia read the letter that was sent to teachers. He stated that his daughter, who is a Nurse Practitioner and works with him, gets at least ten phone calls a month. He stated that he can't believe the school board would sign up for a plan and program like this for their teachers. Thank you.

Mr. Petrozzi: Mr. Kendzia, I support your position entirely. The School Board did not support this decision – it was made by the health care plan. I know the savings is miniscule – the plan should be looking at other ways to save money. I don't want you to think we had input. The Superintendent suggested they come in and we give them our input.

WRITTEN COMMUNICATIONS - None

ROUTINE MATTERS

MINUTES - None.

BUDGET TRANSFER #10

Bishop Dobbs moved for approval of the following resolution on Approval of Budget Transfer #10. Mr. Petrozzi seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 758,389.21 among the following fund, function, object, and location codes:

General Fund: \$ 508,695.21
Special Aid Fund: \$ 29,694.00
Capital Projects Fund: \$ 220,000.00

The motion was approved unanimously by those present.

BIDS

None.

TREASURER'S REPORT

The Treasurer's Reports for March 2017 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report for May 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items #I through #VIII. Mr. Vilardo seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Sylvia Bailey	Teacher Special Education LPS	25 years	June 30, 2017
David Brooks	Teacher Library NFHS	25 years 3 months	May 31, 2017
Joan Pawlukovich	Teacher Elementary 79 th Street	26 years	June 30, 2017
William Schmidtke	Teacher Physical Education NFHS	30 years	June 30, 2017

II. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Caterina Antonacci	Teaching Assistant Hyde Park	8 years	April 28, 2017
Schurron Cowart	Pupil Service Assistant 12 Mos. NFHS	4 years	June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. RESIGNATIONS (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Kristina Johnson	Pupil Service Assistant 12 Mos. Cataract	10 years 1 month	May 2, 2017

III. REGULAR SUBSTITUTES (60-DAY CONVERSIONS)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Meagan Millar <u>R</u>	Teaching Assistant NFHS (Carolyn McClendon)	\$31,801 (pro-rated) A2103.149.097	January 23, 2017 – until TA returns NTE June 30, 2017 (Converted on 5/05/17)

IV. TENURE APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Caroline Buchman <u>R</u>	Assistant Principal 10 Months NFHS	Level 5 Administrator	September 1, 2017
Lisa Carruthers <u>R</u>	Teacher Special Education GJ Mann	Special Education	September 1, 2017
Allen Cowart <u>R</u>	Teacher Special Education Abate	Special Education	September 1, 2017
Rocco Merino <u>R</u>	Principal Niagara Street	Level 3 Administrator	July 30, 2017

V. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Marissa Chapman	Teaching Assistant GJ Mann	Educational (without pay)	Revised Dates: January 17, 2017 – April 26, 2017 (Tuesday & Wednesday afternoons only)
John Eagan	Teaching Assistant NFHS	Personal (without pay)	April 26 & 27, 2017 & May 4 & 5, 2017
Kristina Johnson	School Counselor CEC	Personal (without pay)	May 25, 2017 – May 26, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

- VI. **SCHEDULE B**
1. **WEDO LEGO ROBOTICS WORKSHOP – NTE 4 HOURS EACH – (APRIL 26 & MAY 10, 2017) – F2103.131.007.2117**

Jessica Fronczak	Sophia Williams	
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 2. **ADDITION: AFTER-SCHOOL PARENT EDUCATION EVENTS – NIAGARA STREET – NTE 3 HOURS – F2103.140.096.0117**

Mary DePalma		
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 3. **SCHOOL COMPREHENSION EDUCATION PLAN COMMITTEE – NSS – NTE 4 HOURS EACH – F2103.140.098.0317**

Janine Bellonte	Stefany Critelli	Deanna Cudahy	Michele DiGregorio
Christina Magnuson	Christopher Murgia	Amanda Vail	
 4. **ADDITION: GRADE 4 ELA COMMITTEE – NTE 18.75 HOURS EACH – F2103.140.098.0117**

Janelle Brydges	Elizabeth Canada	Tammy Capatosto	Deanna Cudahy
Jerri Presutti	Marissa Rogers		
 5. **PARENT INFORMATION NIGHT – 79TH STREET – NTE 2.5 HOURS EACH – F2103.140.096.0117**

Robert Aulet	Anthony Aversa	Julie Brundage-Lowry	Christine Chase
Sheila Chille	Gerald Delzoppo	Deborah Deuro-Naughton	Elaine Dominguez
Pamela Garabedian	Lisa Graff	Lyndie Grant	Kathleen LaRock
Stephanie Marazzo	Debra Olear	Joni Ann Orfano	Joan Pawlukovich
Maria Pedulla	Jerri Presutti	David St. Onge	Janelle Stromberg
Yolanda Williamson	Jennifer Yost	James Zacher	
 6. **MASTER SCHEDULING COMMITTEE – NIAGARA STREET SCHOOL – NTE 5 HOURS EACH – A2101.140.061**

Michael Corsaro	Mary DePalma	Tracy Gibb	Mary-Jo Hurtt
Susan Marcolini	Nancy Sarkees	Daniel Weiss	Tammy Zaker
 7. **ADDITION: EXTENDED DAY STAFFING – NFHS – NTE 10 HOURS – F2103.131.007.6617**

David Brooks		
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII.	<u>SCHEDULE C</u> <u>FALL COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098</u>		
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	Martha Amoretti	Varsity Girls Volleyball	\$3522 Step 3
	Robert Augustino	Assistant Boys Soccer	\$3814 Step 3
	Donald Bass	Varsity Football	\$5570 Step 3
	Jennifer Clyde	Varsity Cheerleading	\$5293 Step 3
	Bryan Collins	Assistant Girls Swimming	\$3814 Step 3
	Romel Griggs	Assistant Football	\$4083 Step 3
	Edward Kladke	Assistant Football	\$4083 Step 3
	Anthony Kutis	Varsity Boys Soccer	\$5163 Step 2
	Matthew Leo	Assistant Football	\$4083 Step 3
	Israel Martinez	Varsity Cross Country	\$3522 Step 3
	Edwin Maynard	Assistant Girls Swimming	\$3814 Step 3
	Richard Meranto	Assistant Boys Soccer	\$3549 Step 1
	John Pero	Varsity Golf	\$3522 Step 3
	Jonathan Robins	Assistant Football	\$4083 Step 3
	James Stypa	Varsity Girls Swimming	\$5163 Step 2
	Mark Teoli	Assistant Football	\$4083 Step 3
	Matthew Thompson	Varsity Girls Tennis	\$3522 Step 3
	David Tirabassi	Assistant Girls Soccer	\$3814 Step 3
	Kiki Ventresca	Varsity Girls Soccer	\$5293 Step 3
	Michael Vilardo	Assistant Girls Soccer	\$3814 Step 3

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII.	<u>SCHEDULE C (Continued)</u> <u>FALL COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098 (Continued)</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	Kenneth Wagner Nicollette Walaszek-Kempa David Zona	Assistant Cross Country Assistant Cheerleading Varsity Boys Volleyball	\$3522 Step 3 \$3814 Step 3 \$3427 Step 2
VIII.	<u>SCHEDULE C</u> <u>WINTER COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
	Martha Amoretti	Assistant Girls Basketball	\$3814 Step 3
	Bryan Collins	Assistant Boys Swimming	\$3814 Step 3
	Salvatore Constantino	Varsity Boys Basketball	\$5293 Step 3
	Marc Daul	Assistant Boys Basketball	\$3814 Step 3
	Brent Gadacz	Assistant Boys Basketball	\$3814 Step 3
	Daniel Giancola	Varsity Wrestling	\$5293 Step 3
	Louis Jacklin	Assistant Hockey	\$3549 Step 1
	Edwin Maynard	Assistant Boys Swimming	\$3814 Step 3
	Richard Meranto	Assistant Indoor Track	\$3814 Step 3
	Jonathan Robins	Varsity Indoor Track	\$5293 Step 3
	Frank Rotundo	Assistant Indoor Track	\$3814 Step 3
	Nicholas Ruffolo	Varsity Hockey	\$5030 Step 1
	James Stypa	Varsity Boys Swimming	\$5163 Step 2
	Joseph Tiberi	Varsity Girls Basketball	\$5293 Step 3
	Edward Ventry	Varsity Boys & Girls Bowling	\$3522 Step 3

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VIII. SCHEDULE C (Continued)

WINTER COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098 (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
John Weatherston	Assistant Girls Basketball	\$3682 Step 2

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, and Mr. Cancemi,

Nays: None

Abstention: Mr. Vilardo

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items #I through #V.
Bishop Dobbs seconded the motion.

I. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Jacquelyn Alfearie	Senior School Monitor Hyde Park	31 years 2 months	June 24, 2017
Willie Moore	Porter GPS	32 years	July 29, 2017
Sandra Supon	Cook 8 Hours Cataract	34 years 4 months	June 26, 2017
Michael Thompson	Custodian Central Office (.5) / CEC (.5)	28 years 11 months	August 15, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

II. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$37,613 Step 1 A1623.162.052	June 1, 2017 – June 30, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$30,477 Step 1 A1623.167.052 (.6) A1623.167.015 (.4)	June 1, 2017 – June 30, 2017
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$30,477 Step 1 A1623.167.060	June 1, 2017 – June 30, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$30,477 Step 1 A1623.167.045	June 1, 2017 – June 30, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$32,159 Step 2 w/Longevity A1623.167.016	June 1, 2017 – June 30, 2017
Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$32,409 Step 2 w/Longevity A1623.167.058	June 1, 2017 – June 30, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$31,109 Step 2 A1623.167.016	June 1, 2017 – June 30, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$35,555 Step 2 A1623.167.045	June 1, 2017 – June 30, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$37,613 Step 1 A1623.167.058	June 1, 2017 – June 30, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$31,109 Step 2 A1623.167.050	June 1, 2017 – June 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Anthony Bass	Associate Physical Educ. 6.5 Hrs. LPS (probationary)	Assoc. Physical Educ. 6.5 Hrs. LPS	May 13, 2017
Glory Jackson	Asst. Child Care Associate 6 Hrs. LPS (probationary)	Asst. Child Care Assoc. 6 Hrs. LPS	May 30, 2017
Jacquelyn Perdue	School Monitor Lunch 3 Hours Hyde Park (probationary)	School Monitor Lunch 3 Hours Hyde Park	May 17, 2017
Faith White	Pre-K Associate 5.5 Hours Cataract (probationary)	Pre-K Associate 5.5 Hours Cataract	May 30, 2017
Elizabeth York	Senior School Monitor 7 Hours LPS (probationary)	Senior School Monitor 7 Hours LPS	May 30, 2017

IV. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Annette Davis	Pre-K Associate 5.5 Hours GJ Mann	FMLA (without pay)	April 24, 2017
Margaret Rowles	Library Associate 5.5 Hours Abate	Personal (without pay)	May 12, 2017 – May 19, 2017

V. ADDITIONAL HOURS

SPRING 2017 NIGHT DESK ATTENDANT – CEC – NTE 40 HOURS – A2310.167.052

Joanne Jordan

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi,

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Special Education met on February 16 and March 16, 23, 24 and April 3, 4, 6, 24, 25, 26, 27, 28 and May 1, 4, 9, 10, 2017 for the annual review of special education students and March 3, 23, 24 and April 3, 4, 24, 25, 26, 27, 28 and May 1, 2, 3, 5, 8, 9, 10, 11 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations [\(BoardDocs, see "Meetings", 2017, 05/17/17, 4, 4.08\)](#) made by the Committee on Special Education for the 2016-2017 and 2017-2018 school year.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Bishop Dobbs moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on April 25, 27, and May 2, 9, 11, 2017 to review and initiate the placement of preschool students with disabilities and on April 25, 26, and May 2, 3, 4, 9, 2017 for the Annual Review of Preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (cont'd.)

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 05/17/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 and 2017-2018 school years.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1	Jon Gatto The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop (Developing and Using a Moral Compass)	\$300	April 24, 26, 2017	Karen Waugaman	Maria Massaro 4/27/17 Mark Laurie 4/27/17
2	Jon Gatto The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop (Understanding the 9 Basic Human Psychological Needs)	\$150	May 10, 2017	Karen Waugaman	Maria Massaro 4/27/17 Mark Laurie 4/27/17
3	Jon Gatto The Spotlight Group 6076 Strauss Road Lockport, NY 14094	Workshop (Understanding Prescription Drug Abuse)	\$150	May 15, 2017	Karen Waugaman	Maria Massaro 4/27/17 Mark Laurie 4/27/17
4	Reverend Gene Coplin Project L.E.E Inc. PO Box 392 Buffalo, NY 14205	Seminar	\$2,250	May 2017-June 2017	Rocco Merino	Maria Massaro 5/3/17 Mark Laurie 5/3/17
5	Anthony Surace/NFMMC Summit Healthplex 6932 Williams Road Niagara Falls, NY 14304	Course	\$1,620	May 23 – June 1, 2017	Stan Wojton	Maria Massaro 5/3/17 Mark Laurie 5/3/17
6	Christina Bleckinger 15 Evermay Lane Williamsville, NY 14221	Presentation (School Wellness Awareness Project)	\$3,050	May 18, June 9, and June 15, 2017	Stan Wojton	Maria Massaro 5/16/17 Mark Laurie 5/16/17

6. Unfinished Business

None

7. NEW BUSINESS

7.01 APPROVAL OF A CONTRACT FOR SERVICES WITH THE EVANS-BRANT LAKE SHORE CENTRAL SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR

Mr. Restaino moved for approval of the following resolution.
Bishop Dobbs seconded the motion.

WHEREAS, The District's Committee on Special Education has determined that the available current district programs are not appropriate for the unique educational needs of some special education students; and

WHEREAS, The Committee on Special Education has determined that other specific school districts may offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Contract with the Evans-Brant Lake Shore Central School District a copy of which is attached for the period commencing May 1, 2017 and ending August 31, 2017; and be it further

RESOLVED, That the Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate, and be it further

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of May, 2017, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, 14304 party of the first part, herein called the School District, and Evans-Brant Lake Shore Central School District, 959 Beach Road, Angola, NY14006, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

7.01 APPROVAL OF A CONTRACT FOR SERVICES WITH THE EVANS-BRANT LAKE SHORE CENTRAL SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR (cont'd.)

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2016-2017 school year, commencing on or about September 1, 2016, and ending on or about June 30, 2017 the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such children in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.
2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:
 - 2-A .Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate
 - 2-B .Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.
3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:
 - Home Instruction \$47.75 per hourfor the education and instruction of the children so assigned to and enrolled at the School for the entire 2016-2017 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

7.01 APPROVAL OF A CONTRACT FOR SERVICES WITH THE EVANS-BRANT LAKE SHORE CENTRAL SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR (cont'd.)

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2017, continue to provide home instruction. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This agreement shall commence May 1, 2017 and terminate August 31, 2017. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Evans-Brant Lake Shore Central School District of its intention to terminate. Immediate termination of the contract by the Evans-Brant Lake Shore Central School District is allowed if

6-A. The child's behavior constitutes a threat to the personal safety and well-being of the home instructor.

7. This agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(SEAL)

Attest:

Clerk
(SEAL)

Attest:

Clerk

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

By: _____

Board of Education President

By: _____

Evans-Brant Lake Shore Central School District

STATE OF NEW YORK)

)ss

COUNTY OF)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

7.01 APPROVAL OF A CONTRACT FOR SERVICES WITH THE EVANS-BRANT LAKE SHORE CENTRAL SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi,

Nays: None

Carried

7.02 APPROVAL OF ENROLLMENT PROJECTIONS FOR 2017-2018

Bishop Dobbs moved for approval of the following resolution.
Mr. Restaino seconded the motion.

WHEREAS, It is necessary that the Board of Education each year approve the enrollment projections for the next school year; and

WHEREAS, The projections are used as a basis for interpreting staff needs, supply items expenditures, evaluating racial balance, developing the school capacity report, and for studying the feasibility of adjusting facilities to future needs; therefore be it

RESOLVED, That the Board of Education approve the enrollment projections for 2017-2018 as listed below:

Grade	Without "500" Students ¹	With "500" Students ²
Universal Pre-K	340	340
Kindergarten	520	546
Grade 1	505	531
Grade 2	539	555
Grade 3	554	577
Grade 4	545	561
Grade 5	527	551
Grade 6	494	511
Grade 7	443	503
Grade 8	447	497
Grade 9	480	516
Grade 10	512	561
Grade 11	522	533
Grade 12	464	489
Special Education	230	277
Total Projected Enrollment	7,122	7,546

7.02 APPROVAL OF ENROLLMENT PROJECTIONS FOR 2017-2018 (cont'd.)

- ¹ Registered students in the NFCSD (no "500" codes or charter school students)
² Projected 2017-18 students in "NFCSD classrooms including 500 codes and Charter School students

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi,

Nays: None

Carried

7.03 APPROVAL OF 2016-2017 REVISED HEALTH SERVICE FEES FOR NON-RESIDENT PRIVATE AND PAROCHIAL SCHOOL STUDENTS

Mr. Restaino moved for approval of the following resolution. Mr. Vilardo seconded the motion.

WHEREAS, Health service fees are annually established by the school district so that proper charges may be made to districts of residence for non-resident private and parochial school students requiring the provision of these services by this school district pursuant to Section 912 of the New York State Education Law; and

WHEREAS, Based on expenses of \$3,239,062.93 for 2016-2017 and public school enrollment of 7,082 and a parochial school enrollment of 298 as of October 7, 2016, the per pupil cost amounts to \$438.90 therefore, be it.

RESOLVED, That the 2016-2017 health service fee for non-resident private and parochial school students be established at the rate of \$438.90 therefore, be it.

RESOLVED, That the attached contract be approved to be used when billing each school district.

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate ____ day of _____, 20____ by and between the Board of Education of _____ as trustee(s) of _____, Country of _____ of _____, N.Y., party of the first part, and the Board of Education of the Niagara Falls School District as trustee of the Niagara Falls School District, County of Niagara, N.Y., party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending non-public schools in the Niagara Falls School District, County of the Niagara, N.Y., to begin _____, 20____ and to end June 30th, 2017.

7.03 APPROVAL OF 2016-2017 REVISED HEALTH SERVICE FEES FOR NON-RESIDENT PRIVATE AND PAROCHIAL SCHOOL STUDENTS (cont'd.)

Now, therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$_____ for health and welfare services to be provided under Section 912 of the Education Law for approximately_____ children residing in the District of _____ County Of _____ N.Y., and attending non-public schools in the Niagara Falls School District, County of Niagara, N.Y.

And the party of the second part agrees with the part of the first part as follows:

1. That the Health and Welfare Services provided under Section 912 shall consist of the following:

Physician Services
Nurse Services
School Psychologist Services
School Social Work Services
School Speech and Hearing Services

Such services may include, but not limited to all services performed by a physician, nurse, school psychologist, school social worker or school speech therapist, and may also include vision and hearing test, taking of medical histories, and the administration of health screening test, and maintenance of cumulative health records and the administration of emergency care programs for all or included pupils.

