

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

**Minutes**

**07/07/2022 Re-Organization Board Meeting 5:00 pm**

**Administration Office Board Auditorium**

Present: M. Laurrie, E. Bass (Remote), R. Bilson, V. Cancemi, M. Capizzi, C. Dunn, P. Kudela (Remote), A. Paretto, R. Petrozzi, N. Vilardo

Staff Present: R. Carella, J. Doerr, R. Granieri, R. Holody, J. Jacklin, A. Massaro, M. Massaro, J. Roscetti, and E. Smeal.

1. **Call to Order** at 5:09 PM

**1.01** Pledge of Allegiance

2. Prayer – Mrs. Dunn

Roll Call was taken, all present.

A motion was made by Mr. Vilardo to appoint Ms. Wendy Tedesco as District Clerk Pro Temp for tonight's Reorganization meeting in the absence of Mrs. Glaser. Mr. Bilson seconded the motion. A roll call vote was taken. There were 7 Yes votes, 0 No votes. Note: Mr. Cancemi and Mr. Capizzi were excluded from the vote, as they have not been sworn into office yet. Motion carried.

2. **Administration of Oath to Elected Board Member**

**2.01** Oath of Office (Mr. Massaro administered the Oath of Office to the Re-Elected and Newly Elected Board Member, Mr. Capizzi and Mr. Cancemi.)

**2.02** Nomination(s)/Appointment of Temporary Chairman. A motion was made by Mr. Vilardo to appoint Mr. Massaro as Temporary Chairman. The motion was seconded by Mr. Petrozzi. Motion carried.

3. **Election of Officers**

**3.01** President of the Board (SG4) – Mr. Cancemi and Mr. Vilardo made a motion to open the nominations for President of the Board. Mr. Bilson nominated Mr. Petrozzi for President of the Board. No other nominations were made. Mr. Bilson and Mr. Vilardo made a motion to close the nominations. A roll call vote to appoint Mr. Petrozzi President of the Board was taken. There were 9 Yes votes, 0 No votes. Motion carried.

**3.02** Vice President of the Board (SG4) – Mr. Vilardo and Mr. Bilson made a motion to open the nominations for Vice President of the Board. Mr. Vilardo nominated Mr. Paretto for Vice President of the Board. No other nominations were made. Mr. Bilson and Mr. Cancemi made a motion to close the nominations. A roll call vote to appoint Mr. Paretto Vice President of the Board was taken. There were 9 Yes votes, 0 No votes. Motion carried.

1.

3. Administration of Oath to Elected Officers (SG4) – Mr. Petrozzi and Mr. Paretto were sworn in by Mr. Massaro

#### **4. Appointments**

- 4.01 District Clerk (SG4)
- 4.02 Internal Claims Auditor (SG 3)
- 4.03 Unemployment Insurance Consultant (SG 3)
- 4.04 Employees Having Access to Records of Handicapped Children (SG 1)
- 4.05 Public Records Access Officer (SG4)
- 4.06 Records Management Officer (SG4)
- 4.07 District Treasurer (SG 2)
- 4.08 Tax Collector (SG 2)
- 4.09 Medicaid Compliance Officer/Medicaid Compliance Policy (SG 3)
- 4.10 Director of School Health Services (SG 1)
- 4.11 Data Privacy Information Officer (SG 3)
- 4.12 Chief Emergency Officer (SG 1, 2)

Mr. Cancemi made a motion to accept appointments. Motion was seconded by Mr. Paretto. A roll call vote was taken. 9 Yes votes, 0 No votes.

#### **5. Designations**

##### **5.01 Official Bank Depositories (SG 3)**

- 5.02 Transfer Agent for Debt Service (SG 3)
- 5.03 Municipal Bond Consultant (SG 3)
- 5.04 Bonding Attorneys (SG 3)
- 5.05 Official Newspaper (SG 4)
- 5.06 Regular Monthly Meetings (SG 4)
- 5.07 Board Representative – Selection of Impartial Hearing Officers (SG 1)

Mr. Cancemi made a motion to accept the designations. The motion was seconded by Mr. Paretto. A roll call vote was taken. 9 Yes votes, 0 No votes.

#### **6. Authorizations**

- 6.01 Purchasing Agent (SG 3)
- 6.02 Certification of Payrolls (SG 2, 3)

Mr. Cancemi made a motion to accept the authorizations. The motion was seconded by Mr. Paretto. A roll call vote was taken. 9 Yes votes, 0 No votes.

#### **7. Policy**

- 7.01 Purchasing Procedures Policy

Mr. Paretto made a motion to accept the purchasing policy. Mr. Bilson seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes.

#### **8. Adjournment**

**8.01** A motion to adjourn the meeting was made by Mr. Cancemi and seconded by Mr. Bilson at 5:27 PM.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

## **Minutes**

**07/07/2022 Regular Board Meeting 5:30 pm**

### **Administration Office Board Auditorium**

Present: M. Laurrie, E. Bass (Remote), R. Bilson, V. Cancemi, M. Capizzi, C. Dunn, P. Kudela (Remote), A. Paretto, R. Petrozzi, N. Vilardo

Staff Present: R. Carella, J. Doerr, R. Granieri, R. Holody, J. Jacklin, A. Massaro, M. Massaro, J. Roscetti, and E. Smeal.

### **1. Agenda Review Session**

**1.01** Topics (*see BoardDocs*)

### **2. Call to Order**

**2.01** Roll Call

A motion was made by Mr. Vilardo to appoint Ms. Wendy Tedesco as District Clerk Pro Temp for tonight's Reorganization meeting in the absence of Mrs. Glaser. Mr. Bilson seconded the motion. A roll call vote was taken. There were 9 Yes votes, 0 No votes. Motion carried.

Roll call was taken, all present.

### **3. Letters and Communications**

**3.01** Oral Communications – Public Comment on agenda-related items

**3.02** Written Communications – No written communications

### **4. Recommended Actions from the Superintendent of Schools - Routine Matters**

**4.01&4.02 Together**

**4.01** Approval of Minutes

**4.02** Approval of Budget Transfer - #11

Motion was made by Mr. Paretto and seconded by Mr. Cancemi to approve the Minutes and Budget Transfer #11. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

**4.03** Approval of the following bids (SG 3)

- Electrical Supplies Bid #2
- Plumbing Supplies Bid #3
- Athletic Apparel Ingame Uniforms Bid #4

Mr. Paretto asked if the electric and plumbing supply companies agreed to lock in their pricing for 12 months. Mr. Smeal responded that the pricing will hold only for about 6 months and that it may be necessary to make another bid application down the road.

Mr. Vilardo asked if AdPro is a local vendor. Mr. Laurrie indicated that their address is in Buffalo.

A motion was made by Mr. Paretto and seconded by Mr. Cancemi to approve the bids. A roll call vote was taken. 9 Yes votes, 0 No votes.

**4.04 Treasurers Reports (SG3) – Received & Filed**

**4.05 Budget Status Report (SG3) – Received & Filed**

**4.06 Personnel Report – Certificated (SG 1, 2)**

Mr. Laurrie praised the efforts of Ms. Massaro who was able to fill 99.2 percent of the open positions for the District. Only one science teacher and two school psychologists positions remain unfilled. Ms. Massaro will continue to look for candidates to fill those three positions.

Mr. Cancemi made a motion to accept the report, which was seconded by Mr. Paretto. A roll call vote was taken to accept the Personnel Report – Certificated. 9 Yes votes, 0 No votes. Motion carried.

**4.07 Personnel Report - Classified (SG 1, 2)**

Mr. Laurrie mentioned that there is still work to do in the area of classroom associate positions. However, there are still two months before the start of the school year. There is a job fair planned for August 9. In regards to the Director of Safety, Mr. DalPorto was given a well-deserved increase in salary. Mr. DalPorto has been working tirelessly to meet the needs of the District.

Mr. Cancemi made a motion to accept the report, which was seconded by Mr. Vilardo. A roll call vote was taken to accept the Personnel Report – Classified. 9 Yes votes, 0 No votes. Motion carried.

Ms. Massaro noted that there is also an Addendum to the Classified Personnel Report that must be voted on. Mrs. Dunn made a motion to accept the Addendum. Mr. Paretto seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

**4.08 & 4.09 Together**

**4.08 Report from Committee on Special Education (SG 1)**

**4.09 Report from Committee on Preschool Special Education (SG 1)**

Mr. Cancemi made a motion to accept Items 4.08 and 4.09. The motion was seconded by Mr. Vilardo. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

**4.10 Short-Term Contracts (SG 1)**

1. Eric Mitchell Lit Camp Summer Literacy Program Interactive Webinar \$999.00  
F2110 404 098 5022 July 6, 2022
2. Lomax Barnes Youth Motivation Movement, Inc. Truancy Prevention for Summer School  
\$8,000 A2280 209 007 Summer Program 2022
3. Richard Meranto Meranto Media, Inc. Media technical transition support \$9,000  
A2280 209 007 July 1, 2022 – June 30, 2023
4. National Federation for Just Communities (NFJC) Professional Development for New  
Employee Orientation \$4,000 F2110 404 098 5022 August 25, 2022
5. See Through Math Professional Development for New Employee Orientation  
\$1,025 F2110 404 098 5022 August 23, 24, 2022

Mr. Vilardo inquired as to what the short-term contract for the National Federation for Just Communities was for. Mr. Laurie responded that NFJC will provide diversity training at the new employee orientation at the end of August.

Mr. Vilardo made a motion to accept the Short-Term Contracts. Mr. Paretto seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

#### **4.11 Head Start/Early Head Start Reports**

Mr. Vilardo made a motion to accept the reports. The motion was seconded by Mr. Cancemi. A roll Call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

### **5. Unfinished Business**

#### **5.01 None**

### **6. New Business**

**6.01** Approval of Members of the City School District of the City of Niagara Falls, New York's Audit Committee 2022-2023 **(SG 3, 4)**

**6.02** Approval of School Lunch Budget 2022-2023 **(SG3)**

**6.03** Approval of Calendar of Board Activities for the Preparation of the General Fund Budget—2022-2023 **(SG3)**

**6.04** Approval of Standard Work Day Resolution for School District Employees Reported to the New York State and Local Employees' Retirement System 2022 – 2023 **(SG2)**

**6.05** 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 -- 2022-2023 **(SG3)**

**6.06** Approval of Renewal of Agreement with NCA Comp to Act as Service Agent for the Workers' Compensation Self-Insurance Program— July 1, 2022 – June 30, 2023**(SG3)**

**6.07** Approval of Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant— 2022-2023 **(SG3)**

Mr. Vilardo made a motion to accept Item 6.07. The motion was seconded by Mrs. Dunn. Yes votes, 0 No votes, 2 abstain (P. Kudela and E. Bass). Motion carried.

**6.08** 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 —2022-2023 **(SG3)**

**6.09** Approval of Fee Schedule for the Community Use of School Facilities – 2022-2023 **(SG3, 4)**

Mr. Petrozzi suggested a motion be made to vote on Item 6.07 separately, as those Board members attending tonight's meeting virtually would have to immediately sign the Tax Warrant if they vote Yes. Those two Board members would either have to come in to sign the document, vote No or abstain from the vote. Mr. Vilardo made the motion, which was seconded by Mrs. Dunn.

Mr. Laurrie mentioned that the Audit Committee still needs two additional members (one community member and one Board member), and asked that if anyone has a suggestion for new members, to please reach out to him. Mr. Laurrie also noted the cafeteria budget was approved and also that the fees associated with the Use of School Facilities were raised due to an increase in wages and costs.

Mr. Paretto made a motion to accept Items 6.01-6.09 (excluding Item 6.07). Mr. Vilardo seconded the motion. A roll call vote was taken.

6.10 - 6.16 taken together.

**6.10** 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—2022-2023 **(SG 1, 3)**

**6.11** Approval of Agreement Between The City School District of the City of Niagara Falls and Western New York Occupational Health, LLC 2022-2023 **(SG1)**

**6.12** Approval of Agreement between the City School District of the City of Niagara Falls, New York and Probe Services July 1, 2022 – June 30, 2023 **(SG2)**

**6.13** Approval of Contract for Professional Services by Independent Contractor between The City School District of The City of Niagara Falls, and Buffalo Special Investigations, LLC (BSI) For July 1, 2022 – June 30, 2023 **(SG2)**

**6.14** Approval of Contract for Professional Consultant Services by Independent Contractor for Grant Preparation—Battaglia & Associates Resource Development Consultants, Inc. 2022-2023 **(SG3)**

**6.15** Approval of Agreement with Lasalle Early Childhood Center, Inc. Prekindergarten – for a 4-Year Old Program for Universal Pre-School Site 2022-2023 **(SG1)**

**6.16** 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 2022-2023 **(SG1, 2)**

Mr. Paretto made a motion to accept Items 6.10-6.16. Mr. Bilson seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

Item 6.17 - 6.44 taken together.

**6.17** 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 2022-2023 **(SG3)**

**6.18** Approval of List of Impartial Hearing Officers for Students with Disabilities for the 2022-2023 School Year **(SG1)**

**6.19** Approval of Surrogate Parent(s) for Disabled Children for 2022-2023 School Year **(SG1)**

**6.20** Approval of Appointments to the Committee on Preschool Special Education for 2022-2023 School Year **(SG1)**

**6.21** Approval of Appointments to the Committee on Special Education for 2022-2023 School Year **(SG1)**

**6.22** 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 2022-2023 School Year **(SG1)**

**6.23** 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 2022-2023 School Year **(SG1)**

**6.24** Approval of Agreement for Professional Services Between the City School District of The City of Niagara Falls and Aries Transportation Services, Inc., for 2022–2023 School Year **(SG1)**

**6.25** Approval of Agreement with the Aspire of Western New York, Inc. for 2022-2023 School Year **(SG1)**

**6.26** Approval of Agreement with Autism Services, Inc. for 2022-2023 School Year **(SG1)**

**6.27** Approval of Agreement with Baker Victory Services Schools for 2022-2023 School Year **(SG1)**

**6.28** Approval of Agreement with Buffalo City School District – School 84 for 2022-2023 School Year **(SG1)**

**6.29** Approval of Amending Agreement with BHSC Support Services, Inc. for On –Site Speech Therapy for 2022-2023 School Year **(SG1)**

**6.30** Approval of Agreement with Buffalo Hearing & Speech Center for On –Site Music Therapy 2022-2023 School Year **(SG1)**