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

Supplies and equipment for use by physician, school nurse, psychologist, social worker and speech therapist (i.e. scales, vision and hearing testing devices, health record forms, first aid supplies, an all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (District) Superintendent of Schools

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

Date

Superintendent of Schools

Party of the Second Part:

Date

Superintendent of Schools
Niagara Falls School District

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi,

Nays: None

Carried

7.04 APPROVAL OF PAYMENT NO. 1 TO QUACKENBUSH CO., INC. FOR HVAC CONSTRUCTION WORK, CONTRACT #103, FOR THE INDOOR POOL DEHUMIDIFICATION REPLACEMENT CAPITAL PROJECT

Mr. Paretto moved for approval of the following resolution. Mr. Bass seconded the motion.

WHEREAS, The Board of Education executed a Contract dated October 20th, 2016, with Quackenbush Co., Inc. for HVAC construction work on the Indoor Pool Dehumidification Capital Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G702, Application and Certificate for Payment; and

WHEREAS, In order that an official record of expenditures for Capital Projects be maintained, all invoices pertaining to the Capital Project must be approved by the Board, upon approval of the Application and recommendation for payment by the Architect, and Administrator for School Business Services; and

WHEREAS, Quackenbush Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$206,000.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Cannon Design, and Joseph Giarrizzo, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$206,000.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$206,000.00 to Quackenbush Co., Inc., 495 Kennedy Road, Buffalo, New York 14227 in accordance with the Application and Certificate for Payment #1; and further

RESOLVED, That the appropriation be expended from the Capital Fund and submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi,

Nays: None

Carried

8. REVIEW OF THE PROPOSED POLICY(IES)

None.

9. REPORTS AND COMMENTS

To follow after Advanced Planning.

10. ADVANCED PLANNING

10.01 Future Agenda Items

Future agenda items were noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS (cont'd.)



Mr. Mark Laurie
May 17, 2017

Mr. Laurie thanked the 77.4 community for support of the budget. The turnout is never what we hope it is to be. The percentage rate makes a very nice statement about where we are with the District. I thank NFT for supporting the budget and for getting people out to vote as well as all the community members. We need to put a NYSSBA resolution to reverse the tax cap and to continue to work with our State legislature and Senator. In closing, thank you to all that supported the budget. To Mr. Cancemi, I say congratulations on being elected to a five-year term. Also congratulations to Mrs. Tracy Vincent – she has the best interest of the children at heart and I appreciate that she put her name in the hat. She will continue to be involved. \$13,000 in scholarships from Kiwanis. National Grid – making houses with solar panels. Think about GPS students today – day 1 of a three day trip to Washington. D.C. 94 students with 6 chaperones. Please mark your calendars for June 2nd – the playground at 79th Street ribbon cutting ceremony. Thank Senator Ortt for dormitory money. Once this gets in the ground, Earl will prepare an application to get one at Cataract. The Kalfas roof is well underway. Wellness Fair from 2:30-6:00 p.m. - Maria and Alicia worked tirelessly on this. Maria aid please come! Thank you to Maria and Alicia for retirees and activities. Title I audit tomorrow. Saturday at 9:00 a.m., we will host a very large chess tournament. This is growing in great popularity. Community group to use our schools and teach our kids.

I have two things for your consideration. I would like to move the June 8th Board meeting to June 15th.

I would like to award the Golden Apple in June or July.

COMMENTS BY BOARD MEMBERS

Mr. Bass: Congratulations on your victory. And also salute to Tracy on a well-run campaign. Thank you to support staff. I really enjoyed the Fine Arts Festival and seeing all the engaging students and their families. Tap into creativity. In the process of reviewing the song submissions. This is what makes our District better.

Mr. Paretto: Congratulations Mr. Cancemi on your victory and to the staff and award winners and young man with scholarship. It's good to see stuff like that happen. Good to see excellent people whether it be an employee or student.

Mr. Vilardo: I attended the Hewitt Award Dinner at Antonio's. One of our female student athlete scholars - Allison Huber. It's very rewarding to see the caliber of students from across the area... the cream of the crop. Excellent students, good character kids. I'm very proud of our school and district.

Mr. Petrozzi: Congratulations to Mr. Cancemi and staff on the budget - it was a good night.

Bishop Dobbs: Congratulations Mr. Cancemi and Mr. Paretto.

Mr. Restaino: Congratulations Mr. Cancemi and all the folks that received awards and student scholarship. I thank the groups who got the message out to the community to bring the budget vote home.

Mr. Cancemi: Thanks to all for your support. One page budget and understandable – great. The negativity of the people what we're building. Not knowing what we're accomplishing. They don't know about the PreK program. It's time we speak up. Our students are achieving like crazy. Music festival. Big trophy's. This helps us make this thing happen. With your help and leadership Mark, we should make this happen. Mark this is a good challenge to take on. Two things 1) arrange a meeting with the new publisher at the Gazette and 2) don't think the way to publicize a program is by getting more articles in paper. I think it's time we open up our community education center offerings. Find a way to make these self-sustained. It gives value to 72% of people that don't have kids in school a way to find out what we're doing.

Mrs. Glaser: I send all the stuff to the Gazette and Buffalo News. I agree social media is far more effective. We have a policy that I can't put our students on Facebook or social media without written consent every time.

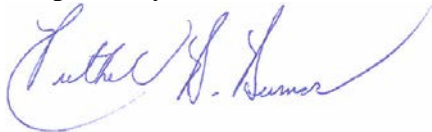
Mr. Paretto: Use electronic boards better than we are using now.

ADJOURNMENT

The Regular meeting was adjourned at 8:10 p.m. on the motion made by Mr. Restaino, seconded by Bishop Dobbs in memory of the following; all were in favor.

*Mr. Arthur "Bud" Jocoy, father of Board Member Arthur Jocoy, Jr., and Aaron Jocoy
(District-Wide Art Teacher)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a large, sweeping flourish at the end.

Ruthel D. Dumas, District Clerk, rdd

Patricia Felton, Clerk Pro-Tem and Note Taker

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MAY 2017 MEETINGS - MINUTES

DATE: May 17, 2017

KIND OF MEETING: Statutory

PLACE: Administration Central Office Executive Board Room, 630
66th Street, Niagara Falls, NY

CALL TO ORDER: The Statutory Meeting was called to order by President
Vincent Cancemi at **8:05** p.m.

MEMBERS PRESENT: Mr. Bass, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Barstys and Mr. Jocoy (*both excused*)

PURPOSE OF STATUTORY MEETING

Board President Cancemi explained that in accordance with Section 2610 of the Education Law, this Statutory Meeting is being held to examine and tabulate the statements of the result of the election/budget vote in the several school election districts, and to officially declare the results of the canvass.

District Clerk Ruthel Dumas submitted the tabulation of the results of the election/budget vote.

**4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/
BUDGET VOTE RESULTS**

Mr. Restaino moved for approval of the following resolution. Bishop Dobbs seconded the motion.

WHEREAS, The Annual School Election/Budget Vote was held on *Tuesday, May 16, 2017*; and

WHEREAS, The Board of Education is required by New York State Education Law (Section 2610) to meet for the purpose of examining and declaring the results of such election; and

WHEREAS, A tabulation of the results as contained in the Statement of Canvass was filed with the Clerk of the Board of Education on *May 16, 2017*, has been examined by this Board; and

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

WHEREAS, The District has been informed by the Board of Elections that the machine's memory card for each voting machine has been read and the results of the machines are correct and with the affidavit(s) and absentee ballots equal the following totals; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the results of the Annual School Election/Budget Vote held in said City on the 16th day of May in the year *two thousand and seventeen*; namely:

That the number of votes tabulated pursuant to the recanvass conducted this date (May 17, 2017) resulted in the following candidates and proposition receiving the votes listed:

Vincent James Cancemi	873
Tracy Vincent	449
Herbert L. Lewis	195
Write-Ins	3

and,

RESOLVED, That the Board of Education of the School District of the City of Niagara Falls, in the County of Niagara and the State of New York, hereby certify that the following is a correct statement of the result of the Annual School Election/Budget Vote held in said City on the 16th day of May in the year *two thousand and seventeen*; on **Proposition Number One**:

"Shall the Board of Education of the City School District of the City of Niagara Falls be authorized to expend the sums set forth in the proposed 2017-2018 budget in the total amount of **\$140,921,509** and to levy the necessary tax?"

The whole number of votes given for **Proposition No. 1** was **1,504** of which

Yes	Received	1,166
No	Received	338

and, be it

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, ***Vincent James Cancemi***, the one candidate who received the largest number of votes, will be entitled to serve a five-year term of office beginning on July 1, 2017, be it;

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

FURTHER RESOLVED, That in accordance with Section 2610 of the Education Law, that **Proposition No. 1** - General Budget, receiving 77.5 percent of the votes cast in the affirmative being greater than the super majority be declared *adopted*.

The vote on the motion was as follows:

Ayes: Mr. Bass, Bishop Dobbs, Mr. Paretto,
Mr. Petrozzi, Mr. Restaino, Mr. Vilardo,
and Mr. Cancemi

Nays: None

Carried

SUPERINTENDENT'S REPORT

Mr. Laurrie: The vote was smooth, uneventful, well taking care of, like a well-oiled machine when Ruthel is at the helm. This is a credit to your skill, your organization, incorporating things we've learned from last year.

4.01 ADOPTION OF RESOLUTION CERTIFYING THE SCHOOL ELECTION/ BUDGET VOTE RESULTS (cont'd.)

POLLING SITE	TRACY VINCENT	ABS BAL	VINCENT JAMES CANCEMI	ABS BAL	HERBERT L. LEWIS	ABS BAL	Budget Prop #1	YES	ABS BAL	NO	ABS BAL	AFFIDAVIT VOTERS	WRITE INS	ABSENTEE VOTERS 2017	VOTERS 2017
TOTAL	413	36	789	84	174	21		1089	77	279	59	1	3	145	1414
TOTAL COMBINED	449		873		195			1166		338					1560
BOE Admin Bldg	15	1	23	1	6	3		33	2	11	3	0	0	5	45
SJ DeLaSalle	38	4	90	4	16	0		123	4	25	5	0	0	9	151
Grace Lutheran	33	4	42	5	5	5		67	8	16	6	0	0	15	84
LaSalle Sr. Ctr.	21	3	30	0	2	1		42	0	13	4	0	2	4	55
GJ Mann	24	4	65	7	4	0		80	6	15	5	0	1	11	97
79th Street	9	2	40	2	10	0		47	2	10	2	0	0	5	59
CEC	4	0	15	0	1	0		15	0	4	0	0	0	0	21
St. John AME	15	0	11	1	16	1		32	2	4	0	0	0	2	42
VFW Pt. 917	14	1	22	4	5	1		27	3	13	1	0	0	6	42
Wrobel	16	1	15	1	5	2		29	3	6	0	0	0	4	36
NF Pub. Library	12	0	12	2	6	1		22	0	4	3	0	0	3	31
NACC	16	3	29	4	10	1		35	5	15	3	1	0	8	56
St Raphael Ctr.	77	5	175	9	36	0		254	10	38	4	0	0	14	295
Spallino	13	1	28	1	7	1		33	2	13	1	0	0	3	48
John Duke Ctr.	18	0	50	6	3	0		52	2	19	3	0	0	6	71
Hyde Park	15	0	22	4	9	0		36	4	9	0	0	0	5	48
Gaskill Prep	14	2	40	5	2	1		40	1	16	7	0	0	8	57
CColumbo	22	0	30	15	12	3		44	11	17	6	0	0	18	66
City Hall	9	1	11	7	7	1		21	7	6	1	0	0	9	28
Niagara Street	11	3	23	3	5	0		28	2	11	4	0	0	6	39
Packard Ct.	6	0	11	0	4	0		16	0	6	0	0	0	0	22
LaSalle Prep	11	1	5	3	3	0		13	3	8	1	0	0	4	21
TOTAL	413	36	789	84	174	21		1089	77	279	59	1	3	145	1414
TOTAL COMBINED	449		873		195			1166		338					1560
Affidavit Voters Included: Verified registration with Board of Elections 5/16/2017															
Write Ins:						ED 12 NACC 1									

ADJOURNMENT

Mr. Restaino motioned to adjourn the meeting at 8:10 p.m.; Bishop Dobbs seconded the motion. No objections; all in favor.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ruthel D. Dumas", with a stylized flourish extending from the end.

Ruthel D. Dumas, District Clerk

Patty Felton, Clerk Pro-Tem

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

JUNE 2017 MEETINGS - MINUTES

DATE: June 15, 2017

KIND OF MEETING: BRS (Board Review Session)

PLACE: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

CALL TO ORDER: The meeting was called to order at 5:30 p.m.

MEMBERS PRESENT: Mr. Barstys, Bishop Dobbs, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Bass and Mr. Jocoy (*both excused*)

BRS TOPICS OF DISCUSSION:

As part of the BRS, the '2017 Tenure Teacher Reception was held at 5:00 p.m.

Special Presentations - "2017 Tenure/Permanent Status Recipients"

The following individuals successfully completed their probationary period, and therefore, will be recommended for tenure via the Personnel Report. In appreciation of their efforts and accomplishments, a reception was held during the BRS Work Session.

Tenure Recipients



NFT

Name

Christina Asklar
Caroline Buchman
Lisa Carruthers
Allen Cowart
Rocco Merino

Area

Teaching Assistant
Level 5 Administrator
Special Education
Special Education
Level 3 Administrator

BRS TOPICS OF DISCUSSION: (cont'd.)

The following topics were presented and discussed *(notes of the work session are available ...Boarddocs Library/General):*

- Agenda Review – June 25th Regular Board Meeting – ***Mr. Laurie/Mrs. Dumas/Ms. Massaro***
- Review of July 6th Reorganization/Regular Board Meeting Agenda Items - ***Mr. Laurie/Mrs. Dumas***
- Superintendent's Reports

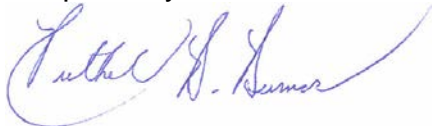
EXECUTIVE SESSION

At 6:53 p.m. a motion was made by Mr. Paretto to enter into Executive Session to discuss contract and personnel actions that may result in the promotion of an individual. Mr. Cancemi seconded the motion, all were in favor,

ADJOURNMENT

Executive Session was adjourned and the Board Review Session was reconvened and adjourned at 9:00 p.m. on the motion made by Mr. Restaino, seconded by Mr. Paretto; all were in favor.

Respectfully submitted,



Ruthel D. Dumas, District Clerk

Linda Hohmann, Note Taker

This meeting was not tape-recorded

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

JUNE 2017 MEETINGS - MINUTES

DATE: June 22, 2017

KIND OF MEETING: Regular

LOCATION: Administration Central Office Board Room/Executive Board Room, 630 66th Street, Niagara Falls, NY

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

CALL TO ORDER: The Regular Meeting was called to order at 7:08 p.m. by President Vincent Cancemi.

MEMBERS PRESENT: Mr. Barstys, Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

MEMBERS ABSENT: Mr. Bass, Bishop Dobbs, and Mr. Jocoy (*all excused*)

ARS TOPICS OF DISCUSSION:

The following topics were presented and discussed (*notes of the work session are available ...Boarddocs Library/General*):

- Graduation – *Mr. Bradley*
- Board Retreat Topics/Dates – *Mr. Laurrie/Board*
- Proposed NYSSBA Resolutions - *Mr. Laurrie/Mr. Massaro*
- Review of July 6th Reorganization/Regular Board Meeting Agenda Items - *Mr. Laurrie/Mrs. Dumas*
- Agenda Review – June 25th Regular Board Meeting – *Mr. Laurrie/Mrs. Dumas/Ms. Massaro*

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff

NYSSBA's School Board Appreciation Week

On behalf of NYSBBA's (New York State School Board Association), Mr. Laurrie recognized the Board members. These gentlemen volunteer countless hours and their salary rises every year from zero to zero. They are out in the community, and being responsive to the needs of the community that elected

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff (cont'd.)

NYSSBA's School Board Appreciation Week (cont'd.)

them to the position. This can be a thankless job at times. I'd like to recognize them by simply saying thank you. Two students from Harry F. Abate, Kaelyn Walter and Max Barto presented each Board member with a written letter of thanks from the student body. They presented flowers for Board members to take home to their wife or significant other, as a thank you to their families for allowing them to come and spend every Thursday and a lot more... *on behalf of all of us from Max and Kaelyn, we say thank you.*

Kaelyn and Max are both in 6th grade at Harry Abate. Mr. Laurrie thanked their parents for making them part of our school district.

District Retirees

Mr. Laurrie stated that tomorrow is the last day of work for a number of our District staff and the very last day for our retirees. He thanked everyone and particularly to the retirees for their long and prosperous years of hard work. *We express our sincere appreciation for your dedication to education. As you begin your new adventure, retirement, know that you have played an important role in all of the lives you have touched. Thank you for believing in our students, striving to bring out the best in each of them, inspiring with passion, and leaving an indelible mark on the future. You have truly made a difference. Enjoy your new adventures. May they fill your life with happiness, contentment, joy, and love. You have certainly earned it.* **A certificate of appreciation was presented to each retiree.**

GOALS Leadership Academy Class

Mr. Laurrie stated that one of our District goals was to establish a leadership class to help foster leaders in our own District from all of our units and all of our divisions. This year's class was made up of great, strong people. Mr. Laurrie turned the presentation over to Ms. Massaro, who created the course ideas and did all of the work.

Ms. Massaro said to look to future leaders to see the leader you picked. We talked about the type of leaders that we need for our students in our District. We try to create a practice of leadership. This is what we did with our GOALS (Growing Our Administrators/Leaders Seminar) program.

Mrs. Annie Carr spoke on behalf of the class that she really appreciated the program and said a few words of appreciation to Ms. Massaro, and especially to the leader we have in Mr. Laurrie.

Golden Apple Award

Mr. Laurrie said the Board has always bestowed their highest and most significant honor – The Golden Apple – to school partners or parents. We have one of the most extraordinary parents that I've ever met – Mrs. Rebecca

ORAL COMMUNICATIONS – Special Presentations and Recognition of Outstanding Staff (cont'd.)

Golden Apple Award (cont'd.)

Hedgepeth. She has only been with us for five years, and has five children that attend the Niagara Falls City School District – two at NFHS, one at Abate, and two at Niagara Street. Mrs. Hedgepeth does so much for our school district. When we need a parent member on a committee – the first person we call is Mrs. Hedgepeth. She comes in and reads, questions, asks, and participates fully, and encourages other parents to participate. On Teacher Appreciation Day, she single handedly provided teacher appreciation gifts to the teachers at NFHS, Abate, and Niagara Street. She does it with directness, professionalism, and compassion, and not for recognition, but because it will make the school district better. Members of the Board, I can't think of a parent member more deserving. Thank you for all you've done and continue to advocate for all the children and teachers, and staff in our District.

ORAL COMMUNICATIONS – PUBLIC COMMENT

None.

WRITTEN COMMUNICATIONS

None.

ROUTINE MATTERS

MINUTES

None.

BUDGET TRANSFER #11

Mr. Restaino moved for approval of the following resolution on Approval of Budget Transfer #11. Mr. Petrozzi seconded the motion.

WHEREAS, §170.2 of the Commissioner's Regulations authorized the Niagara Falls Board of Education to make transfers within its General Fund Budget; therefore be it

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$298,340.32 among the following fund, function, object, and location codes:

General Fund:	\$ 286,860.54
Special Aid Fund:	\$ 11,479.78

The motion was approved unanimously by those present.

BID #4 – ELECTRICAL SUPPLIES

Mr. Restaino moved for approval of the following resolution on Approval of Bid #4 – Electrical Supplies. Mr. Barstys seconded the motion.

WHEREAS, Funds were appropriated for Electrical Supplies in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No. 4 - Electrical Supplies; and

WHEREAS, Legal notice was published May 3, 2017, and bid documents were mailed to or secured by seven potential bidders; and

WHEREAS, Bids were publicly opened and read on May 30, 2017 and one properly executed bid was received; and

WHEREAS, Bid was analyzed by Mr. Joseph Giarrizzo, Administrator for School Business Services, and Mr. Earl Smeal, Purchasing Agent; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, New York, award this contract, as a whole to the lowest responsible bidder in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>
4A	City Electric	80	<u>\$20,389.84</u>
	Release to Open Market	<u>1</u>	
	TOTAL	81	\$20,389.84

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

TREASURER'S REPORT

The Treasurer's Report for April and May 2017 were received and filed.

BUDGET STATUS REPORT

The Budget Status Report for June 2017 was received and filed.

PERSONNEL REPORT--CERTIFICATED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Certificated Staff, Items I through XXIV. Mr. Barstys seconded the motion.

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
7	Psychologists NFHS NFHS 79 th (.8) / LPS (.2) GPS (.8) / Mann (.2) NSS (.8) / Maple (.2) Hyde Park (.5) / Cataract (.5)	\$92,383 Step 17-70M A2820.133.045 \$61,976 Step 10-80M A2820.133.045 \$51,020 Step 3-60M A2820.133.065 (.8) / A2820.133.050 (.2) \$103,175 Step 17-90MMD F2250.133.049.0717(.8)/F2250.133.067.0717(.2) \$94,122 Step 17-90M A2820.133.061 (.8) A2820.133.060 (.2) \$98,434 Step 17-90MM F2250.133.058.0717 (.5)/F2250.133.057.0717 (.5)	July 1, 2017
1	Teacher Grade 4 Niagara Street	\$48,116 Step 2-30M A2101.120.061	July 1, 2017
2	Teacher Grade 5 Abate Hyde Park	\$50,188 Step 3-50M A2101.120.056 \$63,980 Step 11-90M A2101.120.058	July 1, 2017
3	Teacher Grade 6 79 th Street Cataract Mann	\$54,705 Step 8-30M A2101.120.065 \$51,005 Step 4-50M A2101.120.057 \$65,152 Step 12-90M A2101.120.067	July 1, 2017
6	Teacher Special Education Cataract (.5) / 79th Street (.5) Maple (.5) / Mann (.5) Kalfas Mann Maple GPS (.5) / CEC (.5)	\$56,593 Step 2-80MM A2250.133.057 (.5) A2250.133.065 (.5) \$55,878 Step 7-70M A2250.133.060 (.5) A2250.133.067 (.5) \$49,788 Step 2-50M	July 1, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

I. ABOLISHMENTS (cont'd.)

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
6		A2250.133.067 \$52,682 Step 3-80M A2250.133.067 \$74,948 Step 13-90MMM A2250.133.060 \$49,788 Step 2-50M A2250.133.049 (.5) A2250.133.052 (.5)	July 1, 2017
7	Teacher Speech 79 th (.8) / NSS (.2) NFHS (.6) / LPS (.4) Kalfas Hyde Park (.6 / Hyde Park (.4) Mann (.6) / Abate (.4) Cataract (.6) / UDO (.4) Cataract (.8) / NSS (.2)	\$64,002 Step 8-90MM A2256.133.065 (.8) / A2256.133.061 (.2) \$94,122 Step 17-90M A2256.133.045 (.6) / A2256.133.050 (.4) \$65,948 Step 9-90MM A2256.133.059 \$98,434 Step 17-90MM A2256.133.058 (.6) / A2256.133.049 (.4) \$53,008 Step 5-60M A2256.133.067 (.6) / A2256.133.056 (.4) \$73,683 Step 15-90MM A2256.133.057 (.6) / A2256.133.098 (.4) \$94,122 Step 17-90M A2256.133.057 (.8) / A2256.133.061 (.2)	
2	Teacher Home and Careers LPS GPS	\$92,383 Step 17-70MM A2123.130.050 \$94,122 Step 17-90M A2123.130.049	July 1, 2017
4	Teaching Assistants Cataract Abate (.5) / Mann (.5) Niagara Street LPS (.5) / Cataract (.5)	\$31,801 F2103.143.057.0117 \$31,801 A2257.143.056 (.5)/A2257.143.067 (.5) \$31,801 A2257.143.061 \$31,801 F2250.143.050.0717 .5)/F2103.143.057.0117 (.5)	July 1, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
5	Teacher Special Education 79 th Street Abate (.5) / Mann (.5) Cataract Cataract Hyde Park	\$79,295 Step 14-90MMM A2250.133.065 \$54,426 Step 4-80M A2250.133.056 (.5) / A2250.133.067 (.5) \$59,039 Step 8-70M A2250.133.057 \$57,951 Step 3-80MM A2250.133.057 \$51,055 Step 3-50M A2250.133.058	June 30, 2017
7	Psychologists NFHS (.8) / Mann (.2) NFHS (.8) / Maple (.2) 79 th (.6) / Hyde Park (.4) Cataract (.7) Kalfas (.3) GPS (.5) / LPS (.5) Niagara Street Abate	\$112,122 Step 17-90MMD A2820.133.045 (.8) / F2250.133.067.0718 (.2) \$103,047 Step 17-70M A2820.133.045 (.8) / A2820.133.060 (.2) \$61,770 Step 4-60M A2820.133.065 (.6) / A2820.133.058 (.4) \$109,084 Step 17-90MM F2250.133.057.0718 (.7)/F2250.133.059.0718 (.3) \$104,818 17-90M A2820.133.049 (.5) / A2820.133.050 (.5) \$104,818 Step 17-90M A2820.133.061 \$73,286 Step 11-80M A2820.133.056	June 30, 2017
2	Teacher Grade 4 Abate Mann	\$51,888 4-50M A2101.120.056 \$57,483 Step 13-90M A2101.120.067	June 30, 2017
1	Teacher Grade 5 79th Street	\$57,634 Step 9-30M A2101.120.067	June 30, 2017
2	Teacher Grade 6 Abate Hyde Park	\$49,366 Step 3-30M A2101.120.056 \$49,366 Step 3-30M A2101.120.058	June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

II. CREATIONS (Continued)

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
7	Teacher Speech Cataract (2) Hyde Park (.8) / GPS (.2) Niagara Street Kalfas (.8) / LPS (.2) Mann (.6) / NFHS (.4) 79 th Street	\$95,782 Step 17-90M A2256.133.057 \$76,134 Step 16-90MM A2256.133.057 \$100,137 Step 17-90MM A2256.133.058 (.8) / A2256.133.049 (.2) \$55,122 Step 6-60M A2256.133.061 \$68,258 Step 10-90MM A2256.133.059 (.8) / A2256.133.050 (.2) \$95,782 Step 17-90M A2256.133.067 (.6) / A2256.133.045 (.4) \$65,085 Step 8-90MM A2256.133.065	June 30, 2017
2	Teacher Home and Careers LPS GPS	\$95,7892 Step 17-90M A2123.130.050 \$53,081 Step 5-50M A2123.130.049	June 30, 2017
4	Teaching Assistants 79th Street (2) Cataract (.5) / CEC (.5) NFHS	\$32,873 F2103.143.065.0117 \$32,873 F2103.143.065.0117 \$32,873 F2103.143.057.0118 (.5) / A2310.143.052 (5) \$32,873 A2257.143.045	June 30, 2017

III. RETIREMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Francine Arnold	Teacher Kindergarten Hyde Park	26 years 3 months	June 30, 2017
Bruce Brundidge	School Counselor NFHS	33 years 3 months	June 30, 2017
Carol Joseph	Teacher Home and Careers LPS	30 years	June 30, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IV. RESIGNATIONS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Christina Carducci	Teaching Assistant 79 th Street	7 years	May 26, 2017
Amy Kilmer	Teacher Math NFHS	14 years	June 30, 2017

V. PROBATIONARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Ashley Andreana <u>R</u>	Teacher Grade 2 Niagara Street	\$51,043 Step 4-40M A2101.120.061	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Raquela Aversa <u>R</u>	Teacher Kindergarten Niagara Street	\$52,237 Step 5-40M A2110.110.061	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Ashley Biro <u>R</u>	Teaching Assistant Niagara Street	\$32,373 A2257.143.061	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Goldie Burton <u>R</u>	Pupil Service Assistant 12 Mos. NFHS	\$43,602 Step 5 A2810.147.045	July 1, 2017 (probationary period anticipated end date June 30, 2021)
Mallory Davis <u>R</u>	Teaching Assistant Abate	\$32,373 F2250.143.056.0718	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Jessica Fortunate <u>R</u>	Teaching Assistant Niagara Street	\$32,373 F2103.143.061.0118	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Jessica Fronczak <u>R</u>	Teacher Grade 4 Niagara Street	\$50,196 Step 4-30M A2101.120.061	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Tessa Gillis <u>R</u>	Teaching Assistant Abate	\$32,373 F2103.143.056.0118	Sept 1, 2017(probationary period anticipated end date June 30, 2021)
Geraldine Koch <u>R</u>	Teacher Grade 6 Kalfas	\$50,211 Step 3-40M A2100.120.059	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
Deanna Matsulavage <u>R</u>	Teacher Math NFHS	\$56,501 Step 8-40M A2126.130.045	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

V.	<u>PROBATIONARY APPOINTMENTS (Continued)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
	Courtney McCreary <u>R</u>	Pupil Service Assistant 12 Mos. Cataract	\$38,164 Step 2 A2810.147.057	July 1, 2017 (probationary period anticipated end date June 30, 2021)
	Colleen Pascuzzi <u>R</u>	Teacher Social Studies NFHS	\$58,471 Step 9-40M A2128.130.045	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
	Rachelle Showers <u>R</u>	Teacher Kindergarten Kalfas	\$49,804 Step 2-40M A2110.110.059	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
VI.	James Stypa <u>S</u>	Teacher Physical Education Abate	\$57,346 Step 8-50M A2164.120.056	Sept 1, 2017 (probationary period anticipated end date June 30, 2021)
	<u>REGULAR SUBSTITUTES (60-DAY CONVERSIONS)</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	Cecelia Byrne	Teacher Science (.5) CEC	\$24,278 Step 1-40M (pro-rated) A2127.130.052 (.5)	Jan 3, 2017 – NTE June 30, 2017(converted on 5/04/17)
	Janyl Drozek	Teacher Grade 1 Kalfas (Maria D'Antonoli)	\$48,116 Step 2-30M (pro-rated) A2103.149.097	Feb 17, 2017 – NTE June 30, 2017 (converted on 5/30/17)
VII.	Nicole Ennett	Teacher Social Studies NFHS (Kenneth Wagner)	\$47,726 Step 1-30M (pro-rated) A2103.149.097	March 13, 2017 – NTE June 30, 2017 (converted on 6/19/17)
	<u>REGULAR SUBSTITUTES</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
	James Belin-Irving <u>R</u>	Teacher Science NFHS (Edwin Maynard)	\$45,342 Step 5-10 A2127.130.045	July 1, 2017 – June 30, 2018
	Patricia Boisclair <u>R</u>	Teacher Science CEC (Ronni McGrath)	\$53,430 Step 6-40M A2127.130.052	July 1, 2017 – June 30, 2018
	Brandie Brown <u>R</u>	Teacher English CEC (Eileen Burkett)	\$54,275 Step 6-50M A2125.130.052	July 1, 2017 – June 30, 2018
	Danielle Brown <u>R</u>	Teacher Grade 4 Abate (Samuel Fruscione)	\$51,888 Step 4-50M A2101.120.056	July 1, 2017 – June 30, 2018
	Martin Campbell <u>R</u>	Teacher Business NFHS (Marc Catanzaro)	\$74,940 Step 14-90MM A2120.130.045	July 1, 2017 – June 30, 2018

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Jennifer Clyde <u>R</u>	Teacher Grade 2 Kalfas (Janine Bellonte)	\$49,366 Step 3-30M A2100.120.059	July 1, 2017 – June 30, 2018
Martin DeRosa <u>S</u>	Teacher Physical Education Kalfas (.5)/CES (.3)/HP (.2) (Nicholas Ruffolo)	\$54,312 Step 7-40M A2164.120.059 (.5) A2164.120.057 (.3) A2164.120.058 (.2)	July 1, 2017 – June 30, 2018
Kathleen DiLaura <u>S</u>	Teacher Speech 79 th Street School (Rakhi Kohli)	\$25,105.50 Step 3-40M A2256.133.065 (1 st Semester Only)	July 1, 2017 – Jan 31, 2018 (1 st Semester only)
Joshua Eagan <u>R</u>	Teacher Physical Education NFHS (Stanley Wojton)	\$48,947 Step 2-30M A2164.130.045	July 1, 2017 – June 30, 2018
Adrian Ennett <u>R</u>	Teacher Social Studies NFHS (Thomas Fisher)	\$50,196 Step 4-30M A2128.130.045	July 1, 2017 – June 30, 2018
Nicole Ennett <u>R</u>	Teacher Social Studies NFHS (.5) (Andrea Fortin-Nossavage – 2 nd Sem.)	\$50,196 Step 4-30M (.5) pro-rated A2128.130.045	February 1, 2018 – June 30, 2018 (2 nd Semester)
Jennifer Everts <u>R</u>	Teacher Kindergarten Niagara Street (Sara Strangio)	\$49,366 Step 3-30M A2110.110.061	July 1, 2017 – June 30, 2018
Kathryn Fadel <u>R</u>	Pupil Services Assistant 10 Mos. NFHS (Joshua Eagan)	\$37,999 Step 2 A2810.147.045	July 1, 2017 – June 30, 2018
Lauren Falsetti <u>R</u>	Teacher Grade 3 Kalfas (John Briglio)	\$48,947 Step 2-30M A2110.110.059	July 1, 2017 – June 30, 2018
Thomas Filosofo <u>R</u>	Teacher Grade 5 Kalfas (Kathleen Urban)	\$51,055 Step 3-50M A2110.110.059	July 1, 2017 – June 30, 2018
Shereta Flournoy <u>R</u>	Pupil Service Assistant 10 Mos. NFHS (Donald Bass)	\$37,999 Step 2 A2810.147.045	July 1, 2017 – June 30, 2018
Melissa Franke <u>R</u>	Teacher Health GPS (Randy Gall)	\$74,940 Step 14-90MM A2122.130.049	July 1, 2017 – June 30, 2018
Pamela Garabedian <u>S</u>	Teacher Grade 6 Abate (Andrew Touma)	\$49,366 Step 3-30M A2101.120.056	July 1, 2017 – June 30, 2018

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Anargyros Halaris <u>S</u>	School Psychologist Hyde Park (.6) 79 th (.4) (Bryan Rotella)	\$61,770 Step 4-60M F2250.133.058. 0718(.6) A2820.133.065 (.4)	July 1, 2017 – June 30, 2018
Peter Heuer <u>R</u>	Teacher Social Studies CEC (Frank Coney)	\$49,366 Step 3-30M A2128.130.052	July 1, 2017 – June 30, 2018
Melissa Huffman <u>S</u>	Teacher Grade 4 Hyde Park (Joseph Bellonte)	\$49,366 3-30M A2101.120.058	July 1, 2017 – June 30, 2018
Kaitlyn Jensen <u>R</u>	Teacher Special Education NFHS (.5) / CEC (.5) (Cheryl Meteer)	\$51,055 Step 3-50M A2250.133.052 A2250.133.045	July 1, 2017 – June 30, 2018
Valerie Klender <u>R</u>	Teaching Assistant Kalfas (Rachelle Showers)	\$32,373 A2257.143.059	July 1, 2017 – June 30, 2018
Jolene Lambert <u>S</u>	Teacher Math LPS (Joseph Contento)	\$49,804 Step 2-40M A2126.130.050	July 1, 2017 – June 30, 2018
Matthew Leo <u>R</u>	Teacher Health NFHS (Dennis Balogh)	\$56,501 Step 8-40M A2122.130.045	July 1, 2017 – June 30, 2018
Cassandra Lutey <u>R</u>	Teacher Math CEC (Maria Murgia)	\$52,237 Step 5-40M A2126.130.052	July 1, 2017 – June 30, 2018
Nadezda Mease <u>R</u>	Teacher Science LPS (Michael Corsaro)	\$49,366 Step 3-30M A2127.130.050	July 1, 2017 – June 30, 2018
Julia Meyers <u>R</u>	Teacher Math LPS (Richard Meranto)	\$54,312 Step 7-40M A2126.130.050	July 1, 2017 – June 30, 2018
Michael Montanaro <u>R</u>	Teacher Grade 6 Hyde Park (Deanna Cudahy)	\$49,366 Step 3-30M A2101.120.058	July 1, 2017 – June 30, 2018
Meagan Muth <u>R</u>	Teaching Assistant 79 th Street (Geraldine Koch)	\$32,373 F2103.143.065.0118	July 1, 2017 – June 30, 2018
Alexandria Porter <u>R</u>	Teacher Math GPS (.5) / LPS (.5) (Karl Wagner)	\$42,065 Step 2-BA A2126.130.049 (.5) A2125.130.050 (.5)	July 1, 2017 – June 30, 2018

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

VII. REGULAR SUBSTITUTES (Continued)

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Devon Printup <u>R</u>	Teacher Grade 3 Abate (Christopher Murgia)	\$49,366 Step 3-30M A2101.120.056	July 1, 2017 – June 30, 2018
Ashley Rotella <u>R</u>	Teaching Assistant 79 th Street (Lauren Falsetti)	\$32,373 F2103.143.065.0118	July 1, 2017 – June 30, 2018
Bryan Rotella <u>R</u>	School Psychologist on Special Assignment Central Office (Michael Lewis)	\$77,294 Step 10-90MM F2250.138.006.0618 (.74) F2103.138.007.6318 (.26)	July 1, 2017 – June 30, 2018
Justin Speidel <u>R</u>	Teacher Math LPS (Colleen Caprio)	\$53,081 Step 5-50M A2126.130.050	July 1, 2017 – June 30, 2018
Matthew Thompson <u>R</u>	Teacher Physical Education Niagara Street (.8) Cataract (.1) Kalfas (.1) (Noelle Gaetano)	\$48,550 Step 1-30M A2164.120.061 (.8) A2164.120.057 (.1) A2164.120.059 (.1)	July 1, 2017 – June 30, 2018
Patricia Thompson <u>R</u>	Teacher Grade 4 79 th Street (Carrie Cino)	\$49,366 Step 3-30M A2101.120.065	July 1, 2017 – June 30, 2018
John Weatherston <u>R</u>	Teaching Assistant NFHS (Raquel Aversa)	\$32,373 A2257.143.045	July 1, 2017 – June 30, 2018

VIII. APPOINTMENTS FOR 2017-2018 FROM THE PREFERRED CALL-BACK LIST

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Amanda LaChance	Teacher Physical Education Abate	\$67,483 Step 13-90MM A2164.120.056	July 1, 2017 (probationary period continues)
MaryBeth Dean (Treichler) <u>M</u>	Teacher Home and Careers GPS	\$53,081 Step 5-50M A2123.130.049	July 1, 2017 (probationary period continues)