**6.31** Approval for Agreement with the Cantalician Center for Learning for 2022-2023 School Year **(SG1)**

**6.32** Approval of Agreement with Center for Handicapped Children for 2022-2023 School Year **(SG1)**

**6.33** Approval of Agreement with Community Based Therapies for On-Site Occupational Therapy and/or Physical Therapy for 2022-2023 **(SG1)**

**6.34** Approval of Agreement with Gateway-Longview for 2022-2023 School Year **(SG1)**

**6.35** Approval of Agreement with the Arc of the Erie County Chapter New York State Association for Intellectually Disabled Children, Inc. For 2022-2023 School Year **(SG1)**

**6.36** Approval of Agreement with the Randolph Academy UFSD-Hamburg Campus for 2022-2023 School Year **(SG1)**

**6.37** Approval of Agreement with the New Directions Family & Youth Services for 2022-2023 School Year **(SG1)**

**6.38** Approval of Agreement with Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2022-2023 School Year **(SG1)**

**6.39** Approval of Agreement with the Niagara Falls Memorial Medical Center for On-Site Physical Therapy for 2022-2023 School Year **(SG1)**

**6.40** Approval of Agreement with the Stanley G. Falk School for the 2022-2023 School Year (SG1) **(SG1)**

**6.41** Approval of Agreement with the Summit Center, Inc. for 2022-2023 School Year **(SG1)**

**6.42** Approval of Contract for Professional Physical and Occupational Services by Independent Contractor for Professional Services— Associated Physical & Occupational Therapists, PLLC 7/1/22— 06/30/23 **(SG1)**

**6.43** Approval of Contract for Professional Services by Independent Contractor between the School District of the City of Niagara Falls, New York and Deaf Service Bridges Inc. for July 1, 2022 – June 30, 2023 **(SG1)**

**6.44** Approval of Agreement for Professional Services by DBA Learn Well, for period covering July 1, 2022- June 30, 2023. **(SG1)**

Mr. Laurrie noted that regarding Item 6.17, the District has received \$1 Million in Medicaid funds thanks to the hard work of Mrs. Holody, Ms. Massaro and Mrs. Carroll. The remaining items are in regards to out-of-district special needs services providers for students who are not able to be serviced within the District.

Mr. Cancemi made a motion to accept Items 6.17-6.44. Mr. Vilardo seconded the motion. A roll call vote was taken. 9 Yes votes for all Items (excluding one No vote from Mr. Petrozzi on Item 6.31 for Cantalician Center for Learning). Motion carried.

Taken together 6.45 - 6.48.

**6.45** Approval of Appointment of Judith M. Glaser as District Clerk for The City School District of the City of Niagara Falls and Approval of Contract Containing the Terms, Conditions, and Benefits of Her Employment as School District Clerk – July 1, 2022 – June 30, 2023 **(SG 4)**

**6.46** 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 2022-2023 **(SG3)**

**6.47** 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 2022-2023 **(SG3)**

**6.48** Approval of Contract for Claims Auditor Services by an Independent Contractor – Denise Kolber July 1, 2022 – June 30, 2023 **(SG3)**

Mr. Vilardo made a motion to accept Items 6.45-6.48. Mr. Cancemi seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

Items 6.49 - 6.50 taken together.

**6.49** 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 for Period September 1, 2022 – June 30, 2023 **(SG1,2)**



**6.50** Approval of Municipal Cooperation Agreement with the City of Niagara Falls, New York, for the Services of Police Officers to Serve as School Resource Officers Period September 1, 2022 – June 30, 2023 **(SG1,2)**

Mr. Petrozzi inquired as to how much the Resource Officers are being paid. Mr. Laurrie responded that the cost of four officers is a total of \$460,000 which includes all benefits. Mr. Cancemi asked if there was a cost for police cars. Mr. Laurrie responded that there are no police cars involved in the service provided.

A motion was made by Mr. Paretto to accept Items 6.49 and 6.50. Mr. Cancemi seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

6.51 - 6.54 taken together.

**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 2022-June 2023 **(SG4)**

**6.52** Approval of Renewal of Lease Agreement Between Niagara Falls Teachers Credit Union and the Board of Education for Office Space 2022-2023 **(SG4)**

**6.53** Approval of Agreement for Copy Room Space between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara **(SG3)**

**6.54** Approval of Lease for Classroom Facilities at Niagara Falls High School by Board of Cooperative Educational Services for Period 7/1/22-8/31/23 **(SG4)**

A motion was made by Mr. Cancemi to accept Items 6.51-6.54. Mrs. Dunn seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

Item 6.55 - 6.59 taken together.

**6.55** Approval of Resolution on Cooperative Purchasing through the Orleans-Niagara BOCES, and/or Various Municipalities and Government Agencies 7/1/2022 – 6/30/2023 **(SG3)**

**6.56** 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 2022- 2023**(SG 2,3)**

**6.57** 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 2022-2023 **(SG3)**

**6.58** Approval of Agreement with Ruffell Reimbursements to Provide Professional Review, Administrative and NYSED Compliant Services for the District's STAC Processing Program 7/1/2022 – 6/30/2023 **(SG3)**

**6.59** Approval of Acceptance of Funds for 2021/2022 ARP Homeless Children & Youth (ARP-HCY) Grant **(SG 1,3)**

A motion was made by Mr. Cancemi to accept Items 6.55-6.59. Mr. Paretto seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

Mr. Cancemi asked if it was necessary to rescind the previous vote on this matter. Mr. Laurie indicated that the Board never voted to not approve the District's participation in the matter. Mr. Laurie was on a phone call earlier today with the legal counsel involved in the lawsuit. He explained to them that the NFCSD could not commit to pursuing the matter any further and recommended that the legal counsel make a presentation to the Board at a future meeting.

Mr. Vilardo made a motion to accept Item 6.60. The motion was seconded by Mr. Cancemi. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

**6.60 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 (SG 3)**

Items 6.61 - 6.65 taken together.

**6.61 Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc. (DBA CPL) and The City School District of The City of Niagara Falls for CPL to Serve as Project Architect for The Construction of Doors at The CEC Building and Submission of Paperwork Related to a Found Building Relative to the Head Start Grant (SG 3)**

**6.62 Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc. (DBA CPL) and The City School District of the City of Niagara Falls for CPL to Serve as Project Architect for the Reconstruction of the Roof at the CEC Building Relative to the Head Start Grant (SG 3)**

**6.63 Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc. (DBA CPL) and The City School District of the City of Niagara Falls for CPL to Serve as Project Architect for the Construction of a Playground at Niagara Street Elementary School (SG 3)**

**6.64 Approval of Proposal No. AAAQ10804 for PIP Rubber & Installation Services and Subsequent Construction Contract from Landscape Structures Under Sourcewell Contract 010521-LSI for The City School District of The City of Niagara Falls (SG 3)**

**6.65 Approval of Payment No. 06 To U&S Services, Inc. for Security Camera Work, Contract #120, on the Smart Schools Bond Act Project – Phase II, District-Wide (SG 3)**

Mr. Laurie mentioned that he would like to move quickly on these Items so that the bid can go out in October, which is the best time of the year to put out a bid. On July 21<sup>st</sup>, the first shovel will go into the ground for the construction of the playground at Niagara Street School. Mr. Smeal indicated that there will be a meeting on July 8 at 10 AM to finalize plans.