IX. REAPPOINTMENT OF ADULT EDUCATION STAFFING – 2017-2018

A. LIFEGUARDS FOR SWIM CLASSES – CEC – \$12.00 PER HOUR – NTE 150 HOURS EACH – SEPTEMBER 2017 – JUNE 2018 – A2310.140.098

Aimee Misener Valerie McGrath

B. EXERCISE & SWIM CLASSES – \$24.40 PER HOUR – NTE 350 HOURS – SEPTEMBER 2017 – JUNE 2018 – A2310.140.098

Susana Nicholas

C. INTRODUCTION TO COMPUTERS FOR SENIORS – CEC & NFHS - \$23.69 PER HOUR – NTE 40 HOURS – SEPTEMBER 2017 – JUNE 2018 – A2310.140.098

Carol Hartwig

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

IX. REAPPOINTMENT OF ADULT EDUCATION STAFFING – 2017-2018 (cont'd.)

D. CROCHETING/KNITTING CLASSES – CEC \$15.00 PER HOUR – NTE 40 HRS – SEPTEMBER 2017 – JUNE 2018 – A2310.140.098

Christine Goodwin

E. TASC TEST ADMINISTRATORS – CEC – \$310.00 PER DAY – NTE 4 DAYS EACH – JULY 1, 2017 – JUNE 30, 2018 – A2310.151.098

Elizabeth Carroll

Nicole Gall

X. REAPPOINTMENTS OF INDIAN EDUCATION STAFFING FOR 2017-2018

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY /ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Linda Capton	Cultural Specialist II – 10 Months Abate	\$16,223 / 25 hrs. per week F2103.120.052.1518	September 1, 2017 - June 30, 2018
Audrey Davis	Cultural Specialist I – 10 Months Abate	\$30,000 / 25 hrs. per week F2103.120.052.1518	September 1, 2017 - June 30, 2018
Noreen Hill	Project Director – 12 Months Abate	\$34,479 / 30 hrs. per week F2103.150.052.1518	July 1, 2017 - June 30, 2018

XI. TEMPORARY APPOINTMENTS – 2017-2018

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATES</u>
Ashley Darrow <u>S</u>	School Psychologist Intern To Be Determined	\$15,000 F2250.133.007.0718	September 1, 2017 – June 30, 2018
Katelynn Eck <u>S</u>	School Psychologist Intern To Be Determined	\$15,000 F2250.133.007.0718	September 1, 2017 – June 30, 2018
Allison Napier <u>S</u>	School Psychologist Intern To Be Determined	\$15,000 F2250.133.007.0718	September 1, 2017 – June 30, 2018 (pending pre-employment requirements)

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XII.	<u>VOLUNTARY TRANSFERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Caterina Antonacci	Teacher Grade 5 Hyde Park A2101.120.058	Teacher Grade 1 GJ Mann A2101.120.067	September 1, 2017
	Carmine Bianco	Teacher Physical Education NSS (.8) A2164.120.061 CES (.1) A2164.120.057 Kalfas (.1) A2164.120.059	Teacher Physical Education NFHS A2164.130.045	September 1, 2017
	Sheila Chille	Teacher Kindergarten 79 th Street A2110.110.065	Teacher Pre-Kindergarten 79 th Street F2510.133.065.3118	September 1, 2017
	Cheree Copelin	Teacher Library GPS A2610.133.049	Teacher Library NFHS A2610.133.045	September 1, 2017
	Melissa Doescher	Teacher Grade 4 Kalfas A2100.120.059	Teacher Kindergarten Hyde Park A2100.110.058	September 1, 2017
	Rina Dunlap	Teacher Kindergarten Niagara Street A2110.110.061	Teacher Grade 1 Niagara Street A2101.120.061	September 1, 2017
	Kristen Martell	Teacher Grade 3 Abate A2101.120.056	Teacher Kindergarten Abate A2110.110.056	September 1, 2017
	Andrea Merino	Teacher Special Education LPS A2250.133.050	Teacher Special Education NFHS A2250.133.045	September 1, 2017
	Lynn Pasek	Teacher Grade 2 Kalfas A2100.120.059	Teacher Grade 2 79th Street A2101.120.065	September 1, 2017
	Mary Pogel	Teacher Grade 3 Kalfas A2100.120.059	Teacher Grade 3 GJ Mann A2101.120.067	September 1, 2017
	Jennifer Yost	Teacher Grade 2 79 th Street A2101.120.065	Teacher Kindergarten 79 th Street A2110.110.065	September 1, 2017
XIII.	<u>INVOLUNTARY TRANSFERS – ELEMENTARY TEACHERS</u>			
	<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
	Scott Misterkiewicz	Teacher Grade 6 GJ Mann A2101.120.067	Teacher Grade 4 GJ Mann A2101.120.067	September 1, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIII. INVOLUNTARY TRANSFERS – ELEMENTARY TEACHERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Lindsey Wrobel	Teacher Grade 6 Cataract A2101.120.057	Teacher Grade 6 Kalfas A2100.120.059	September 1, 2017
James Zacher	Teacher Grade 6 79 th Street A2101.120.065	Teacher Grade 5 79 th Street A2101.120.065	September 1, 2017

XIII. INVOLUNTARY TRANSFERS – SPECIAL EDUCATION, HOME AND CAREERS, TEACHING ASSISTANTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Claudia Alex	Teacher Special Education Mann (.5) A2250.133.067 Maple (.5) A2250.133.060	Teacher Special Education Cataract A2250.133.057	September 1, 2017
Kim Campana	Teacher Home and Careers LPS (.5) A2123.130.050 GPS (.5) A2123.130.049	Teacher Home and Careers LPS A2123.130.050	September 1, 2017
Lisa Carruthers	Teacher Special Education GJ Mann A2250.133.067	Teacher Special Education Abate (.5) A2250.133.056 Mann (.5) A2250.133.067	September 1, 2017
Lauren Falsetti	Teaching Assistant CES (.5) F2103.143.057.0117 LPS (.5) F2250.143.050.0717	Teaching Assistant 79 th Street F2103.143.065.0118	September 1, 2017
Mary Hall	Teaching Assistant Cataract F2103.143.057.0117	Teaching Assistant CES (.5) F2103.143.057.0118 CEC (.5) A2257.143.052	September 1, 2017
Sara Morreale	Teacher Special Education Kalfas A2250.133.059	Teacher Special Education Hyde Park A2250.133.058	September 1, 2017
Jaime Pero	Teacher Special Education Maple A2250.133.060	Teacher Special Education 79 th Street A2250.133.065	September 1, 2017
Stephanie Polka	Teacher Special Education CES (.5) A2250.133.057 79 th (.5) A2250.133.065	Teacher Special Education Cataract A2250.133.057	September 1, 2017
Frank Rotundo	Teaching Assistant Abate (.5) A2257.143.056 Mann (.5) A2257.143.067	Teaching Assistant 79 th Street F2103.143.065.0118	September 1, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XIV. INVOLUNTARY TRANSFERS – SPEECH TEACHERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Bernadette Boland	Teacher Speech NFHS (.6)/LPS (.4) A2256.133.045 (.6)/050 (.4)	Teacher Speech Mann (.6)/NFHS (.4) A2256.133.067 (.6)/045 (.4)	September 1, 2017
Dana Donato	Teacher Speech HP (.6)/GPS (.4) A2256.133.058 (.6)/049 (.4)	Teacher Speech HP (.8)/GPS (.2) A2256.133.058 (.8)/049 (.2)	September 1, 2017
Rakhi Kohli	Teacher Speech 79 th (.8)/NSS (.2) A2256.133.065 (.8)/061 (.2)	Teacher Speech 79 th A2256.133.065	September 1, 2017
Anne Petrozzi-Burgess	Teacher Speech Mann (.6)/Abate (.4) A2256.133.065 (.6)/056 (.4)	Teacher Speech NSS A2256.133.061	September 1, 2017
Janice Richwalder	Teacher Speech CES (.8)/NSS (.2) A2256.133.057 (.8)/061 (.2)	Teacher Speech Cataract A2256.133.057	September 1, 2017
Sarah Ruffolo	Teacher Speech CES (.6)/UDO (.4) A2256.133.057 (.6)/007 (.4)	Teacher Speech Cataract A2256.133.057	September 1, 2017
Shannon Savage	Teacher Speech Kalfas A2256.133.059	Teacher Speech Kalfas (.8)/LPS (.2) A2256.133.059 (.8)/050 (.2)	September 1, 2017

XV. INVOLUNTARY TRANSFERS – PSYCHOLOGISTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Nicole Cafarella	Psychologist NFHS A2820.133.045	Psychologist Abate A2820.133.056	September 1, 2017
Deanne Giambra	Psychologist NFHS A2820.133.045	Psychologist NFHS (.8)/Maple (.2) A2820.133.045 (.8)/060 (.2)	September 1, 2017
Bonnie Kane	Psychologist GPS (.8) – F2250.133.049.0717 Mann (.2) – F2250.133.067.0717	Psychologist NFHS (.8) – A2820.133.045 Mann (.2) – F2250.133.067.0718	September 1, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XV. INVOLUNTARY TRANSFERS – PSYCHOLOGISTS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Michael Lewis	Psychologist LPS (.8) – F2250.133.050.0717 79 th (.2) – F2250.133.065.0717	Psychologist Hyde Park (.6) – F2250.133.058.0718 79 th (.4) – A2820.133.065	September 1, 2017
Chithra Kandaswami	Psychologist Abate (.8) – A2820.133.056 Kalfas (.2) – A2820.133.059	Psychologist GPS (.5) – F2250.133.049.0718 LPS (.5) – A28120.133.050	September 1, 2017
Maria Meranto	Psychologist NSS (.8) – A2820.133.061 Maple (.2) – A2820.133.060	Psychologist Niagara Street A2820.133.061	September 1, 2017
Corrinna Scozzaro	Psychologist HP (.5) – F2250.133.058.0717 CES (.5) – F2250.133.057.0717	Psychologist CES (.7) – F2250.133.057.0718 Kalfas (.3) – A2820.133.059	September 1, 2017

XVI. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Cassandra DiCamillo-Slaiman	Leave of Absence	Teaching Assistant NFHS A2257.143.057	September 1, 2017

XVII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Carmine Bianco	Teacher Physical Education NSS (.8)/CES (.1)/Kalfas (.1)	Medical (without pay)	March 27, 2017 – May 10, 2017
Marissa Chapman	Teaching Assistant GJ Mann	Educational (without pay)	(Out (.4) – A.M. Only) September 1, 2017 – December 14, 2017
Joshua Eagan	Pupil Service Assistant 12 Months NFHS	Other (to take other District position)	September 1, 2017 – June 30, 2018
Rakhi Kohli	Teacher Speech 79 th Street	Child-Rearing (without pay)	July 1, 2017 – January 31, 2018 (First Semester only)
Carolyn McClendon	Teaching Assistant NFHS	Medical (without pay)	January 23, 2017 PM – February 22, 2017

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XVII. LEAVE OF ABSENCE

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
Richard Venator	Teacher Technology GPS	FMLA (without pay)	<u>2017 Dates below:</u> 1/30, 1/31, 2/3, 2/8, 2/17 (.5), 3/13, 3/20 (.5), 3/21, 3/22, 3/23, 4/25(.5), 4/28 (.5), 5/1 (.5), 6/6 (.5)

XVIII. SCHEDULE B – 2016-17

1. ADDITION: GRADE 4 ELA COMMITTEE – NTE 18.75 HOURS – F2103.140.098.0117

Catherine Sullivan

2. GRADUATION – NFHS – JUNE 24, 2017 – NTE 3.5 HOURS EACH – A2020.140.045

Kelly Bancroft-Billings	Donald Bass	Bernadette Boland	Goldie Burton
Martin Campbell	Amy Chiarella	Giulio Colangelo	Bryan Collins
Joshua Eagan	Adrian Ennett	Susan Fallon	Victoria Grant
Fredia Hart-Cowart	Sabrina London	George Mariano	Richard Meranto
Kevin Michael	Karyn Morrison	Nanette Paonessa	Susan Petrozzi
Michele Pryor	Ebone Rose	Veronica Schucker	Richard Slaiman
Holly Spanbauer	Alan Stockings	Robert Touchette	Edward Ventry
<u>Addition:</u> Brian Chmaj	<u>Addition:</u> Brian Carey	<u>Addition</u> Marc Catanzaro	<u>Addition</u> Shereta Flournoy

3. ADDITION #2: NIAGARA UNIVERSITY LITTLE EAGLE / BIG EAGLE – NFHS – NTE 5 HOURS – F2103.131.007.6617

Bruce Brundidge

XIX. SCHEDULE C - FALL COACHING APPOINTMENTS – 2017 – 2018 SCHOOL YEAR – A2855.141.098

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>REMUNERATION</u>
John Weatherston	Assistant Girls Volleyball	\$2647 Step 1

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XX. APPOINTMENTS SCHEDULES D, E, F, G

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – 2016 – 2017

NFHS – A2850.142.045

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Karen Syruws	1.0	Science Club	\$552

SCHEDULE D – EXTRA CURRICULAR ACTIVITIES – CLASS I – IV – MAY 2017 – DECEMBER 2017

HYDE PARK – A2850.142.058

<u>NAME</u>	<u>FTE</u>	<u>ACTIVITY</u>	<u>REMUNERATION</u>
Tiffany Bradberry	0.5	Garden Club	\$279
Allison Pasquantino	0.5	Garden Club	\$279

XXI. SUMMER WORK – 2017-2018 – PER DIEM SCEP COMMITTEE WORK – F2103.132.098.0317

A. ABATE

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Janelle Brydges	1	\$465.64 F2103.132.098.0117	SCEP Committee Work
Patricia Hennegan	1	\$478.91 F2103.132.098.0117	SCEP Committee Work
Margaret Robideau	1	\$454.97 F2103.132.098.0117	SCEP Committee Work
Sara Strangio	1	\$366.24 F2103.132.098.0117	SCEP Committee Work

B. CATARACT

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Elizabeth Canada	1	\$492.17	SCEP Committee Work
Noelle Gaetano	1	\$492.17	SCEP Committee Work
Lisa Malpica	1	\$470.61	SCEP Committee Work
Patricia Rafferty	1	470.61	SCEP Committee Work
Sara Strangio	1	\$344.87	SCEP Committee Work

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXI. SUMMER WORK – 2017-2018 – PER DIEM SCEP COMMITTEE WORK – F2103.132.098.0317 (Continued)

C.	<u>HYDE PARK</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Tiffany Bradberry	1	\$325.76	SCEP Committee Work
	Richard Evans	1	\$279.39	SCEP Committee Work
	David Glahe	1	\$466.27	SCEP Committee Work
	Nicholas Ruffolo	1	\$337.30	SCEP Committee Work
	Paula Spacone	1	\$492.17	SCEP Committee Work
D.	<u>KALFAS</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Amy Beckett	1	\$470.61	SCEP Committee Work
	Colleen Caprio	1	\$470.61	SCEP Committee Work
	Danielle Dionne	1	\$320.22	SCEP Committee Work
	Thomas Fisher	1	\$368.42	SCEP Committee Work
	Lynn Pasek	1	\$470.61	SCEP Committee Work
E.	<u>GJ MANN</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Deanna Cudahy	5	\$470.61 F2103.132.098.0117	SCEP Committee Work
F.	<u>MAPLE</u>			
	<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
	Colleen Caprio	2	\$470.61 A2101.132.060	LT Planning
	Angela Manella	5	\$466.27 F2103.132.098.0117	SCEP Committee Work
	Angela Manella	2	\$466.27 A2101.132.060	LT Planning

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXI. SUMMER WORK – 2017-2018 – PER DIEM SCEP COMMITTEE WORK – F2103.132.098.0317 (EXCEPT WHERE NOTED) (Continued)

G. NIAGARA STREET

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Michele DiGregorio	1	\$470.61	SCEP Committee Work
Christina Magnuson	1	\$298.45	SCEP Committee Work
Amanda Vail	1	\$308.18	SCEP Committee Work

H. 79th STREET

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Janine Bellonte	1	\$492.17	SCEP Committee Work
Lisa Graff	1	\$470.61	SCEP Committee Work
Lyndie Granto	1	\$492.17	SCEP Committee Work
Debra Olear	1	\$470.61	SCEP Committee Work
Bryan Rotella	1	\$374.48	SCEP Committee Work

I. GPS

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Francis Coney	1	\$457.58	SCEP Committee Work
Anne Mardon	1	\$470.61	SCEP Committee Work
Maria Murgia	1	\$331.62	SCEP Committee Work
Christine Schove	1	\$461.92	SCEP Committee Work
Steven Zafuto	1	\$461.92	SCEP Committee Work

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXI. SUMMER WORK – 2017-2018 – PER DIEM SCEP COMMITTEE WORK – F2103.132.098.0317 (EXCEPT WHERE NOTED) (Continued)

<u>LPS</u>				
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>	
John Briglio	1	\$466.27	SCEP Committee Work	
Ashley Chambers	1	\$311.59	SCEP Committee Work	
Jessica Kulbago-Onevelo	1	\$364.27	SCEP Committee Work	
Anne Mardon	1	\$470.61	SCEP Committee Work	
Julie McIntyre	1	\$470.61	SCEP Committee Work	

XXII. SUMMER WORK – 2017-2018 – PER DIEM – ACCOUNT CODE A2110.110.096 (UNLESS OTHERWISE NOTED)

<u>PER DIEM</u>				
<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>	
Dennis Balogh	1 day	\$336.01	Review VADIR, Student handbooks, Attendance, safety procedures, etc.	
Joseph Bellonte	3 days	\$491.83	Internship recruitment, site visits, facility use management	
Adam Bianco	7 days	\$478.91	Counselor Planning Activities	
Caroline Buchman	20 days	\$555.67 F2103.132.098.4317	Administrative Planning	
Eileen Burkett	20 days	\$348.70 F2103.132.098.4317	Assessment Planning	
Brian Carey	1 day	\$474.49	Review of VADIR, student handbooks, attendance, safety and procedures, etc.	
Marc Catanzaro	3 days	\$500.69	Review of VADIR, student handbooks, attendance, safety and procedures, etc.	
Carrie Cino	1 day	\$500.69 F2103.132.098.4317	School Improvement (SCEP Revision Team)	
Catherine Contento	20 days	\$450.56 A2110.110.096	Summer CPSE; other CSE duties as assigned	
Joseph Contento, Jr.	20 days	\$454.97	Coordination of Athletic Program	

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXII. SUMMER WORK – 2017-2018 – PER DIEM – ACCOUNT CODE A2110.110.096 (UNLESS OTHERWISE NOTED) PER DIEM

<u>NAME</u>	<u>NO. DAYS</u>	<u>RATE OF PAY/ACCT. CODE</u>	<u>ACTIVITY</u>
Marc Daul	5 days	\$314.48	Counselor Planning Activities
Nicole Gall	5 days	\$348.70	Summer Registration; Calls, transcript, credit review, schedule adjustments, etc.
Randy Gall	3 days	\$500.69	Review of VADIR, student handbooks, attend., safety and procedures, etc.
Kenneth Krieger	30 Days	\$545.87 F2250.132.098.0718	Psychologist CSE Planning & Coordination
Maria Mascaro-Sinatra	5 days	\$500.69	Summer Registration; Calls, transcript, credit review, sched. adjustments, etc.
Cheryl Meteer	40 days	\$450.56 F2250.132.098.0718	Special Education Planning & Coordination
Tammy Novak	5 days	\$348.70	Summer Registration; Calls, transcript, credit review, sched. adjustments, etc.
Rose Rajczak	5 days	\$500.69	Summer Registration; Calls, transcript, credit review, sched. adjustments, etc.
Bryan Rotella	10 days	\$386.47 F2250.132.098.0718	Psychologist CSE Planning & Coordination
Rachel Rotella	5 days	\$352.93 General Fund	Summer Registration; Calls, transcript, credit review, sched. adjustments, etc.
Catherine Sullivan	30 Days	\$478.91 F2103.132.098.4317 (20 days) F2103.132.098.0317 (5 days) F2103.132.098.0117 (5 days)	Curriculum Planning Activities
Edward Ventry	5 days	\$500.69 F2103.132.098.0317	Professional Development for Elem. Mathematics, various duties
Stanley Wojton	25 days	\$359.19 F2103.132.098.4317 (15 days) F2103.132.098.0317 (5 days)	Coordination of ELP; Planning for QZAB Educational, Academy w/A+
Derek Zimmerman	20 Days	\$555.67 F2103.132.098.4317	Administrative Planning

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIII. SUMMER WORK 2017-18 – SCHEDULE B – SCEP PLANNING COMMITTEE WORK – NTE 37.5 HOURS FOR EACH GROUP

1.	<u>ABATE – F2103.140.098.0117</u> Janelle Brydges	Patricia Hennegan	Margaret Robideau	Sara Strangio
2.	<u>CATARACT – F2103.140.098.0317</u> Elizabeth Canada Sara Strangio	Noelle Gaetano	Lisa Malpica	Patricia Rafferty
3.	<u>HYDE PARK – F2103.140.098.0317</u> Tiffany Bradberry Nicholas Ruffolo	Richard Evans Paula Spacone	David Glahe Miquel Tomkiel	Gail Guthrie
4.	<u>KALFAS – F2103.140.098.0317</u> Amy Beckett Linda Olsen	Colleen Caprio Lynn Pasek	Danielle Dionne Lynette Tavano	Thomas Fisher Joanne Touchette
5.	<u>GJ MANN – F2103.140.098.0117</u> Johanna Bolender Joanne Washcalus	Carrie Cino Thomas Zafuto	Deanna Cudahy	Linda Silvestri
6.	<u>MAPLE – F2103.140.098.0117</u> Colleen Caprio	Christopher Robins	Nancy Scirto	
7.	<u>79th STREET – F2103.140.098.0317</u> Janine Bellonte Bryan Rotella	Lisa Graff	Lyndie Grant	Debra Olear
8.	<u>GPS – F2103.140.098.0317</u> Francis Coney Steven Zafuto	Anne Mardon	Maria Murgia	Christine Schove
9.	<u>LPS – F2103.140.098.0317</u> John Briglio Jessica Kulbago-Onevelo Maria Murgia	Ashley Chambers Giannina Lucantoni-Slepian	Angela Frommert Anne Mardon	Monique Gazy Julie McIntyre

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B

1. MAPLE – NTE 90 TOTAL HOURS FOR THE GROUP – A2101.140.060

AmyLynn Benjamin	Marre Campbell	Maria Commisso-Martin	Judy Conner
Terri Gregg	Marquetta Hunter	MaryAnn Kramer	Trish LaSota
MaryEllen McKean	Trish Pileggi	Christopher Robins	Thomas Sauvageau
Nancy Scirto	Michele Walker		

2. TRC WORKSHOP – BOOK STUDY – THE TEACHER WARS – NTE 9 HOURS @ \$60.00/HR. – F2070.131.007.8118

Marcus Latham

3. TRC WORKSHOP – BOOK STUDY – STUDENTS AT THE CENTER – PERSONALIZED LEARNING WITH HABITS OF MIND – NTE 9 HOURS @ \$60.00/HR. – F2070.131.007.8118

Patricia Hennegan

4. TRC WORKSHOP – ONLINE COURSE – USING TECHNOLOGY TO DELIVER AND SUPPORT INSTRUCTION – NTE 6 HOURS @ \$60.00/HR. – F2070.131.007.8118

Bryan Rotella

5. TRC WORKSHOP – ONLINE COURSE – BUILDING A CULTURALLY DIVERSE AND RESPONSIVE CLASSROOM – NTE 6 HOURS @ \$60.00/HR. – F2070.131.007.8118

Bryan Rotella

6. TRC WORKSHOP – ONLINE COURSE – STEM RESOURCES FOR THE CLASSROOM – NTE 6 HOURS @ \$60.00/HR. – F2070.131.007.8118

Bryan Rotella

7. TRC WORKSHOP – ONLINE COURSE – SETTING THE CLIMATE FOR YOUR CLASSROOM – NTE 6 HOURS @ \$60.00/HR. – F2070.131.007.8118

Bryan Rotella

8. SUBSTITUTE ORIENTATION – NTE 2 HOURS EACH – ONE DAY PER MONTH – SEPTEMBER 2017 – JUNE 2018 – A2103.140.098

Joy Pazamickas	Tammy Zaker
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B (Continued)

9. SUMMER 2017 PROGRAM – ELEMENTARY SPECIAL EDUCATION – NTE 5 HOURS – A2020.140.057

Patricia Rafferty

10. HEALTH CURRICULUM REVIEW – NTE 15 HOURS EACH – A2110.140.096

Dennis Balogh

Matthew Leo

Lisa Szalach

Mary Pat Young

11. SUMMER 2017 PEP PROGRAM – NTE 5 HOURS – A2020.140.057

Kathleen Polka

12. THERAPEUTIC CRISIS INTERVENTION (TCI) TRAINING – NTE 15 HOURS EACH – F2250.140.098.0718

Cori Cuddahee

Noelle Gaetano

13. SUMMER STEM CAMP INSTRUCTORS – NTE 25 HOURS EACH EXCEPT WHERE NOTED – F2103.140.098.0117

Caterina Antonacci

AmyLynn Benjamin

Sheila Chille

Maria Ehde

Tracy Gibb

Michael McGrath

NTE 40 HOURS
Ronni McGrath

Lisatta Reid

Rebecca Tantillo

Michele Walker

Tammy Zaker

14. MENTOR TEACHER INTERN PROGRAM (MTIP) COORDINATOR – NTE 5 HOURS PER WEEK; NTE 200 HOURS PER YEAR – F2103.140.098.2218

Kathleen Urban

15. CAMP WOLVERINE JR. – NTE 75 HOURS EACH – A6300.140.098

Kathryn Barto

Sarah Ruffolo

16. CAMP WOLVERINE – NTE 75 HOURS EACH - A6300.140.098

Nicole Campbell

Mary Kurek

Jeananne LePage

Matthew Thompson

17. I-3 GRANT (INVESTIGATING IN INNOVATIONS) – NTE HOURS AS SEEN BELOW – F2103.140.007.7614

NTE 65 HOURS
Thomas Fisher

NTE 20 HOURS
Kathleen Urban

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B (Continued)

18. SCHOOL PSYCHOLOGIST SUMMER 2017 – NTE 50 HOURS – F2250.140.098.0718

Corinna Scozzaro

19. HIGH SCHOOL PREP ACADEMY – NTE 6 HOURS EACH EXCEPT WHERE NOTED – F2103.131.007.6617

Dennis Balogh

Bryan Collins

Joelle Constantino

Patti Ann Gabriele

NTE 12 HOURS

Colleen Pascuzzi

NTE 12 HOURS

Ebone Rose

20. GPS – MASTER SCHEDULING – NTE 9.50 HOURS EACH – A2102.140.049

Francis Coney

Carrie Roeser

Stephen Zafuto

21. GPS – AFTER-SCHOOL PROGRAMMING – NTE 9.50 HOURS – A2102.140.049

Kathleen Urban

22. SUMMER SPECIAL EDUCATION REGISTRANTS REVIEW – NFHS – NTE 30 HOURS EACH – f2103.140.098.0317

Nicole Cafarella

Deanna Giambra

23. TEAM J – HIGH SCHOOL PREP COHORT PLAN – NFHS – NTE 6 HOURS EACH – F2103.140.098.0317

Dennis Balogh

Bryan Collins

Joelle Constantino

Patti Ann Gabriele

Maria Mascaro-Sinatra

Colleen Pascuzzi

Ebone Rose

24. COLLABORATIVE PLANNING AND SCHEDULE CREATION – NFHS – NTE 14 HOURS EACH – F2103.140.098.0317

Tanya Sweitzer

Jennifer Venditti

25. SUMMER RESTORATIVE JUSTICE COMMITTEE – NTE 18.75 HOURS EACH – F2103.140.098.0317

Dennis Balogh

Nicole Cafarella

Marc Catanzaro

Randy Gall

Lori Moskaluk

Kenneth Nossavage

Erik Olander

Richard Slaiman

Sarah Sperry

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B (Continued)

26. 9th GRADE PLANNING TEAM – NFHS – NTE 6 HOURS – A2110.140.096

Christine Barstys	James Belin-Irving	Cathleen Chilberg	Bhawna Chowdhary
Bryan Collins	Julie Colosi	Joelle Constantino	Cori Cuddahee
Andrian Ennett	Samantha Fassari	Patti Ann Gabriele	Michelle Hudson
Vincent Lia	Laurie Mettler	Clarissa Moore	Debra Morgan
Erik Olander	Colleen Pascuzzi	William Rodgers	Michael Vilardo

27. 2017 SUMMER CAMP COACHES & STAFF – NTE 100 HOURS EACH – F2103.131.007.6618

Donald Bass – Football Coach	Schurron Cowart – Theater	Daniel Giancola – Wrestling	Nicole Granto-Sheehan – Spec. Ed
Edward Kladke – Baseball	Ebone Rose – Site Coordinator	Susan Ross – Camp Director	Nicholas Ruffolo – Camp Admin.
David Tirabassi – Dean	Michael Vilardo – Bowling Coach	John Weatherston – Volleyball	Kenneth White – Aquatics Director
Rashad Williams – Basketball	Meagan Millar – Theater	Dean Tamborello – Ice Hockey	Gregory Gamble – Basketball

A101. GRADE 7 & 8 ELA ASSESSMENT – NTE 11.25 HOURS EACH – F2103.140.098.0117

Monique Gazy	Anne Mardon	Kristen Mihalko-Hyland
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A103. PREP SOCIAL STUDIES ASSESSMENT REVISION – NTE 15 HOURS EACH – F2103.140.098.0117

Bryan Dean	Megan Glasser	Marcus Latham	Michael Mansour
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C102. ELEMENTARY MATH RSEOURCE ALIGNMENT COMMITTEE – NTE 7.5 HOURS EACH – A2110.140.096

Janine Bellonte	Colleen Caprio	Carrie Cino	Stefany Critelli
Maria D'Antonoli	Maria Ehde	Joni Orfano	Lynn Pasek
Angela Ruffolo	Sara Strangio	Sunnie Ventry	Joanne Washcalus
Tammy Zaker			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B (Continued)

C103. ELEMENTARY COMPUTER BASED TESTING (CBT) ACTION PLANNING – NTE 7.5 HOURS EACH – F2103.140.098.4317

Stefany Critelli	Lisa Graff	Lisa Malpica	Tammy Zaker
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C105. SOCIAL STUDIES CURRICULUM – PREP SCHOOL – GRADES 7 & 8 – NTE 18.75 HOURS EACH – F2103.140.098.4317

Bryan Dean	Maria Fiore	Megan Glasser	Marcus Latham
Giannina Lucantoni-Slepian			

C106. GRADES 7 & 8 GENERAL MATHEMATICS AND AIS – NTE 7.5 HOURS EACH – F2103.140.098.0117

Julia Meyers	Amanda Molnar	Carrie Roeser	Cory Savard
Justin Speidel	Jocelyn Touma		

C107. PREP MATH RESOURCE RENEWAL COMMITTEE – NTE 11.25 HOURS EACH – F2103.140.098.0117

Colleen Caprio	Teresa Chandler	Mary Jo Edwards	Derek Frommert
Carrie Roeser	Thomas Sauvageau	Cory Savard	David Zona

C108. PREP SCHOOL MATH HEAD TEACHER – NTE 26.25 HOURS – F2103.140.098.0117

Maria Murgia

C109. NFHS ENGLISH – NCCC ENGLISH TRANSITION COURSE (CURRICULUM) – NTE 18.75 HOURS EACH – A2110.140.096

Amy Chiarella	Cathleen Chilberg	Joann Tenebra
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C110. NFHS ENGLISH – GRADES 11/12 ADVANCED PLACEMENT – NTE 18.75 HOURS EACH – A2110.140.096

Amy Chiarella	Victoria Grant	Sarah Sperry
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C111. NFHS ENGLISH – EARLY COLLEGE HIGH SCHOOL – NTE 11.25 HOURS EACH – A2110.140.096

Cathleen Chilberg	Sarah Sperry	Aimee Wolf
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PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

*XXIV.	<u>SUMMER WORK 2017-18 – SCHEDULE B (Continued)</u>			
C112.	<u>NFHS ENGLISH AND AP GOVERNMENT – NTE 18.75 HOURS EACH – A2110.140.096</u>			
	Christine Barstys	Amy Chiarella	Julia Conti	
C113.	<u>NFHS ENGLISH – GRADE 11 REGENTS – NTE 18.75 HOURS EACH – A2110.140.096</u>			
	Catherine Burke	Aimee Wolf		
C114.	<u>NFHS ENGLISH – GRADES 9/10 REGENTS – NTE 18.75 HOURS EACH – A2110.140.096</u>			
	Leah Baldassarre	Christine Barstys	Cathleen Chilberg	
C115.	<u>ENGLISH HEAD TEACHER – HIGH SCHOOL – NTE 22.50 HOURS – A2110.140.096</u>			
	Amy Chiarella			
C116.	<u>HIGH SCHOOL: STEM BIO SCIENCE & INNOVATIONS – NTE 7.50 HOURS EACH – F2103.140.098.4317</u>			
	Kate Johnston	Denise Karski	Deanna Matsulavage	Valerie Rotella-Zafuto
C117.	<u>HIGH SCHOOL: AP SCIENCE-BIOLOGY & ENVIRONMENTAL – NTE 7.50 HOURS – F2103.140.098.4317</u>			
	Kimberlee Maynard			
C118.	<u>NEW YORK STATE SCIENCE LEARNING STANDARDS IMPLEMENTATION PLANNING GROUP K-12 – NTE 15 HOURS EACH – F2103.140.098.4317</u>			
	Stefany Critelli	Lyndie Grant	Kate Johnston	Geraldine Koch
	Edwin Maynard	Kimberlee Maynard	Ronni McGrath	Valerie Rotella-Zafuto
	Frank Strangio			
C119.	<u>HIGH SCHOOL MATH – NON-REGENTS APPLIED GEOMETRY – NTE 11.25 HOURS EACH – F2103.140.098.0117</u>			
	Bryan Devantier	William Rodgers	Edward Ventry	
C120.	<u>HIGH SCHOOL MATH – NCCC TRANSITION COURSE – NTE 7.50 HOURS EACH – A2110.140.096</u>			
	Errol Honadle	Robert Touchette		
C121.	<u>HIGH SCHOOL MATH – ALGEBRA I – NTE 11.25 HOURS EACH – A2110.140.096</u>			
	Errol Honadle	William Rodgers		
C123.	<u>HIGH SCHOOL MATH 330 – ALGEBRA II – NTE 11.25 HOURS EACH – A2110.140.096</u>			
	Edward Ceccato	Edward Ventry		
C126.	<u>HIGH SCHOOL MATH – STATISTICS (MAT 530) – NTE 15 HOURS EACH – A2110.140.096</u>			
	Edward Ceccato	Denise Karski		

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV.	<u>SUMMER WORK 2017-18 – SCHEDULE B (Continued)</u>			
C127.	<u>HIGH SCHOOL MATH – CALCULUS (MAT440/450) – NTE 11.25 HOURS – A2110.140.096</u>			
	James Jeckovich			
C128.	<u>HIGH SCHOOL MATHEMATICS HEAD TEACHER – NTE 33.75 HOURS – A2110.140.096</u>			
	Karl Wagner			
C129.	<u>NFHS SOCIAL STUDIES – GRADES 9/10 GLOBAL – NTE 18.75 HOURS EACH – A2110.140.096</u>			
	Adrian Ennett	Dean Melson	Erik Olander	Colleen Pascuzzi
C130.	<u>HIGH SCHOOL SOCIAL STUDIES HEAD TEACHER – NTE 22.50 HOURS – A2110.140.096</u>			
	Julia Conti			
C131.	<u>NFHS SOCIAL STUDIES – ELECTIVE COURSE DEVELOPMENT – NTE 15 HOURS – A2110.140.096</u>			
	Andrea Fortin-Nossavage			
C132.	<u>NFHS – GRADE 9 FRESHMAN EXPERIENCE – NTE 3.75 HOURS EACH – A2110.140.096</u>			
	Martin Campbell	Maria Mascaro-Sinatra	Rose Rajczak	
C133.	<u>NFHS CDOS PROGRAMMING – NTE 5 HOURS EACH – F2103.140.098.0117</u>			
	Ebone Rose	Monica Smith-Gottlieb	Tanya Sweitzer	Jennifer Venditti
C135.	<u>NFHS SOCIAL STUDIES – ELECTIVE COURSE DEVELOPMENT – NTE 15 HOURS – A2110.140.096</u>			
	Julia Conti			
ELP500.	<u>SUMMER 2017 EXTENDED LEARNING PROGRAM – NTE 101.25 HOURS EACH (HEAD TEACHER PAY) – F2103.140.098.2318</u>			
	Noelle Gaetano	Angela Manella	Andrew Touma	Edward Ventry
ELP501.	<u>SUMMER 2017 EXTENDED LEARNING PROGRAM – NTE 97.50 HOURS EACH (HEAD TEACHER PAY) – F2103.140.098.0317</u>			
	Carrie Cino	Kathleen Urban		
ELP502.	<u>SUMMER 2017 EXTENDED LEARNING PROGRAM – NTE 86.25 HOURS EACH – F2103.140.098.0117 (ABATE) –F2103.140.098.0317 (ALL OTHER SITES)</u>			
	Claudia Alex	Caterina Antonacci	Joanna Antonacci	Robert Aulet
	Raquela Aversa	Briana Bolea	Lisa Bolea	Lisa Carruthers
	Taylor Cochran	Laura Collier	Nicola Condino	Mallory Davis
	Janyl Drozek	Sharon Edwards	Maria Ehde	Jennifer Everts
	Lauren Falsetti	Thomas Filsofos	Jessica Fortunate	Pamela Garabedian
	Tessa Gillis	Sarah Gleason	Deborah Hicks	Cheryl Johnson

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

XXIV. SUMMER WORK 2017-18 – SCHEDULE B (Continued)

ELP502. SUMMER 2017 EXTENDED LEARNING PROGRAM – NTE 86.25 HOURS EACH – F2103.140.098.0117 (ABATE) – F2103.140.098.0317 (ALL OTHER SITES) (con'td)

Carol Kajfasz	Laura Kashishian	Geraldine Koch	Heidi Korzelius
Patricia Krolewski	Cheryl LaBelle	Patrina Leo	Stephanie Marazzo
Lindsay Merino	Sara Morreale	Megan Muth	Danielle Narkiewicz
Lynn Pasek	Allison Pasquantino	Diane Pati	Zoe Pelletieri
Laura Piazza	Stephanie Polka	Devon Printup	Margaret Rhodes
Marissa Rogers	Rachelle Showers	Lisa Thompson	Kimi Watroba
Andrea Woyksnar	Nikki Kresman		

SE1. AUTISM/COMMUNICATIVE DISORDER CLASSROOM DEVELOPMENT – NTE 11.25 HOURS EACH – A2110.140.096

Kathryn Barto	Phil Mohr	Stephanie Polka	Sarah Ruffolo
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SE2. SPEECH IMPROVEMENT COMMITTEE – NTE 18.75 HOURS EACH – A2110.140.096

Susan Marcolini	Shannon Savage
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SE3. ELEMENTARY SPECIAL CLASS TEACHER PLANNING COMMITTEE – NTE 15 HOURS EACH – A2110.140.096

Allen Cowart	Jeananne LePage	Sara Morreale	Jordin Puzan
Kassie Sillett			

SE4. CO-TEACHING PLANNING COMMITTEE – NTE 11.25 HOURS EACH – A2110.140.096

Christina Magnuson	Melissa Ranieri	Nancy Sarkees
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SE5. PREP LEVEL SPECIAL CLASS CONTENT PLANNING – NTE 11.25 HOURS EACH – A2110.140.096

Megan Glasser (Social Studies)	Jocelyn Touma (Math)
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F100. FINE ARTS CAMP – NTE 30 HOURS EACH – A2110.140.096

Kathy Costanzo	Christina Custode	Kary Dobbs	Kelly Gawron
Michael Kineke			

PERSONNEL REPORT--CERTIFICATED STAFF (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys (exception - abstained on all personnel items for Christine Barstys),
Mr. Paretto, Mr. Petrozzi, Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

PERSONNEL REPORT--CLASSIFIED STAFF

Mr. Restaino moved for approval of the following Personnel Report for Classified Staff, Items I through XVI.
Mr. Paretto seconded the motion.