Mr. Paretto was concerned about security equipment being installed properly and operating properly. There was an incident recently at the NF Train Station where the security system malfunctioned, and the electricity had to be turned off in order to get the doors open. The security system then had to be reprogrammed. Mr. Laurie assured in that the District would take care to make sure this type of situation does not occur in the school buildings. Mr. Smeal indicated that the work mentioned in Item 6.65 is for Phase 2. Those types of concerns would be applicable in the Phase 3

work. Mr. Granieri said regarding the next step of marrying security system together will be taken with great care. CPL will oversee that work done by vendors is done correctly.

Mr. Bilson made a motion to accept Items 6.61-6.65. Mr. Paretto seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

#### **6.66 Approval of Authority to Make Budget Transfers and Amendments as Needed to Expedite Year-End Budget Closeout (SG 3)**

Motion to approve by Mr. Cencemi, seconded by Mr. Paretto. All in favor.

### **7. Review of the Proposed Policy(ies)**

1. Approval of Concussion Policy, as amended
2. Approval of Wellness Policy, as amended
3. Motion to table Parent and Family Engagement Policy, for Review

Mr. Laurrie asked that the tabling of Items 7.01 and 7.03 be waived, as there were no major changes made to the policies. With summer program starting next week, Mr. Laurrie would like to have the Concussion Policy and Wellness Policy in place. Mr. Cencemi made a motion to waive the tabling of Items 7.01 and 7.02. Mr. Paretto seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

Regarding Item 7.03, Mr. Carella noted that the policy was updated to include language geared toward the new ESSA requirements. The old policy was from 2012 and contained language relevant to No Child Left Behind. In order to satisfy Title I requirements, the information on the updated policy is being provided via the live streaming of tonight's Board meeting. There is also a link currently on the District website for public comment and questions. The public can contact Mr. Carella or Mrs. Glaser with any questions. The public comment period will conclude on August 25, 2022.

Mr. Paretto made a motion to accept Item 7.03. Mr. Bilson seconded the motion. A roll call vote was taken. 9 Yes votes, 0 No votes. Motion carried.

### **7. Information and Reports**

#### **8.01 Oral Communications – Public Comment on Non-Agenda-Related Items**

Mrs. Gloria Dolson thanked everyone for listening. She thanked the Board members who attended the LaSalle Educational Club scholarship dinner. She thanked Mr. Laurrie for recommending the dinner be held at NFHS this year. Next year's dinner will be on June 9, 2023. Mrs. Dolson extended her congratulations to the Board members re-appointed at tonight's meeting. Mrs. Dolson appreciated the opportunity to work with Men Standing Strong at NFHS and Gaskill. She commended those men and women who took time out of their day to help because they care. She hope everyone will continue to work closely together to help students. Mrs. Dolson feels that being involved in the community is very important. Mrs. Dolson feels more involvement is needed at the elementary schools to help improve student attendance and help students to realize the importance of education. Mrs. Dolson would like

to meet during the summer to discuss these issues. The LaSalle Educational Club will be holding a Fun Day and would like invite to the members of Men Standing Strong. She hopes Board members will also attend. Have a blessed summer.

## **8.02 Superintendent's Report**

Mr. Laurrie acknowledged Mr. Mike Desmond who is in attendance at tonight's meeting. August 11 is the date of the Board retreat. Mrs. Glaser is collecting topics. Mr. Laurrie would like to thank Mrs. Dolson and Men Standing Strong. The village did come to the community in a time of need. Thanks them publicly for their work. Their assistance has made a difference. Reminders will be sent out for the August 30 Bloneva Bond School renaming event. Should be a great celebration. Information is posted on the District website. Mr. Laurrie will send out an autodial call as well. On Monday, July 11, approximately 2,350 student return to summer programming/camps. It is up slightly from last year. Hopefully will have good attendance and no bussing issues. Some other initiatives the District is currently working on are an alternative program within NFHS, and a Super Accelerated Science class at both prep schools. School buildings and Central Office are open five days a week during the summer from 8 AM to 3:30 PM. Thanks to Ms. Massaro for all the work she has done with hiring new employees. Mr. Laurrie stopped by GJ Mann today for a press conference, and he felt the school looked really good. Mr. Carella is very busy with curriculum work and other tasks. Got report from internal claims auditor for month of May. The auditor reviewed \$8.5 Million in claims, but had no findings and there were no confirmatory purchase orders. Mr. Laurrie thanked the Board members for passage of all the Resolutions. Congratulations to re-elected Board members. He is thankful for their great leadership. We have a terrific Board of Education.

## **8.03 Board Members Report and Comments**

Mr. Bass – No comment

Mr. Bilson – No comment

Mr. Cancemi – Thanks to everyone for all of their efforts. Mr. Cancemi saw the mural at Niagara Street School and wondered if it should be cover up so it is protected. Mr. Smeal will take a look at it to see if it can be covered. Congratulations to Mr. Petrozzi and Mr. Paretto. God bless them, and help them to keep leading us forward.

Mrs. Dunn – No comment

Mr. Kudela – No comment

Mr. Paretto – Thanks to our colleagues for the vote of confidence for himself and Mr. Petrozzi. Our staff did a fantastic job putting the materials together for tonight's meeting. Get ready for school to start in September. It is his pleasure to serve the community.

Mr. Vilardo – No comment

Mr. Petrozzi – Thanks for vote of confidence. He will do his best to exercise his duties as best as he can. Thanks to Mrs. Glaser for preparing everything for tonight's meeting. Thanks for Mrs. Dolson and her staff. He would love to meet with them over the summer and will set something up. Thanks to District staff in attendance. Everyone have a great summer.

**9. Advanced Planning**

**9.01** Future Agenda Items

**9.02** Future Meeting Dates

**10.** Adjourn meeting in honor of memory of the following who recently passed away:

Salvatore Bruno, retired employee

Erika Heim, sister-in-law of Judie Glaser

Mr. Bilson made a motion to adjourn the meeting at 6:28 PM. Mr. Cancemi seconded the motion.

## **August 25, 2022 7:00 pm - Regular Board Meeting (Thursday, August 25, 2022)**

*Generated by Judie Glaser on Tuesday, August 30, 2022*

### **Members present**

Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

### **Meeting called to order at 1:29 PM**

1. 5:30 p.m. ARS/7:00 pm - Regular Board Meeting

Agenda Review Session

Action, Information: 1.01 ARS Topics

Mr. Bass (remote), Mr. Bilson, Mr. Capizzi, Mr. Cancemi, Mrs. Dunn, Mr. Kudela (entered 5:47 p.m.), Mr. Petrozzi, Mr. Paretto, Mr. Vilardo

Board Review: An exhaustive agenda review was conducted, as the Board last met since July 7.

There are many short-term contracts, many of which reflect summer work.

A discussion on Remote Attendance was led by Mr. Massaro who gave an overview on Open Meetings Law with respect to remote attendance by members. Video-conferencing is allowable under certain extraordinary circumstances, such as disability, illness, care-giving, or significant or unexpected circumstances which preclude attendance. Some provisions allowable under COVID – related Governor's executive order 11 and subsequent extensions expire September 12. Other extensions may or may not be forthcoming. Video conferencing would require extraordinary or special circumstances. Board members must be heard, seen, and identified if participating via video. The minutes of such meeting must identify which members participate remotely.

A resolution must be passed by the Board and a Public Hearing held if video-conferencing is to be allowed under extraordinary circumstances and would determine what constitute such circumstances.

Mr. Massaro recommends following the legislation precisely.

Information: 1.02 Agenda Regular Meeting

2. Call to Order

Information: 2.01 Pledge of Allegiance

Information: 2.02 Prayer  
Information: 2.03 Roll Call

### 3. Letters and Communications

Ryan Mang CSEA President: Expressed thanks regarding the new CSEA contract, especially to Mr. Laurie and Ms. Massaro. This contract covers nearly 280 members and provides a living wage to lower tier workers. Nineteen kitchen were hired from the job fair, in addition. Among them are three cooks and 12-month kitchen staff. Not being shorthanded will result in less overtime. CSEA staff also feed sports teams daily.

Regarding safety in every building: Safety officers will now make a living wage; 10 new safety officers were hired. Mr. DalPorto provided excellent de-escalation training. The use of Evolv devices also communicate that safety is concern number one.

It was beneficial to both sides that the negotiation process was a quick one. CSEA truly appreciates everything the Board does for community. CSEA members are truly appreciate of that and it has positive impact on work ethic.

### 4. Recommended Actions - Routine Items

Action, Minutes: 4.01 Minutes - July 2022

Motion to approve minutes - July 2022

Motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action, Information: 4.02 Budget Transfer #1

Approval of Budget Transfer - #1

Motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action, Information: 4.03 Bids - Approval of Bids -

None.

Motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Not Present at Vote: Vincent Cancemi

Information, Discussion, Report, Receive and File: 4.04 Treasurer's Report - August 2022

Information, Discussion, Report, Receive and File: 4.05 Budget Status Report - September 2022

Action: 4.06 Personnel Report Certificated

Motion to approve items Certificated Report

Motion by Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 4.07 Personnel Report - Classified Items

Motion to approve the Personnel Report for Classified Staff

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 4.08 Committee on Special Education Report

Motion to approve

Motion by Vincent Cancemi, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 4.09 Committee on Pre-School Special Education Report

Motion to approve.

Motion by Vincent Cancemi, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action, Information, Discussion: 4.10 Short-Term Contract(s)

Approval of Short-Term Contracts - See Attachment for List

Motion by Paul Kudela, second by Michael Capizzi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo



Action: 4.11 July 2022 Head Start Report and Budget  
Motion to approve

Motion by Nicholas Vilardo, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## 5. Unfinished Business

Information: 5.01 None

## 6. New Business

Action: 6.01 Acceptance of Funds for the 2022/2023 Indian Education Grant

Motion to approve

Motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.02 Approval of Carry Over Budget Revision for the 2021/2022 Head Start / Early Head Start / Start Up Base Funding Allocation

Motion to approve

Motion by Rob Bilson, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.03 Appointment of Delegate to the 2022 New York State School Boards Association Virtual Business Meeting

Motion to approve

Motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.04 Appointment of Alternate Delegate to the 2022 New York State School Boards Association Conference

Motion to approve

Motion by Rob Bilson, second by Anthony F Paretto.

Action: 6.05 Approval of the District Comprehensive Improvement Plan and School Comprehensive Education Plans Required for Targeted Support and Improvement Districts and Schools for 2022 – 2023

Motion to approve

Motion by Vincent Cancemi, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.06 Approval of Contract for Professional Reading Services by Independent Contractor for Dyslexia Therapy Professional Services— WNY Dyslexia Specialists, LLC. 7/5/22– 06/30/23

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.07 Approval of Contract with Niagara Falls Boys & Girls Club through the 21st Century Community Learning Center Grant to Provide Services for the 716 Mentoring Program to the City School District of The City of Niagara Falls 9/1/22–08/31/23

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.08 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 University for Adult English as a New Language Program (ENL) (9/10/22 through 12/18/22)

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.09 Approval of Contract for Consultation Services between The City School District of The City of Niagara Falls, New York and Tell Consulting through Family and Community Engagement and Early College Smart Scholars Grants (9-1-22 through 6-30-23)  
Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.10 Approval of Contract for Professional Consultant Services by Independent Contractor Between The City School District of The City of Niagara Falls, New York and Playworks (9/1/22 through 6/30/23)

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.11 Approval of Contract for College Planning Services Between The City School District of The City of Niagara Falls, New York and Booker College Planning Through Extended Day, Family and Community Engagement, PTECH, and Smart Scholars Early College Grants (9-1-22 through 6-30-23)

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 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 Niagara University for Early College High School Programming (9-1-2022 through 8-31-2023)

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.13 Amendment of Contract for Professional Consultant Services by Independent Contractor for Truancy Prevention Programs – R. Cunningham Consultants, Inc. 9/1/22 –8/31/23  
Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

No: Paul Kudela

Action: 6.14 Approval of Buffalo Construction Consultants, Inc. to Serve as Construction Manager for Capital Projects to Renovate School Buildings and Approval of the Construction Management Agreement between The District and Buffalo Construction Consultants, Inc. to Provide Construction Management Services for the Projects

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 6.15 Approval of Contract Between The City School District of The City Of Niagara Falls and Seeler Engineering, P.C. for the Preparation of Project Labor Agreement Benefit Analysis for District Planned Capital Project Expenditures

Motion to approve

Motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## 7. Review of Proposed Policy(ies)

Action, Information: 7.01 Review of Policies

## 8. Information and Reports

Information: 8.02 Superintendent's Report

Mr. Laurie: Thanked Mr. Mang and expressed appreciation for his leadership for coming before the Board in this fashion. Leadership is difficult, especially with the diversity of union member positions. Mr Mang has gained knowledge and negotiated well. It is appreciated that Mr. Mang works to head off problems before they become issues and that he always comes forth with suggested solutions when

bringing a situation to the Superintendent's attention. Mr. Mang has shown real growth as a professional; the professionalism in union has grown tremendously.

The District will be ready to open schools thanks to the administrative team.

COVID protocols for the upcoming academic year will be simple and employ common sense. Courtesy for others is expected whether one chooses to or not to wear a mask. Masks are optional, masks are acceptable.

Tuesday is the renaming ceremony for the Bloneva Bond Primary School.

Safety Security: The District is working to install Evolv technology in all elementary soon; more NFPD will assist with traffic; more safety officers NFHS has 16 uniformed safety officers and two SROs; GPS and LPS each has three uniformed safety officers and one police officer. Additionally, there are more cameras; speed traffic signs have been added; the District is piloting the raptor license system; social media posts are being monitored under the direction of Bryan DalPorto.

Thanks to all who assisted new staff with orientation and training.

Athletic practice looked good. Football, soccer, cross-country. There exists the possibility of an impending strike with game officials; negotiation with Section VI are at an impasse. Approximately 1800 students in the District participate in sports. The deadline to resolve this is August 31.

Thanks to the Board for passing the recommended actions and all its work.

#### Information: 8.03 Board Members Comments and Reports

Mr. Vilardo: thanked staff for its work to ensure a successful school year.

Mr. Bilson: expressed that back-to-school is an exciting time and he anticipates a great year ahead. This will hopefully be the first normal year since 2020. Congratulations to Ms. Massaro on the hiring of so many new employees and congratulations to the newly promoted administrators.