I. ABOLISHMENTS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
1	Spec. Ed Classroom Assoc. 5.5 Hrs. GJ Mann	\$15.26 Step 3 w/Longevity A2252.173.067	July 1, 2017
3	Asst. Child Care Associate 6 Hours Niagara Street (2) Maple	\$14.24 Step 3 w/Longevity A2252.173.061 \$13.00/hr. Step 1 A2252.173.061 \$14.14 Step 3 w/Longevity A2252.173.060	July 1, 2017

II. CREATIONS

<u>NUMBER</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
2	Spec. Ed Classroom Assoc. 5.5 Hrs. Cataract Hyde Park	\$15.47/hr. Step 3 w/Longevity A2252.173.057 \$15.22/hr. Step 3 A2252.173.058	June 30, 2017
3	Asst. Child Care Associate 6 Hours Cataract Hyde Park GPS	\$14.43/hr. Step 3 w/Longevity A2252.173.057 \$14.33/hr. Step 3 w/Longevity A2252.173.058 \$13.65/hr. Step 2 A2252.173.049	June 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

III.	<u>RETIREMENTS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Timothy Bernat	Senior General Repairer Maintenance Department	31 years 2 months	June 29, 2017
	Denise Kramarz	Pre-K Classroom Assoc. 5.5 Hrs. 79 th Street	22 years 8 months	June 29, 2017
	Marla McGahey	Secretary I Niagara Street	32 years 10 months	June 29, 2017
	Joyce Weipert	Senior School Monitor 7 Hours GPS	30 years 4 months	June 30, 2017
IV.	<u>RESIGNATIONS</u>			
	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>YEARS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
	Cecelia Barron	Pre-K 3 Classroom Assoc. 5.5 Hrs. Abate	1 year 6 months	June 30, 2017
	Evelyn Rogers	Pre-K Classroom Assoc. 5.5 Hrs. Cataract	9 years 4 months	June 22, 2017
V.	<u>PROMOTIONAL/PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	Deanne Gray <u>R</u>	Assistant Cook 8 Hours Cataract \$17.84/hr. Step 4 w/Longevity C2080.167.057	Cook 8 Hours Kalfas \$19.68/hr. Step 1 w/Longevity C2080.167.059	September 1, 2017 (probationary period ends November 30, 2017)
	Carolyn Rick <u>R</u>	Assistant Cook 8 Hours Niagara Street \$17.74/hr. Step 4 w/Longevity C2080.167.061	Cook 8 Hours LPS \$19.58/hr. Step 1 w/Longevity C2080.167.050	September 1, 2017 (probationary period ends November 30, 2017)
VI.	<u>PROBATIONARY APPOINTMENTS</u>			
	<u>NAME</u>	<u>FROM:</u>	<u>TO:</u>	<u>EFFECTIVE DATE</u>
	Daniel Littere <u>R</u>	General Laborer Specialist Maintenance \$56,806 Step 4 w/Longevity A1625.152.016	General Repairer Maintenance \$57,789 Step 4w/Longevity A1622.162.016	July 1, 2017 (probationary period ends September 30, 2017)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

VII. PROVISIONAL APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION:</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Raymond Granieri <u>R</u>	Administrator for Information Services, Information Services	\$129,318.43 Step 1 A1680.160.020	July 1, 2017
Samantha Scott <u>R</u>	Account Clerk Business Office	\$39,456 Step 1 A1325.164.026	July 1, 2017 (pending pre- employment requirements)

VIII. TEMPORARY APPOINTMENT – SCHOOL BOARD ELECTION

ADDITION: PREPARATION FOR THE SCHOOL BOARD ELECTION (MAY 16, 2017) – NTE 3 HOURS @ \$20.00/HR. A1060.463.028

John Owens

IX. TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Terry Bone	Custodian GJ Mann (Georgia Littere)	\$50,296 Step 1 w/Longevity A1623.162.067	July 1, 2017 – July 31, 2017
Maria Carella	Porter Maple (Mark Palmer)	\$38,290 Step 1 A1623.162.060	July 1, 2017- July 31, 2017
Georgia Littere	Custodian on Special Assignment Maintenance (Timothy Bernat)	\$56,685 Step 4 w/Longevity A1625.162.016	(July 1, 2017 – NTE June 30, 2018)
Daniel Mitchell	Porter Central Office (Terry Bone)	\$41,156 Step 2 w/Longevity A1623.162.015	July 1, 2017 – July 31, 2017
Mark Palmer	Custodian - Central Office (.5) / CEC (.5) (Michael Thompson)	\$51,852 Step 1 w/Longevity A1623.162.015 (.5) A1623.162.052 (.5)	July 1, 2017 – July 31, 2017
C. Earl Smeal	Director of Facilities III Maintenance (David Spacone)	\$96,384.19 Step 1 w/Longevity A1620.160.016	(July 1, 2017 – until Director returns –NTE June 30, 2018)
Florence Swartz	Secretary I (.6) CEC (Julia Destino)	\$35,785 (.6) Step 1 (pro-rated) A2011.164.052	July 1, 2017 – NTE September 30, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

X. EXTENSION OF TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY/ACCT. CODE</u>	<u>EFFECTIVE DATE</u>
Alessandro Capilupi	Porter CEC (Christopher Cafarella)	\$40,106 Step 2 A1623.162.052	July 1, 2017 – July 31, 2017
Ronald Carr	Cleaner 7 Hours District-wide – (CEC (.6) / CO (.4) (Alessandro Capilupi)	\$31,669 Step 2 A1623.167.052 (.6) A1623.167.015 (.4)	July 1, 2017 – July 31, 2017
James Colquitt	Cleaner 7 Hours District-wide – Maple (Tad Golden)	\$31,669 Step 2 A1623.167.060	July 1, 2017 – July 31, 2017
Carolyn Felts	Cleaner 7 Hours District-wide – NFHS (Michele Joyal)	\$31,669 Step 2 A1623.167.045	July 1, 2017 – July 31, 2017
Alesia Jones	Cleaner 7 Hours District-wide – Abate (Patricia Kozlowski)	\$33,364 Step 3 w/Longevity A1623.167.016	July 1, 2017 – July 31, 2017
Shanika Jones	Cleaner 7 Hours District-wide – GJ Mann	\$33,614 Step 3 w/Longevity A1623.167.067	July 1, 2017 – July 31, 2017
Maria McKean	Cleaner 7 Hours District-Wide (Daniel Tunnicliff)	\$32,314 Step 3 A1623.167.016	July 1, 2017 – July 31, 2017
Maria Strangio	Cleaner 8 Hours NFHS (Christopher Cafarella)	\$36,929 Step 3 A1623.167.045	July 1, 2017 – July 31, 2017
Daniel Tunnicliff	Porter Hyde Park School (Rick Dumas)	\$38,290 Step 1 A1623.167.058	July 1, 2017 – July 31, 2017
Kaylee Ulrich	Cleaner 7 Hours District-wide – LPS (Maria Strangio)	\$32,314 Step 3 A1623.167.050	July 1, 2017 – July 31, 2017

XI. REAPPOINTMENTS FOR THE 2017-2018 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2017 – JUNE 30, 2018

A. 1. CLASSROOM ASSOCIATES – PRE-K PROGRAM – ABATE – F2510.177.056.3118 – 5.5 HOURS

Cathlene Dorsogna (Abate)	Kelly Ferguson (Abate)	Paula Fruscione (Abate)	Linda McDonnell (Abate)
Crayuana Page (Abate)	Sandra Shaffer (Abate)	Angela Wagner (Abate)	TBD (Opening – C. Barron)

2. CLASSROOM ASSOCIATES – PRE-K PROGRAM – CATARACT – F2510.177.057.3118 – 5.5 HOURS

Mary Ann Campanella (CES)	Diana Marshall (CES)	TBD (Opening – Evelyn Rogers)	Faith White (CES)
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3. CLASSROOM ASSOCIATES – PRE-K PROGRAM – HYDE PARK – F2510.177.058.3118 – 5.5 HOURS

Kim Dorato (Hyde Park)	Lisa Edwards (Hyde Park)	Shirley Fiocco (Hyde Park)	Dawn Veres (Hyde Park)
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PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. REAPPOINTMENTS FOR THE 2017-2018 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2017 – JUNE 30, 2018

A. 4. CLASSROOM ASSOCIATES – PRE-K PROGRAM – KALFAS – F2510.177.059.3118 – 5.5 HOURS

Patricia Augustino (Kalfas)	Tina Bailor (Kalfas)	Christine DeMartino (Kalfas)	Camille Freeman (Kalfas)
Joanne Genovese (Kalfas)	Carla O'Malley (Kalfas)		

5. CLASSROOM ASSOCIATES – PRE-K PROGRAM & ESL PROGRAM AS NOTED – MANN – F2510.177.067.3118 – 5.5 HOURS

Marie Calvello (Mann)	Annette Davis (Mann)	Christine Edwards (Mann)	<u>ESL PROGRAM F2103.171.067.0118</u> Maria Ganczewski (Mann)
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Robin Kayser (Mann)

6. CLASSROOM ASSOCIATES – PRE-K PROGRAM – MAPLE – F2510.177.060.3118 – 5.5 HOURS

Deborah LaGamba (Maple)	Patricia LeGault (Maple)	Kathleen Sirianni (Maple)	Mary Tyran (Maple)
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7. CLASSROOM ASSOCIATES – PRE-K PROGRAM – NIAGARA STREET – F2510.177.061.3118 – 5.5 HOURS

Lisa Flinchum (NSS)	Angeline Freeman-Harrigan (NSS)	Donald Harris (NSS)	TBD (Opening) (NSS)
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8. CLASSROOM ASSOCIATES – PRE-K PROGRAM – 79TH STREET – F2510.177.065.3118 – 5.5 HOURS

Jessica Hoy	Angela Rubin (79 th)	Cathy White (79 th)	TBD (Opening) (79 th)
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B. CLASSROOM ASSOCIATES – LIBRARY – ELEMENTARY – A2610.175 – 5.5 HOURS

Denise Bradley (79 th)	Mary Ellen Bradley (NSS)	Shelia Lewis (Kalfas)	Ellen McGuire (Mann)
Gloria Panattoni (CES)	Margaret Rowles (Abate)	Kathy Violanti (Maple)	Juliette Willis (Hyde Park)

C. 1. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171 – ELEMENTARY – 5.5 HRS

Michelle Bailey (CES)	James Colquitt (Abate – LOA)	Luciana D'Amico (Hyde Park)	Sharon Gazy (NSS)
Judy Kutis (79 th)	Donna Mariglio (NSS)	Deborah Pucci (Mann)	Grace Stewart (Maple)
Tina Vigrass (Kalfas)	Dona Washington (Abate)		

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. REAPPOINTMENTS FOR THE 2017-2018 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2017 – JUNE 30, 2018 (Continued)

C. 2. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171 – PREP – 6.5 HRS

Anthony Bass (LPS) Anne Marie Fowle (GPS) Brenda Waters (LPS)

3. CLASSROOM ASSOCIATES – PHYSICAL EDUCATION – A2164.171.045 – HIGH SCHOOL – 7 HOURS

Vicky Drylewski (NFHS) Mark Edwards (NFHS) Margaret Sertick (NFHS) Regina Walker (NFHS)

D. CLASSROOM ASSOCIATES – SPECIAL EDUCATION – A2252.173 / OR AS NOTED ONLY – ELEM 5.5 HRS / PREP 6 HRS / HS 6.5 HRS

<u>F2250.177.045.0718</u> Suzanne Akers (NFHS)	Tina Bailor (79 th)	Alida Barreto (NFHS)	Darlane Frazier (LPS)
Christine Goodwin (CES)	Janis Hamner (Cataract)	Brenda Huffman (GPS)	Garry Knight (NFHS)
Kathleen Mauro (NFHS)	William Mayes (NFHS)	Melissa Molly (Cataract)	Latrice Powell (HP)
Debora Russell (NFHS)	Tina Ryan (Abate)	Tammy Siuta (GPS)	Leona Williams (Abate)

E. ASSISTANT CHILD CARE ASSOCIATES – A2252.173 / (F2250.177 AS NOTED ONLY) – 6 HOURS

Linda Barauskas (TBD)	<u>F2250.177.045.0718</u> Stephanie Brown (NFHS)	Patricia Buchman (GPS)	Melanie Bunce (CES)
Vanessa Clay (NFHS)	Nancy Dell (CES)	Laura Erias (CES)	Joan Jacobs (CES)
<u>F2250.177.061.0718</u> Susan Martin (NSS)	Janice Mistretta (TBD)	Lillie Morrisette (Abate)	Cheryl Pries (NFHS)
Theresa Puccio (NFHS)	Alicia Smith (NFHS)	<u>F2250.177.060.0718</u> Terri Sorg (Maple)	Judith Trombley (NFHS)
Patricia Williams (NFHS – LOA)			

F. HEALTH CLINIC ASSOCIATES – A2815.174 – ELEM 6 HOURS / PREP 6.5 HOURS / NFHS 7 HOURS

Michele Brocious (NFHS) Michelle Cutler (NFHS) Mary Ann Fennell (Abate.6/HP.4) Roberta Rubin (NSS)

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. REAPPOINTMENTS FOR THE 2017-2018 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2017 – JUNE 30, 2018 (Continued)

G. SENIOR SCHOOL MONITORS – ELEMENTARY A2101.177 & PREP – A2102.177 – 7 HOURS

Marjorie Breed (CES)	Denise Claps (Mann)	Pamela Fuller (Abate)	Linda Granto (NSS)
Barbara Gruarin (Kalfas)	Deborah Maj (Maple)	Lynda Palmer (79 th)	Elizabeth York (LPS)
(Opening – J. Alfearie) (HP)	(Opening – J. Wiepert) (GPS)		

H. SCHOOL MONITOR LUNCH ELEMENTARY – 3 HOURS

1. CATARACT ELEMENTARY SCHOOL – C2080.176.057

Kathleen Becker	Joan Donahue	Concettina Merante
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2. 79TH STREET SCHOOL – C2080.176.065

Annette Clute	Antoinette Frail
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3. ABATE ELEMENTARY – C2080.176.056

Gail Favalaro	Donna Perrier	Diane Trethewey	TBD (Opening)
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4. HYDE PARK – C2080.176.058

Rachel Denitto	Jacquelyn Perdue	Kimberly Rubin
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5. KALFAS MAGNET – C2080.176.059

Nadine Baugh	Doris McClain	Andrea Woods
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6. GJ MANN – C2080.176.067

Mary Hannold	Maxine Casey
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7. MAPLE AVENUE SCHOOL – C2080.176.060

Michael MacNeil	Elizabeth Pruitt
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8. NIAGARA STREET – C2080.176.061

Renee Bogan	Kathleen Kachurek	Kristi Marcyan
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I. SCHOOL MONITOR LUNCH SECONDARY – 3 HOURS/DAY

1. GASKILL PREPARATORY – C2080.176.049

Maggie Davis	Sharon Thompson
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2. LASALLE PREPARATORY – C2080.176.050

Tenille Benton	Patricia Kline
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PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XI. REAPPOINTMENTS FOR THE 2017-2018 SCHOOL YEAR – EFFECTIVE SEPTEMBER 1, 2017 – JUNE 30, 2018 (Continued)

J. FAMILY SUPPORT ASSISTANTS – CEC – F2103.176.098.8418 – 7 HOURS

Judith Martin Margaret Mozell

K. TECHNOLOGY ASSOCIATES – INFORMATION SERVICES – A1680.177.098 – 6 HOURS

Kasey Dixon	Amber Eagan	Tyrell McKinnon	William Quinn
Alec Scalzo	Nathaniel Smith	Stefany Kurilovitch (On Leave)	Cheryl LaBelle (On Leave)

XII. INVOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Linda Barauskas	Asst. Child Care Assoc. 6 Hours Maple A2252.173.060	Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	September 1, 2017
Christine Goodwin	Spec. Ed Associate 5.5 Hours GJ Mann A2252.173.067	Spec. Ed Associate 5.5 Hours Cataract A2252.173.057	September 1, 2017
Joan Jacobs	Asst. Child Care Assoc. 6 Hours Niagara Street A2252.173.060	Asst. Child Care Assoc. 6 Hours Cataract A2252.173.057	September 1, 2017
Dorothy Mclymore	Food Service Helper 3 Hours Cataract C2080.167.057	Food Service Helper 3 Hours CEC C2080.167.052	September 1, 2017
Janice Mistretta	Asst. Child Care Assoc. 6 Hours Niagara Street A2252.173.060	Asst. Child Care Assoc. 6 Hours TBD A2252.173.0XX	September 1, 2017

XIII. VOLUNTARY TRANSFERS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Denise Noworyta	Cook 8 Hours Kalfas C2080.167.059	Cook 8 Hours GJ Mann C2080.167.067	September 1, 2017
Rosa Strangio	Cook 8 Hours LPS C2080.167.050	Cook 8 Hours Cataract C2080.167.057	September 1, 2017

XIV. CHANGE OF STATUS

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>EFFECTIVE DATE</u>
Charlene Murphy	School Nurse Abate (probationary)	School Nurse Abate	May 14, 2017
Aaron Stom	Senior Network Technician Information Services (probationary)	Senior Network Technician Information Services	June 16, 2017
Judith Trombley	Asst. Child Care Associate 6 Hrs. NFHS (probationary)	Asst. Child Care Associate 6 Hrs. NFHS	June 27, 2017

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

XV.	<u>LEAVE OF ABSENCE</u>	<u>POSITION/LOCATION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>
	<u>NAME</u>			
	Annette Davis	Classroom Associate 5.5 Hours GJ Mann	FMLA (without pay)	May 9, 2017 & May 30, 2017
	Raymond Granieri	Systems Engineer Information Services	Other (to take other District position)	July 1, 2017 – June 30, 2018
	Deanne Gray	Assistant Cook 8 Hours Cataract	Other (to take other District position)	September 1, 2017 – December 31, 2017
	Daniel Littere	General Laborer Specialist Maintenance	Other (to take other District position)	July 1, 2017 – October 31, 2017
	Carolyn Rick	Assistant Cook 8 Hours Niagara Street	Other (to take other District position)	September 1, 2017 – December 31, 2017
	Margaret Rowles	Library Associate 5.5 Hours Abate	Personal (without pay)	Revised Dates: May 12, 2017 – May 18, 2017
	Concettina Spears	Food Service Helper 3 Hours NFHS	Medical (without pay)	March 29, 2017 – May 16, 2017
	Darlene Sprague	Administrator for Information Services	Personal (without pay)	July 17, 2017 – July 28, 2017
XVI.	<u>ADDITIONAL HOURS</u>			
A.	<u>CONNECTION OF CLASSROOM HARDWARE – NTE 6 HOURS EACH – SEPTEMBER 5 & 6, 2017 – A1680.177.098</u>			
	Austin Bouche	Kasey Dixon	Amber Eagan	Tyrell McKinnon
	William Quinn	Alec Scalzo	Scott Sherwood	Nathaniel Smith
B.	<u>NURSE FOR POST PROM – NFHS – NTE 4 HOURS – A2815.550.045</u>			
	Laura Lasher			
C.	<u>HEALTH CURRICULUM REVIEW – NURSES – NTE 15 HOURS EACH – A2110.140.096</u>			
	Margaret Campana	Laura Lasher	Charlene Murphy	Monica Petrishin
	Linda Venuto			

PERSONNEL REPORT--CLASSIFIED STAFF (cont'd.)