Mr. Cancemi: shared that he has heard teachers saying the schools look better than ever. This represents an outstanding effort by Mr. Smeal's staff. He expressed that the Superintendent is active as always in the community and that is appreciated.

Mr. Capizzi: offered congratulations to Mr. Mang and to the newly promoted administrators

Mr. Bass: thanked Mr. Laurrie for his for hard work. He himself will engage reflection on the topic of remote participation and may have a decision to make.

Mr. Paretto: Congratulations to Mr. Mang and the CSEA unit. It is wonderful to have new, first-time employees moving into the city or staying in city with well-paying jobs. The District is an economic engine in community.

Mr. Petrozzi: Congratulations and thanks to Mr. Mang; congratulations to Mr. Touma, and to Mr. Capizzi for earning his Series 7 credential.

## 9. Advanced Planning

Information: 9.01 Future Meeting Dates

Information: 9.02 Future Agenda Items

*Remote discussion continues:*

*Mr. Kudela wants the option to adopt a policy and feels public servants are often asked to work long hours and that should be considered. He noted that public servants bid on jobs annually and there is no guarantee that shifts won't change over time.*

*Mr. Capizzi feels it is a necessary tool for occasional use.*

*Mrs. Dunn: feels remote attendance is not fair to the people who run for the Board; members have a responsibility to the voters and can't participate actively if they are not here. If one can't be present, one shouldn't run. When interviewing people to appoint to a recently vacant position, the first question asked of potential members was if the individual could attend the meetings.*

*Mr. Bass: has have used the virtual option to participate in meetings so as to serve the community and it hasn't taken away from being effective. He expressed that the community voted for him twice and he has been an effective Board member and is in touch with the community. The NFPD remains understaffed. If forced to physically attend Board meetings it will cost the city overtime. If that is the circumstance, he will resign at the end of the year, rather than disrespect the Board or the community.*

*Mr. Paretto: Agrees with Mr. Cappizzi. Members should be here but extenuating circumstances can exist. Use the technology but attend majority of voting meetings. Use as needed but to a reasonably extent.*

*Mr. Petrozzi: agrees with Mr. Cappizzi and Mr. Kudela, but as an employer, it is not fair to ask an employer to pay someone who is on a meeting for four hours. Such a situation would require employer approval. He will not support video-conferencing from work with employer approval only.*

*Mr. Vilardo: would support virtual attendance under limited circumstances.*

*Mr. Bilson: finds this to be an interesting conversation and desires to think it over. As members, we are volunteers for community. If one is attending virtually it is up to that person to be invested in conversation; others can not read that or police that. It is a touchy topic; probably we accomplish more when all are in person. If working, one cannot be focused on meeting, and vice versa. Expressed that he has no experience being a police officer or fire fighter, and he has much appreciation for that.*

*Final determination: a resolution will be written according to the law and then a discussion will take place to propose amendments.*

10. Adjournment on a motion by Mr. Cancemi, seconded by Mr. Bilson. All in favor.

Action: 10.01 Adjournment in memory of the following who recently passed away:

The meeting was adjourned in memory of:

Dr. Nicholas Carosella, benefactor of the NF Education Foundation, alumnus of NFHS.

Emily Keiper, student, NFHS.

Maureen Fitzpatrick, sister of Eileen Burkett.

Melvin Cunningham, brother of Ron Cunningham.

Janet Dunstan, NFHS Drama Club past member.

Charles Heim, father of District Clerk Judie Glaser.

Ann Louise Kramarczyk, aunt of Business Official Rebecca Holody.

David Spacone, nephew of Mary Beth Spacone.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Agenda

09/08/2022 Review Meeting 5:30 pm

Administration Office Board Auditorium

**1. Board Review Session**

**1.01 Topics**

Mrs. Holody led a discussion of the proposed NYSSBA Resolutions; the Board discussed its preferences for what to support.

A review of the agenda was held.

The following comments were made at the conclusion of the meeting:

Mr. Laurrie reported that the opening of schools went well. Physical plant looks great. Walked 10 of 11 schools. All staffed 100% except one, which is missing one position. Substitute staffing remains a challenge.

Opening went excellent. Staff was in early preparing. NFHS had grade 9 start first; this was very helpful.

Transportation is difficult; it is a work in progress complicated by a shortage of bus drivers.

Maple turns 100 Tuesday; stop by Open House between 5 p.m. to 7 p.m. to celebrate the occasion.

NFHS is planning a tour of Historically Black Colleges and Universities in fall.

Thanks to the Board, the Bloneva Bond Celebration Committee, and the Renaming Committee for a great ceremony officially naming the school.

At HF Abate School today, Travona Harris and Angela Stefinsky, both members of staff, performed the Heimlich Maneuver on a student.

Three toddler rooms were certified today from OFCS; thanks to Mr. Smeal and staff. The District will be able to serve about 40 toddlers.

The audit starts in two weeks.

Calendars are at members' seats.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Agenda

09/22/2022 Agenda Review Session 7:00 pm

Administration Office Board Auditorium

MAISTO:

Lead Counsel: Mr. David Kunz, Degraff Foy & Kunz

Ms. B. Biggerstaff Small Cities, Deputy Director via Zoom.

Bill Lynch Exec Dir Small Cities

Since 2009, the District has participated in Maisto v. New York (Small Cities). Five cities remain as litigants in the suit.

**Update:**

**Where does the case stand:** A 29-day trial was held, the case dismissed; on appeal, it was reinstated. This occurred twice. In 2021, the appellate division found for plaintiffs, indicating NYS is not providing Sound Basic Education (SBE) as required by the NYS Constitution.



The lawsuit sought:

1. To ascertain what financial commitment by the State is required to provide students with SBE;
2. To reform the financing to provide adequate resources required;
3. To establish a method of follow-up to determine the efficacy of providing adequate funds;
4. To establish a time requirement for this to be accomplished.

The judge is only forcing NYS to do #1. Appeal sought to force all four.

A study of this and like districts will show Foundation Aid is inadequate.

Gov. Hochul promised, using the formula, to phase in more Foundation Aid next two years. This is not enough. Study will show how much more districts like NF need.

**Timeline:** projection to file record in brief by Oct 27. State will enter opposing brief, then oral arguments in April.

**Financing:** \$20,000 request pending for attorney costs and the ongoing study. Case started in 2005 as the Hussein Case. State has delayed and extended the case, keeping the burden on districts. Mr. Biggerstaff has worked pro bono for years. The sum mentioned is the projected cost for the appeal.

**Would case be moved from Justice O'Connor?** Unlikely. She has not shown bias sufficient to request it be moved from her court.

As of 2009 NFCS D has spent \$429,210 on legal fees. Already aid has risen from 96.4 million in foundation aid (22/23) to \$104.6 million (23/24). Potentially, the district stands to receive an additional \$50 million if the case is successful.

A review of the agenda was held.

6.03: Mr. Massaro gave a thorough explanation of this item.

A review of the agenda was held.

Superintendent's Report: The Audit Committee met today. Bonadio will audit purchasing, bidding, and quotations first time in 11 years. The Internal Claims audit report will be delivered in February.

Drescher & Malecki will present the external audit findings at the October 20 meeting; it has to be filed by with State by November 15.