- XVI. ADDITIONAL HOURS (Continued)
D. CAMP WOLVERINE JR – CLASSROOM ASSOCIATE – NTE 75 HOURS – A6300.177.098

Melissa Molly
- E. OPENING OF SCHOOL/TRANSPORTATION – MAPLE – NTE 13 HOURS – A2020.178.060

Deborah Maj
- F. NURSE ON BUS FOR SUMMER SCHOOL – NTE 200 HOURS – A6300.167.098

Charlene Murphy
- G. 2017 SUMMER CAMP NON-INSTRUCTIONAL STAFF – NTE 100 HOURS – F2103.164.007.6618

Ellen McGuire (Clerical) Linda Venuto (Nurse) Juliette Willis (Clerical)
- H100. SUMMER HEALTH ASSOCIATE – (JULY 2017 – AUGUST 2017) – NTE 200 HOURS TOTAL – A6300.177.098

Michele Brocious (Substitute)
 Michelle Cutler
- N100. SUMMER SPORTS NURSE – (JULY 2017 – AUGUST 2017) – NTE 225 HOURS TOTAL – A6300.177.098

Monica Petrishin (Substitute) (Substitute)
 Laura Lasher Julia Sturdivant

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION

Mr. Barstys moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Special Education met on March 23, 24, April 27, May 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 23, 24, 26, 30, 31, June 1, 12, 14, and 15, 2017 for the annual review of special education students and March 1, May 10, 11, 16, 17, 18, 19, 22, 23, 24, 25, 26, 30, 31, June 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16 2017 to review and initiate the placement of students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 6/22/17, 4, 4.08](#)) made by the Committee on Special Education for the 2016-2017 and 2017-2018 school year.

The motion was approved unanimously by those present.

REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Mr. Barstys moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Committee on Pre-School Special Education met on May 1, 10, 11, 12, 24, 25, June 8, 12, 13, and 14, 2017 to review and initiate the placement of preschool students with disabilities and on May 4, 9, 10, 18, 23, June 6, 7, 13, and 14, 2017 for the Annual Review of Preschool students with disabilities; and

WHEREAS, It is the responsibility of the Committee on Pre-School Special Education to make known its recommendations to the Board of Education; and

WHEREAS, The Board of Education is required by law to take action on the recommendations made by the Committee on Pre-School Special Education; therefore, be it

RESOLVED, That the Board of Education approve the recommendations ([BoardDocs, see "Meetings", 2017, 6/22/17, 4, 4.09](#)) made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2016-2017 and 2017-2018 school year.

The motion was approved unanimously by those present.

SHORT-TERM CONTRACTS

The following Short-Term Contracts were received and accepted:

	Sponsor	Purpose	Compensation	Date of the Event	Initiator of Contract	Name/Date Reviewed
1	Melinda Scime, Ph.D. 1517 Main Street Niagara Falls, NY 14305	Workshop (Introduction to Yoga and Self Care. Parenting Techniques on the Playground).	\$400	Date and Time TBD	Bryan Rotella	Maria Massaro 6/6/17 Mark Laurrie 6/6/17
2	May Shogan Director of International Exchanges and Education Programs 864 Delaware Avenue Buffalo, NY 14209	Workshop (Cultural Competency Training: Diversity in the Classroom)	\$450	August 3, 2017	Karen Waugaman	Maria Massaro 6/8/17 Mark Laurrie 6/8/17

5. UNFINISHED BUSINESS

5.01 None

6. NEW BUSINESS

6.01 APPROVAL OF RECEIPT OF GIFT FROM JOHNSON CONTROLS, INC.

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Johnson Controls, Inc. has a Black and Decker Compact Refrigerator, valued at \$108; and

WHEREAS, the donation is to be used for the 2017 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Black and Decker Compact Refrigerator valued at \$108.00; and

RESOLVED, That the donation be used for the NFHS 2017 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Johnson Controls, Inc., in care of Ms. Corinna Hopkins, 130 John Muir Drive, Suite 100, Amherst, NY 14228.

The motion was approved unanimously by those present.

6.02 APPROVAL OF RECEIPT OF GIFT FROM RONCO COMMUNICATIONS AND ELECTRONICS, INC.

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Ronco Communications and Electronics, Inc. has an Apple iPad, valued at \$300; and

WHEREAS, the donation is to be used for the 2017 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of an Apple iPad valued at \$300.00; and

RESOLVED, That the donation be used for the NFHS 2017 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Ronco Communications and Electronics, Inc., in care of Ms. Jennifer Knickerbocker, 230 Metro Park, Rochester, NY 14623.

The motion was approved unanimously by those present.

6.03 APPROVAL OF RECEIPT OF GIFT FROM SIMPLEX GRINNELL

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Simplex Grinnell has an Apple iPad, valued at \$300; and

WHEREAS, the donation is to be used for the 2017 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of an Apple iPad valued at \$300.00; and

RESOLVED, That the donation be used for the NFHS 2017 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Simplex Grinnell, in care of Mr. Michael Zyglis, 6850 Main Street, Suite 3, Williamsville, NY 14221.

The motion was approved unanimously by those present.

6.04 APPROVAL OF RECEIPT OF GIFT FROM SIRIUS COMPUTER SOLUTIONS, INC.

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, it has been a practice for organizations and individuals to make contributions to the City School District of the City of Niagara Falls; and

WHEREAS, Sirius Computer Solutions, Inc. has donated a Lenovo Miix 310 tablet, valued at \$300; and

WHEREAS, the donation is to be used for the 2017 Post Prom Party of the City School District of the City of Niagara Falls; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accepts the donation of a Lenovo Miix 310 tablet valued at \$300.00; and

RESOLVED, That the donation be used for the NFHS 2017 Post Prom Party; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to Sirius Computer Solutions, Inc., in care of Ms. Andrea Cellura; 700 Crosskeys Office Park; Suite 740, Fairport, NY 14450.

The motion was approved unanimously by those present.

6.05 APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Code of Conduct; and

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

6.05 APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (cont'd.)

WHEREAS, a public hearing on the proposed Code of Conduct as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 17, 2017; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Code of Conduct as amended, after review by the Committee; and be it further

RESOLVED, that the Code of Conduct as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

The motion was approved unanimously by those present.

6.06 APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Comprehensive District-Wide Safety Plan that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Comprehensive District-Wide School Safety Plan; and

WHEREAS, a District-Wide School Safety Team approved by the District, reviewed and amended the Comprehensive District-Wide School Safety Plan for Niagara Falls City School District in accordance with the laws and regulations; and

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 17, 2017; now, therefore, be it

6.06 APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (cont'd.)

RESOLVED that the Board of Education does hereby approve and adopt the Comprehensive District-Wide School Safety Plan as amended, after review by the District-Wide School Safety Committee; and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purposes of this Resolution.

The motion was approved unanimously by those present.

6.07 APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS, AS AMENDED, AND FILING WITH APPROPRIATE LAW ENFORCEMENT AGENCIES AS REQUIRED BY LAW

Mr. Restaino moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, Building-level School Safety Plans that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the law and regulations adopted and filed Building-level Safety Plans for District Schools; and

WHEREAS, Building-level School Safety Teams, appointed pursuant to the law and regulations for each school within the District, reviewed and amended the Building-level School Safety Plan for their respective school; and

WHEREAS, a Summary of each of the Building-level School Safety Plans as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the Building-level School Safety Plans as amended, as required was held on May 17, 2017; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Building-level School Safety Plans as amended after review by the Building-level School Safety Teams for their respective schools; and be it further

6.07 APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS, AS AMENDED, AND FILING WITH APPROPRIATE LAW ENFORCEMENT AGENCIES AS REQUIRED BY LAW (cont'd.)

RESOLVED, that the Building-level School Safety Plans as amended, be filed with the appropriate law enforcement agencies and the State Police within 30 days from the date of their adoption; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purposes of this Resolution.

The motion was approved unanimously by those present.

6.08 ACCEPTANCE OF FUNDS FOR THE 2016-2017 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTIONS 611 AND 619

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The Federal government, through the State Education Department, has combined two (2) special education grant programs into one (1) consolidated application; and

WHEREAS, Official notification of approval of the application and award in the amount of \$2,096,089 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2016-2017 Federal IDEA Funding for the Education of Students with Disabilities Grant; and

RESOLVED, That the grant award of \$2,096,089 be credited to Revenue Accounts indicated below; and

RESOLVED, That the money be expended in the following function/object codes:

Section 611

Account Code	Description	Budget
F2250.132.098.0717	PER DIEM	\$40,853
F2250.133.045.0717	TEACHER - NFHS	\$168,978
F2250.133.049.0717	PSYCHOLOGIST-GPS	\$89,698
F2250.133.007.0717	PSYCHOLOGIST INTERNS	\$34,000
F2250.133.057.0717	TEACHER - CATARACT	\$53,691
F2250.133.058.0717	TEACHER - HYDE PARK	\$57,218
F2250.133.067.0717	PSYCHOLOGIST - MANN	\$22,424
F2250.138.006.0717	CSE CHAIRPERSON	\$53,893
F2250.143.050.0717	TA - LASALLE	\$15,901
F2250.143.056.0717	TA - ABATE	\$33,391
F2250.143.057.0717	TA - CATARACT	\$63,602
F2250.143.059.0717	TA - KALFAS	\$31,801
F2250.143.061.0717	TA - NIAG STR	\$95,403
F2250.143.065.0717	TA - 79TH	\$63,602
F2250.143.067.0717	TA - MANN	\$63,602
F2250.147.058.0717	PSA - HYDE PARK	\$51,842
F2250.147.067.0717	PSA - MANN	\$51,842
F2250.164.007.0717	SECRETARY/CLERICAL	\$85,140
F2250.177.045.0717	ASSOC: NFHS	\$31,868
F2250.177.060.0717	ASSOC: MAPLE	\$15,171

**6.08 ACCEPTANCE OF FUNDS FOR THE 2016-2017 FEDERAL IDEA FUNDING
FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT –
SECTIONS 611 AND 619 (cont'd.)**

Section 611

<u>Account Code</u>	<u>Description</u>	<u>Budget</u>
F2250.132.098.0717	PER DIEM	\$40,853
F2250.133.045.0717	TEACHER - NFHS	\$168,978
F2250.133.049.0717	PSYCHOLOGIST-GPS	\$89,698
F2250.133.007.0717	PSYCHOLOGIST INTERNS	\$34,000
F2250.133.057.0717	TEACHER - CATARACT	\$53,691
F2250.133.058.0717	TEACHER - HYDE PARK	\$57,218
F2250.133.067.0717	PSYCHOLOGIST - MANN	\$22,424
F2250.138.006.0717	CSE CHAIRPERSON	\$53,893
F2250.143.050.0717	TA - LASALLE	\$15,901
F2250.143.056.0717	TA - ABATE	\$33,391
F2250.143.057.0717	TA - CATARACT	\$63,602
F2250.143.059.0717	TA - KALFAS	\$31,801
F2250.143.061.0717	TA - NIAG STR	\$95,403
F2250.143.065.0717	TA - 79TH	\$63,602
F2250.143.067.0717	TA - MANN	\$63,602
F2250.147.058.0717	PSA - HYDE PARK	\$51,842
F2250.147.067.0717	PSA - MANN	\$51,842
F2250.164.007.0717	SECRETARY/CLERICAL	\$85,140
F2250.177.045.0717	ASSOC: NFHS	\$31,868
F2250.177.060.0717	ASSOC: MAPLE	\$15,171
F2250.177.061.0717	ASSOC: NIAG ST	\$15,171
F2250.404.007.0717	CONSULTANTS	\$394,287
F2250.409.007.0717	TRAVEL/CONFERENCES	\$5,050
F2250.540.007.0717	SUPPLIES	\$7,030
F2250.803.096.0717	FICA/MEDICARE	\$86,516
F2250.800.096.0717	CLASSIFIED PENSION ERS	\$30,065
F2250.802.096.0717	CERTIFIED PENSION TRS	\$138,850
F2250.807.096.0717	HEALTH INSURANCE	\$194,936

TOTAL \$1,995,824

Revenue Code: F4256.070.17

Section 619

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
F2250.133.058.7317	TEACHER – Hyde Park	\$ 17,636
F2250.143.007.7317	PEP TA – Abate	14,310
F2250.404.007.7317	CONTRACTUAL	60,696
F2250.540.007.7317	SUPPLIES	7,278
F2250.409.007.7317	TRAVEL	345
TOTAL		\$100,265

Revenue Code: F4256.730.17

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: Federal IDEA Funding for the Education of Students with Disabilities
3. Funding Source: The State Education Department
4. Total Budget: \$2,096,089
5. Total Staff: 28.55
6. Number of Clients Served: 1,405

6.08 ACCEPTANCE OF FUNDS FOR THE 2016-2017 FEDERAL IDEA FUNDING FOR THE EDUCATION OF STUDENTS WITH DISABILITIES GRANT – SECTIONS 611 AND 619 (cont'd.)

7. Objectives

- Increase the number of students passing the Standards
- Increase the number of students receiving a Regent's Diploma
- Decrease the number of students requiring Special Education Services
- To develop staff awareness of cultural differences through diversity training
- To establish and maintain individual or joint committees on preschool special education for the education of resident preschool children with handicapping conditions who have attained the age of three (3)

8. Major Evaluation

- Conduct Annual Review of children

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.09 ACCEPTANCE OF FUNDS FOR THE 2017-2018 CN EQUIPMENT ASSISTANCE GRANT

Mr. Restaino moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The New York State Education Department (NYSED) issued a food service equipment assistance grant application for schools to supplement current budgets with additional funds for the exclusive purpose of purchasing large pieces of food service equipment that tend to be expensive; and

WHEREAS, NYSED pre-determined the eligible school within our District is Maple Avenue Elementary School; and

WHEREAS, District staff has prepared and submitted an application for the CN Equipment Assistance Grant and official notification of approval of the application and award in the amount of \$20,000 has been received; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2017-2018 CN Equipment Assistance Grant; and

6.09 ACCEPTANCE OF FUNDS FOR THE 2017-2018 CN EQUIPMENT ASSISTANCE GRANT (cont'd.)

RESOLVED, That the grant award of \$20,000 be credited to Revenue Account F4289.180.18 CN Equipment Assistance Grant; and

RESOLVED, That the money be expended in the following function/object codes:

<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
F2103.200.060.1818	Equipment: Maple	\$20,000
TOTAL		\$20,000

Revenue Code: F4289.180.18

ABSTRACT

1. School District: Niagara Falls City School District
2. Title of Project: CN Equipment Assistance Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$20,000
5. Major Objective:

To provide supplement current budgets with additional funds for the exclusive purpose of purchasing large pieces of food service equipment that tend to be expensive.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.10 APPROVAL OF DISTRICT ELEMENTARY MATHEMATICS RESOURCES, GRADES KINDERGARTEN THROUGH FIVE, RECOMMENDATION

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education has approved a Curriculum Development Process and schedule for Curriculum Development – Textbook Adoptions; and

WHEREAS, Elementary classroom teachers have recommended these resources which align to the Common Core Learning Standards for New York State; and

WHEREAS, the resources are on display in the Office of Curriculum and Instruction; and

6.10 APPROVAL OF DISTRICT ELEMENTARY MATHEMATICS RESOURCES, GRADES KINDERGARTEN THROUGH FIVE, RECOMMENDATION (cont'd.)

WHEREAS, A waiver of the required thirty (30) day tabling is requested to allow for the purchase and delivery of the books and for providing staff development for the 2017-2018 school year; therefore be it

RESOLVED, That the Niagara Falls Board of Education hereby approves the curriculum/textbook recommended by elementary teachers; and further;

RESOLVED, That the Board of Education hereby waives the required thirty (30) day tabling so as to allow for the purchase and delivery of the textbooks for the 2017-2018 school year; and further

RESOLVED, That the following textbooks be ordered:

<u>Grade Levels</u>	<u>Text/Material</u>	<u>Publisher</u>
Grades Kindergarten through Five	Investigations in Number, Data, and Space	TERC/Pearson

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.11 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS MATERIALS – CORE PROGRAM RESOURCE FOR READING AND WRITING IN GRADE 4, RECOMMENDATION

Mr. Paretto moved for approval of the following resolution. Mr. Restaino seconded the motion.

WHEREAS, The Board of Education has approved a Curriculum Development Process and schedule for Curriculum Development – Textbook Adoptions; and

WHEREAS, A committee has recommended a Grade 4 Literacy (reading and writing) program and classroom resources which align to the Common Core Learning Standards for New York State; and

WHEREAS, The resources are on display in the Office of Curriculum and Instruction;
and

6.11 APPROVAL OF DISTRICT ENGLISH LANGUAGE ARTS MATERIALS – CORE PROGRAM RESOURCE FOR READING AND WRITING IN GRADE 4, RECOMMENDATION (cont'd.)