Between Feb-July, the Internal auditor found only five, procedural discrepancies.

## CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Agenda

09/22/2022 Regular Board Meeting 7:00 pm

Administration Office Board Auditorium

### 2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call

### 3. Letters and Communications *(SG4)- Special Presentations – August Graduates – Perfect Scores*

3.01 Special Presentations:

Special Presentations:

The following were presented high school diplomas: Kyla Hunt - Regents; Shawn Bomberly -Regents; Saliyah Parmer – Regents; Sensier Lewis; Omarion Tull- Regents; Nivon Smith – Regents; Daniel Wijesiriwardena -Regents

The following were recognized for achieving perfect scores: Cherish Blackmon (2022 Grade 4 ELA Score: 654); Jade Huang (2022 Grade 5 Math Score: 648); Charity Hosler (2022 Common Core English Regents Exam Score: 100); Madeline Jarzyniecki (2022 Common Core English Regents Exam Score: 100) Presentations made to Mr. Bass and Mr. Paretto for professional development achievements as Board members through NYSSBA.

### 3.02 Oral Communications - Public Comment on Agenda Items [\(SG4\)](#)

### 3.03 Written Communications [\(SG4\)](#)

#### 4. Recommended Actions from the Superintendent of Schools - Routine Matters

**Items 4.01 and 4.02 approved on a motion** by Nicholas Vilardo, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.01 Minutes – August 25, 2022**

**4.02 Approval of Budget Transfer - #2; #13 [\(SG3\)](#)**

**Item 4.03 approved on a motion** by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.03 Approval of the following Bids: [\(SG3\)](#)**

1. Bid No. 9 Contract 121- Plumbing - Stewardship Capital Improvement Project – Phase 3

**Items 4.04 and 4.05 received and filed.**

**4.04 Treasurer's Report – August [\(SG3\)](#)**

**4.05 Budget Status Report – September [\(SG3\)](#)**

**Items 4.06 approved on a motion** by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.06 Personnel Report - Certificated [\(SG2\)](#)**

**Item 4.07 approved on a motion** by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.07 Personnel Report - Classified [\(SG2\)](#)**

**Items 4.08 and 4.09 approved on a motion** by Rob Bilson, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.08 Report from Committee on Special Education [\(SG1\)](#)**

**4.09 Report from Committee on Preschool Special Education [\(SG1\)](#)**

**Item 4.10 approved on a motion** by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.10 Short-Term Contracts [\(SG 1,3\)](#)**

1. Gabe Gonzalez Fight Night Boxing Club Student self defense training October 2022-May 2023  
2 hours per day \$29,850 F2110.404.098.2423
2. Just Be Girls Empowerment Program Makeeda Brooks Empowerment Adolescent girls October 1, 2022 – December 22, 2022 January 2023-May 2023 8 sessions per semester \$6,000  
F2110.404.098.5022
3. Niagara Falls Convention Center NFHS Prom June 2023
4. Niagara Alliance for Restorative Practices Restorative practices September 26-29, 2022 \$2000  
F 2110.404.098.5022
5. Niagara University REACH College Course Program Fall Semester 2022 \$7,560

**Item 4.11 approved on a motion by** Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11** Report from Head Start/Early Head Start ([SG1](#))

## 5. Unfinished Business

### 5.01 None

#### New Business

**Item 6.01 approved on a motion by** Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.01** Approval of Receipt of Gift from Alder Creek Music ([SG1,4](#))

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, Alder Creek Music is donating Musical Instruments to be distributed Districtwide; and

WHEREAS, This donation is worth \$7,000; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of Musical Instruments, worth \$7,000; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to

Mr. Steve Wingrove

Alder Creek Music

2880 Niagara Falls Boulevard

North Tonawanda, NY 14120

**Item 6.02 approved on a motion by** Vincent Cancemi, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.02** Approval of Resolution Canceling and Rescheduling a Regular Monthly Voting Meeting of the Board of Education ([SG4](#))

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

WHEREAS, The Niagara Falls Board of Education wishes to cancel one of its regularly scheduled voting meetings; and be it

RESOLVED, That the regular meeting of this Board of Education scheduled at the Administration Central Office Building, 630 66th Street, at 7 p.m. on Thursday, October 27, 2022, be canceled; and be it

FURTHER RESOLVED, That the canceled meeting of this Board of Education be rescheduled to be held at the Administration Central Office Building, 630 66th Street – Board Auditorium - at 7:00 p.m., Thursday, October 20, 2022, for the purpose of considering and/or acting upon such business as might properly come before a regular meeting of the Board if held on such date, and that the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law and the rules, by-laws and regulations of this Board.

**Item 6.03 was tabled on a motion by** Paul Kudela, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Nicholas Vilardo

No: Vincent Cancemi, Russell Petrozzi

**6.03** Approval of a Policy for Remote Attendance at a Board of Education Meeting by Members ([SG4](#))

WHEREAS, During the pandemic emergency the Board of Education, as a public body, was authorized and did Meet virtually to conduct its business; and

WHEREAS, In January of 2022, such authorization was extended for public bodies to hold their meetings virtually, until the pandemic emergency remained in effect; and

WHEREAS, New York State is no longer in an official state of emergency and as such public bodies now have the option to hold meetings pre-pandemic rules or adopt procedures provided in recent legislation, allowing public bodies to use videoconferencing in conducting their meetings; and

WHEREAS, The Board, in its discretion, and after due and thoughtful consideration, is of the opinion that it is in the best interest of the District to adopt written Procedures to conduct its meetings using videoconferencing; and

WHEREAS The Superintendent has prepared proposed written procedures to conduct meetings using videoconferencing for the Board's determination, should it decide in the future to so conduct its meetings; and

WHEREAS, The proposed written Procedures attached hereto, comply with Public Officers Law section 103-a, and this action resolution includes a Twenty-eight (28) day tabling requirement, until the October 20, 2022 Board Meeting, to allow for sufficient review and public comment; therefore be resolved

RESOLVED, That the Board of Education hereby tables this Resolution requesting approval of the Procedures to use Videoconferencing to conduct its Meetings as attached hereto, for Twenty-eight (28) days, until the October 20, 2022 Board Meeting, to allow for sufficient review and public comment.

Procedure Videoconferencing Meetings

The Board of Education of the City School District of The City of Niagara Falls a public body a defined in laws of the state of New York may, in its discretion, use videoconferencing to conduct its meetings pursuant to the requirements of Public Officers Law Section 103-a. provided however that should the Board decide to use videoconferencing to conduct meetings, the following procedure and criteria shall be met:

(a) The Board of Education upon giving of appropriate notice, shall hold a public hearing, for the purpose of adopting a resolution authorizing the use of videoconferencing for its Board meetings.

(b) That following a public hearing, the Board shall adopt the resolution, authorizing the use of videoconferencing which resolution shall set forth these procedures for videoconferencing meetings approved by the Board

(c) That a minimum number of members are to be present to fulfill the Board's quorum requirement in the same physical location for the meeting where the public can attend:

(d) That Members of the Board shall be physically present at any such meeting location using videoconferencing unless such Member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth herein which are to be stated in the resolution approving use of videoconferencing for the meeting, including disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting as determined the Board.