WHEREAS, A waiver of the required thirty (30) day tabling is requested to allow for the purchase and delivery of the books for the 2017-2018 school year; therefore be it

RESOLVED, That the Niagara Falls Board of Education hereby approves the curriculum/textbook recommended by the Committee; and further

RESOLVED, That the Board of Education hereby waives the required thirty (30) day tabling so as to allow for the purchase and delivery of the textbooks for the 2017-2018 school year; and further

RESOLVED, That the following textbooks be ordered:

<u>Grade Level</u>	<u>Text/Material</u>	<u>Publisher</u>
Grade 4	Journeys	Houghton Mifflin Harcourt

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.12 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL (“NYSIR”), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CYBER SECURITY INSURANCE WITH THE INDIAN HARBOR INSURANCE COMPANY THROUGH XL CATLIN CYBER AND TECHNOLOGY INSURANCE FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FIRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$110,603 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. (“PUPIL BENEFITS”), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2018

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

6.12 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CYBER SECURITY INSURANCE WITH THE INDIAN HARBOR INSURANCE COMPANY THROUGH XL CATLIN CYBER AND TECHNOLOGY INSURANCE FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FIRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$110,603 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

WHEREAS, the City School District of the City of Niagara Falls purchases property and equipment, general liability, automobile, umbrella, inland marine, crime, cyber security, student accident, excess workers' compensation and builder's risk (for capital construction) insurance to protect the school system from many perils and legal liabilities.; and

WHEREAS, the Board of Education acknowledges it has insurance requirements that require specific endorsements and that without those endorsements the District would be exposed to significant out-of-pocket costs; and

WHEREAS, NYSIR provides the required endorsements and proof of coverage has been demonstrated; and

WHEREAS, it is advantageous to bind crime insurance with the Travelers Casualty and Surety Company of America; and

WHEREAS, it is advantageous to bind cyber security insurance with Indian Harbor Insurance Company and to bind excess workers' compensation insurance through State National Insurance Company; and

WHEREAS, Pupil Benefits is the low cost proposal for student accident insurance (athletes only) and has provided outstanding service as the incumbent insurance provider; therefore be it

RESOLVED, The Board of Education approves binding property and equipment, general liability, automobile, umbrella, inland marine and crime insurance with NYSIR, as proposed for the dollar amount of \$TBD; to bind crime insurance through Travelers Casualty and Surety Company of America, as proposed for the dollar amount of \$TBD; to bind cyber security insurance with the Indian Harbor Insurance Company through XL Catlin Cyber and Technology Insurance as broker, as proposed for the dollar amount of \$TBD; binding excess workers compensation insurance with the State National Insurance Company through FNRM as broker, as proposed for the dollar amount \$110,603 and binding student accident insurance with Pupil Benefits, as proposed for the dollar amount of \$13,500, for the period July 1, 2017 to June 30, 2018.

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

6.12 APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CYBER SECURITY INSURANCE WITH THE INDIAN HARBOR INSURANCE COMPANY THROUGH XL CATLIN CYBER AND TECHNOLOGY INSURANCE FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$TBD; TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH THE STATE NATIONAL INSURANCE COMPANY THROUGH FIRM AS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$110,603 AND TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$13,500, FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2018 (cont'd.)

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.13 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/17-8/31/17

Mr. Barstys moved for approval of the following resolution. Mr. Vilardo seconded the motion.

WHEREAS, The District has leased classroom facilities to Board of Cooperative Educational Services (BOCES) for Summer School; and

WHEREAS, BOCES is again requesting Lease of eighty (80) rooms in Niagara Falls High School, which Lease will commence 7/1/17 and terminate 8/31/17; and

WHEREAS, A Lease has been negotiated with BOCES providing among other things for rental, computed on an hourly rate, and for reimbursement to the District for actual costs incurred in furnishing other services; and

WHEREAS, Board action is required at this time in order that BOCES can occupy the premises to conduct Summer School; now therefore it be

RESOLVED, That the Lease for classroom facilities at Niagara Falls High School by Board of Cooperative Educational Services for period 7/1/17-8/31/17, attached hereto, be approved; and further be it

6.13 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/17-8/31/17 (cont'd.)

RESOLVED, That the Lease is subject to further modifications by the Superintendent of Schools or the School District Attorney as they may deem appropriate; and further be it

RESOLVED, That the President of the Board of Education be authorized to execute said contract; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

**ORLEANS-NIAGARA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
4232 SHELBY BASIN RD
MEDINA NY 14103**

LEASE DOCUMENT

The Board of Education of **Niagara Falls City School District** hereby agrees to lease the facilities described below to the Board of Cooperative Educational Services of Orleans and Niagara Counties. The Board of Cooperative Educational Services of Orleans and Niagara Counties hereby agrees to take the facilities for the term below specified. This Agreement and the Lease of the facilities shall take effect on 7/1/17 and shall terminate on 8/31/17. Payment of the rent shall be made annually in the first scheduled lease payment in November, 2017. The rent amount will be determined by actual program usage calculated on an hourly basis as described below.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall (a) to the fullest extent permitted by law, indemnify and hold harmless the District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this agreement; (b) shall maintain general liability in the minimum amount of \$1,000,000.00 each occurrence with aggregate amount of \$2,000,000.00 and an excess liability coverage of \$5,000,000.00 for loss of life or bodily injury to one or more persons and property damage. All policies shall name the District, as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

In the event of destruction or damage of the leased premises rendering the same untenable by BOCES for its purposes, there shall be an abatement and/or pro rata adjustment of the rents due hereunder.

The facilities which are the subject of this Lease are estimated to be **80 rooms at the Niagara Falls High School.**

The Board of Cooperative Educational Services of Orleans and Niagara counties shall pay rent based on an hourly rate. The hourly rate is calculated based on the current school year classroom rate as follows:

Annual classroom rate ÷ 200 days ÷ 7.5 hours/day = hourly rate

\$8,000 ÷ 200 days ÷ 7.5 hours/day = \$5.33 hourly rate

6.13 APPROVAL OF LEASE FOR CLASSROOM FACILITIES AT NIAGARA FALLS HIGH SCHOOL BY BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR PERIOD 7/1/17-8/31/17 (cont'd.)

The hourly rate will be applied to the actual classroom usage as reported by the Summer School Building Principal and verified by the parties.

The Board of Cooperative Educational Services of Orleans and Niagara counties shall reimburse the District as additional rent for the actual cost incurred by District to provide the following: security officers, custodian supplies, copy paper consumption, other consumables, use of copy machines, use of Smart Boards, issuing prox cards, if any or all are requested by BOCES all not to exceed \$3,000.00 unless otherwise agreed to by the Parties.

DATED: May 10, 2017

BOARD OF EDUCATION OF
THE CITY OF NIAGARA FALLS

By: _____
President

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES OF
ORLEANS/NIAGARA COUNTIES

By: _____
President

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo, and Mr. Cancemi

Nays: None

Carried

6.14 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2017– 6/30/2018

Mr. Petrozzi moved for approval of the following resolution. Mr. Paretto seconded the motion.

WHEREAS, The District provides health care benefits to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining Agreements; and

WHEREAS, The Superintendent recommends the consultant/broker agreement with M&T Insurance Agency Inc. (MTIA), be renewed for the period July 1, 2017 through June 30, 2018 and that MTIA subcontract the third party administrator services. Attached is a copy of the proposed consultant/broker agreement with MTIA ([BoardDocs, see “Meetings”, 2017, 6/22/17, 6, 6.14](#)) ;

6.14 APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND M&T INSURANCE AGENCY, INC. FOR 7/1/2017– 6/30/2018 (cont'd.)

RESOLVED, That the Board of Education hereby approves the consultant/broker agreement between the City School District of the City of Niagara Falls, New York and the M&T Insurance Agency Inc.; and further

RESOLVED, That the agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED The President be and is hereby authorized to execute the attached contract and any and all documents necessary to implement this Resolution including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached contract and all documents necessary to implement this Resolution.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Mr. Restrain,

Carried

6.15 APPROVAL OF AGREEMENT WITH CASUALTY ACTUARIAL CONSULTANTS, INC. TO ACT AS CONSULTANTS AND SUBMIT DETAILED REPORT PERTAINING TO THE DISTRICT'S WORKERS' COMPENSATION RESERVES

Mr. Paretto moved for approval of the following resolution. Mr. Barstys seconded the motion.

WHEREAS, NCA Comp has acted and will act as Service Agent for the District's self-insurance Workers' Compensation Program; and

WHEREAS, Monies are held in appropriation code A 863 which have been have been budgeted to cover the projected costs of additional development on known claims, as well as those claims that are incurred but not reported as of the financial statement reporting dates; and

6.15 APPROVAL OF AGREEMENT WITH CASUALTY ACTUARIAL CONSULTANTS, INC. TO ACT AS CONSULTANTS AND SUBMIT DETAILED REPORT PERTAINING TO THE DISTRICT'S WORKERS' COMPENSATION RESERVES (cont'd.)

WHEREAS, The Board of Education wishes to contract with Casualty Actuarial Consultants, Inc., for the preparation of a loss reserve analysis report to ensure that reserve amounts are appropriately budgeted in future fiscal years; and

WHEARAS Casualty Actuarial Consultants, Inc. has agreed to provide the District with detailed loss reserve analysis of the current workers' compensation claims for the fee of \$4,800.00, as outlined in the attached Agreement, therefore be it

RESOLVED, That the Board of Education approve the Agreement, [\(BoardDocs, see "Meetings", 2017, 6/22/17, 6, 6.15\)](#) authorizing payment not to exceed \$4,800.00 to Casualty Actuarial Consultants, Inc., for the preparation of a detailed loss reserve analysis report; and

RESOLVED, That the agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED, That the President of the Board be authorized and directed to execute such Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Vilardo, and Mr. Cancemi

Nays: None

Abstention: Mr. Restrain

Carried

6.16 APPROVAL OF PROPOSED RESOLUTIONS FOR SUBMISSION TO NYSSBA TO SEEK LEGISLATION TO AMEND THE PROPERTY TAX CAP LEGISLATION AND TO AMEND EDUCATION LAW ARTICLES 41 AND 53

Mr. Petrozzi moved for approval to add to the agenda Item 6.16 Approval of Proposed Resolutions for Submission to NYSSBA to Seek Legislation to Amend the Property Tax Cap Legislation and to Amend Education Law Articles 41 and 53 for Board action. Mr. Barstys seconded the motion.

The motion was approved unanimously by those present.

6.16 APPROVAL OF PROPOSED RESOLUTIONS FOR SUBMISSION TO NYSSBA TO SEEK LEGISLATION TO AMEND THE PROPERTY TAX CAP LEGISLATION AND TO AMEND EDUCATION LAW ARTICLES 41 AND 53 (cont'd.)

Mr. Restaino moved for approval of the following resolutions. Mr. Barstys seconded the motion.

RESOLVED, that the New York State School Boards Association seek legislation to amend the Property Tax Cap legislation to round up negative **Tax Levy Limits**, with exclusions to zero.

RATIONALE

- Chapter 97 of the Laws of 2011 established a tax levy limit (generally referred to as the tax cap) that affects all local governments including school districts.
- In calculating this levy limit it is possible for the resultant limit to be a negative amount. Despite the districts attempt to maintain a zero increase, a successful budget vote would require a 60 percent majority to override the calculated negative statutory limit. We feel this is an unnecessarily onerous requirement given the already difficult ability to raise local funds as well as the limitations in state funding.
- We ask that legislation be put forward that would amend the Levy Limit calculation. That any Tax Levy Limit calculation that results in a negative amount be rounded to zero and need only a 50 percent approval to pass.

RESOLVED, that the New York State School Boards Association (NYSSBA) support legislation amending Education Law Articles 41 and 53 to provide sufficient time for objections to be made to nominating petitions filed by candidates for membership on the district board of education, and for determination by the Board of Education as to the sufficiency of objections filed, in Small City School Districts.

RATIONALE

- The education of all children is a primary and basic government objective and obligation.
- Residents of a school district are entitled to having the right to ensure that those nominated to serve on the Boards of Education, charged with the responsibility of directing and overseeing the education of our children, have the required legal qualifications to serve as Board Members.
- The time periods for filing of petitions and the finalizing of the ballot provided in the law deprives residents of small city school districts, the right to object to the sufficiency of the petitions filed on behalf of candidates nominated to the Board of Education.
- The current law provides for the last day to file nominating petitions in Small City School Districts to be 5:00 p.m. twenty (20) days prior to the election date.
- The current law also provides for finalizing of the ballot on the day after the last day for filing petitions.
- Education law section 2608 should be amended to provide that petitions be filed in the office of the clerk of board of education between the hours of nine a.m. and five p.m. on or before the thirtieth day preceding the date of the annual election as is provided for school districts other than small city school districts.

6.16 APPROVAL OF PROPOSED RESOLUTIONS FOR SUBMISSION TO NYSSBA TO SEEK LEGISLATION TO AMEND THE PROPERTY TAX CAP LEGISLATION AND TO AMEND EDUCATION LAW ARTICLES 41 AND 53 (cont'd.)

- Education Law 2608 should be further amended by adding that written specific objections to petitions be filed in the office of the clerk of the board of education within five days after the last day for filing of petitions and the Board of Education make its determination as to the objections filed on or before the twentieth day preceding the annual election, by either permitting or refusing to have the name of the candidate placed on the ballot for the annual election.
- The provisions of Education Law paragraph b of subdivision two of section 2032 should be amended to provide the names of the candidates be arranged in the order as determined by drawing by lot, to be conducted by the clerk of the board of education on the day after the last possible day for the determination to be made by the Board as to the objections.
- The proposed legislation, amending the Education law, will permit residents who are qualified voters of the district, sufficient time to file written objections with the clerk of the board to petitions filed on behalf of prospective candidate and for the Board of Education to make its determination as to the objection by either permitting or denying the candidate's name to be placed on the ballot of the annual election.
- The proposed legislation will also permit the ballot to be fixed in sufficient time before the annual election.

The vote on the motion was as follows:

Ayes: Mr. Barstys, Mr. Paretto, Mr. Petrozzi,
Mr. Restaino, Mr. Vilardo and Mr. Cancemi

Nays: None

Carried

7. REVIEW OF THE PROPOSED POLICY(IES)

7.01 None

8. REPORTS AND COMMENTS

To follow after Advanced Planning.

9. ADVANCED PLANNING

9.01 Future Agenda Items

Mr. Laurrie called attention to future agenda items as noted.

REPORTS FROM THE SUPERINTENDENT OF SCHOOLS



Mr. Mark Laurie
June 22, 2017

Congratulations to all award recipients and the student presenters.

Teaching staff, support staff, administration - thank you for a great closing of school. Everything was smooth, calm, and engaging. We couldn't do it without the staff we have. Thank you to the students of NFHS, for their decorum and safety – their elegance and grace at the prom and post prom. And a special thank you to Mr. Rico Slaiman, who headed up the post prom party.

Kudos to Judie and Darlene – we now have a mobile app – one stop shopping to get to District website. We are moving in the right direction. With Judie, we have a new website coming for 2017-18. I appreciate those two things.

Thank you to Ms. Amy Chiarella for the graduation walk where the seniors donned their caps and gowns early and returned to their elementary and prep schools and thanked their teachers. The seniors also spoke to the children about what it takes. I received nothing but positive feedback. Thank you NFHS students and Mrs. Chiarella for embracing that idea.

Chess is taking off huge in the District. It is our goal to have it in elementary and prep schools, and competitive at NFHS.

Thank you to Mr. Richard Carella, Mrs. Linda Hohmann, and Ms. Cathy Sullivan, and the whole group. We have 820 students enrolled in the summer program. Mr. Carella is monitoring that and all the curriculum and instruction work.

Congratulations to Mr. Smeal, who will temporarily take over the Facilities Management team – I appreciate Earl stepping up.

Mr. Latham had an idea after looking at Niagara Catholic windows with headlines. He is working with Mrs. Glaser and we will be putting up in the District's windows:

[#NFHSPUBLICSCHOOLPROUD](#)

COMMENTS BY BOARD MEMBERS

Congratulations to all award recipients and the student presenters.

Mr. Vilardo: Commended the Leadership Academy for the extra time they put in to take the class, and Mrs. Annie Carr for her great comments and her work for the District. I was fortunate to be invited to Abate for a Flag Day concert. The kids did a great job. It is an example of the great kids we have in the District. I wish everyone a healthy and safe summer.

Mr. Petrozzi: Have a good summer everyone and good luck Saturday.

COMMENTS BY BOARD MEMBERS (cont'd.)

Mr. Barstys: Thanks to Mr. Cancemi for his leadership on the Board and the HR Department at this time of year. Mrs. Annie Carr – thank you for all of your hard work. Ray Granieri – congratulations, I couldn't be happier. Annie spoke about it in her letter about Mr. Laurie and I echo her sentiments. Mr. Laurie makes it a lot easier for us to be away from our families. It's great working with him. The Leadership Academy is a great thing. I am a graduate of "Carmen College" and it was a lot harder back then. Maria – top quality in everything she does. Thank you. Have a great summer.

Mr. Restaino: Congratulations retirees on your career and the effort they put in with their time in the District. My appreciation to fellow board members and all the time put in. Also to the Golden Apple award winner, Mrs. Hedgepeth, and what she has committed herself to. Her commitment is second to none. Leadership Class – I'm sure Ms. Massaro makes those classes very enjoyable as is the quality of her nature. It's nice getting a chance to meet you folks – the Superintendent's mission is going to be accomplished. Be safe this summer – it's going to be busy. To all of the District employees - thank you.

Mr. Paretto: Thank you to Mr. Cancemi for your leadership – excellent job. All my colleagues, staff, the Superintendent - it's been an enjoyable school year. Thank you for all the hard work - staff, personnel, leadership, new awardees, Mr. Granieri, Mr. Rico Slaiman, and to all the parents and staff that put together post prom and class day. I was able to be a part of it with my son Michael graduating, and I know it takes a lot of work and all the businesses and people that donated to post prom. There was a lot of stuff coming in. It really goes to show how wonderful it is to live in this City. We look through things in bad lights, but when it comes down to it, Niagara Falls is one of the best places to live – where we grew up. God bless all of you and I wish you a good happy and safe summer.

Mr. Cancemi: Thank you colleagues for allowing me to serve - it's been ok, it's been great. Mr. Laurie I extend my hand out to you. Ms. Massaro – the Leadership Academy is a good thing. To Abate – I've never seen a better concert than I did this year. K and 1st graders singing solos. I know how great your guys are – how great teachers are in the District. You guys are great and I'm proud to be a member.

EXECUTIVE SESSION

At 8:15 p.m., a motion for Executive Session was made by Mr. Restaino to discuss personnel matters which may lead to the demotion/discipline/suspension/dismissal or removal of a person, persons, or corporation, seconded by Mr. Barstys; motion passed unanimously by those present.

ADJOURNMENT

Executive Session was adjourned and the Regular meeting was reconvened and adjourned at approximately 9:15 p.m. on the motion made by Mr. Restaino, seconded by Mr. Paretto in memory of the following; all were in favor.

- *Mr. John A. Bradley III, son of Beverly Bradley (Asst. Cook @ Niagara Street)
- *Ms. Lorrie A. Barone, sister of Tami Roscetti (Food Service Helper)
- *Mr. Edwin Veihdeffer, retired Custodian
- *Mrs. Yolanda Pascucci, retired secretary in the Business Office
- *Mr. Ronald L. Corsaro, Sr., father of Lisa Malpica (3rd Grade teacher @ Cataract)

Respectfully submitted,



Ruthel D. Dumas, District Clerk, rdd

Patti Felton, Note Taker