(e) That except in the case of executive sessions conducted pursuant to section one hundred five of the New York State Public Officers Law , the Board shall ensure that Board Members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon;

(f) That if videoconferencing is to be used to conduct a meeting, the public notice for that meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend;

(g) That the Board shall provide the opportunity for members of the public to view meeting using videoconferencing via video, and to participate in proceedings via videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in person participation or testimony; and

(h). That each meeting conducted using videoconferencing shall be recorded and such recordings shall be posted or linked on the District's public website within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;

(i). That the minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public pursuant to section one hundred six of the New York State Public Officer's Law.

(j) That the District shall maintain its official website so long as it utilizes videoconferencing to conduct its meetings.

(k) That the in person participation requirements of paragraph (d) hereof shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the Board determines that the circumstances necessitating the emergency declaration would affect or impair its ability to hold an in person meeting.

(l) That Open meetings of the Board that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this section, "disability" shall have the meaning defined in section two hundred ninety-two of the executive law of New York State

(m) That these written procedures governing member and public attendance consistent with Section 103-a of the New York State Public Offices Law, adopted by the Board and as may be amended, shall be conspicuously posted on the District's public website.

The procedure provided herein for Videoconferencing of Board Meetings shall become effective upon approval by the Board and shall remain in effect and terminate July1, 2024.

Items 6.04 -6.16 approved on a motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo \*note: Mr. Petrozzi abstained from item 6.14.

**6.04** Approval of Contract Between The City School District Of The City Of Niagara Falls and Niagara University for Professional Consultant Services Through The 21<sup>st</sup> Century Preparatory and Empire Grants for Literacy Programming (September 1, 2022 – June 30, 2023) (SG1)

WHEREAS, The District partnered with Niagara University in the previous school years to provide program services for the 21st Century Preparatory and Empire Grants; and

WHEREAS, The Administration proposes that the District continue to partner with the University for 2022-2023 for such services; and

WHEREAS, Niagara University agrees to provide the services aligned with grant objectives servicing students at LaSalle and Gaskill Prep Schools, Cataract Elementary, and other elementary schools upon request from school administration; and

WHEREAS, At the Prep schools, targeted students will participate in after-school programming and virtual field trips to the Niagara University campus that will prepare them to enter the Early College High School Program; and

WHEREAS, At the elementary level, students will have the opportunity to participate in book clubs and other literacy activities after-school; and

WHEREAS, The proposed Contract is effective for a term of one (1) year, commencing September 1, 2022 and ending June 30, 2023 for a total cost not to exceed \$35,000; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Niagara University for 21st Century Preparatory and Empire Grant programming services for the 2022-2023 School Year; and further

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

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  
SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA UNIVERSITY

THIS AGREEMENT, made this 22nd day of September 2022, 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, 11 Vincentian Drive, Unit #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 21st Century Preparatory and Empire Grant programming for the 2022/23 School Year, and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

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 21st Preparatory and Empire Grants:

a) After-school programming at Gaskill Prep School for both Gaskill and LaSalle students who are targeted for the Early College High School Program

b) All expenses paid virtual field trips to Niagara University for students in the Prep program

c) Fall and Spring Literacy after-school programming at the elementary level including Cataract Elementary School. All of the functions will be performed by the University or its subcontractor approved by the District, and shall be coordinated through the District's Grants Coordinator. The University and/or its subcontractor shall possess a thorough knowledge of language arts as they relate to the implementation of grant objectives.

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 due invoice indicating duties performed, the District shall pay to the University for services rendered up to the invoice date, a sum not to exceed \$35,000 in two equal installments each of \$17,500 payable at the conclusion of each of the two semesters on January 15, 2023 and June 30, 2023. The University shall submit separate elementary and prep invoices for services rendered at the conclusion of each of the two semesters of programming. The University shall deem payment checks payable to the order of the second party full payment to, and acquittance.

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. Term of Contract. This contract shall be effective from September 1, 2022 to June 30, 2023, 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.

7. 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.

8. 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.

9. 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.

10. 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

Karen Kwadrans, Ed.D.  
Executive Director

President, Board of Education

**6.05 Approval of Agreement Between The City School District of The City of Niagara Falls and The Mental Health Advocates of WNY, Inc. for the 2022-23 *Too Good For Violence Program* (SG1)**

WHEREAS, The Niagara Falls City School District (the District) strongly believes that early intervention is integral to a stronger, more prepared, and well-rounded student; and

WHEREAS, The District wishes to engage the Mental Health Advocates of WNY, Inc. for the implementation of the *2022-23 Too Good for Violence Program*; and

WHEREAS, The program will be implemented at each elementary school for Pre-Kindergarten through Grade 2 over a six week period beginning in October; and

WHEREAS, The results of this program will be evaluated and shared via a pre and post program measurement conducted by the Buffalo State College, Center for Health and Social Research; and

WHEREAS, The results will be shared with administrators from the District; and

WHEREAS, The District will pay the Mental Health Association of WNY, Inc. a sum of \$83,875 for this program; therefore, be it

RESOLVED, that the Board hereby approves the Agreement between the District and the Mental Health Association of WNY, Inc. for this program; 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.

**6.06 Approval of Contract Between The City School District Of The City Of Niagara Falls and Melinda A. Scime, Psychologist, PLLC for Professional Mental Health and Consultation Services (September 1, 2022 – June 30, 2023) (SG1)**

WHEREAS, The District proposes to hire a mental health services company to render professional services in the area of mental health counseling to fulfill grant objectives for individual student counseling and family counseling; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 9/1/22 – 6/30/23 at a fee not to exceed \$85,000.00 to be billed in four equal installments of \$21,250 on November 15, 2022, January 30, 2023, March 30, 2023, and June 30, 2023; 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 and is hereby 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  
MELINDA A. SCIME, PSYCHOLOGIST, PLLC

THIS AGREEMENT, made this 22nd Day of September, 2022 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, 779 Cayuga Street, Suite D, Lewiston, NY 14092, 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 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 (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Mental Health Services Demonstration Grant at District-wide schools.
- b. Each school will receive direct support services and programming will run for throughout the summer.
- c. Participation in school based S.T.A.R.T teams for appropriate individualized behavioral intervention services as needed.
- d. Participation in advisory meetings.
- e. Family counseling offered at all schools.

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, a sum not to exceed \$85,000, in four equal installments of \$21,250 on November 15, 2022, January 30, 2023, March 30, 2023, and June 30, 2023, when the last installment shall be due. The second party shall submit invoices for services rendered 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.

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, 2022 through June 30, 2023, 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

\_\_\_\_\_  
Melinda A. Scime, Ph.D.

\_\_\_\_\_  
Board President

**6.07 Approval of Contract Between The City School District Of The City Of Niagara Falls and Mobile Counseling of Western New York (MCNY) For Professional Mental Health Services 9/1/2022 - 06/30/23 (SG1)**

WHEREAS, The District proposes to hire a mental health services company to provide counseling services at Niagara Falls High School to assist students with mental health needs; and

WHEREAS, A proposed Contract has been negotiated with Pablo Hurtado, Director of Community Engagement at Mobile Counseling of Western New York (MCNY), to provide the mental consulting services at no cost to the District; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Mobile Counseling of Western New York (MCNY) for professional mental health counseling services at no cost to the District attached hereto, be and hereby is 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 CONTRACT

MOBILE COUNSELING OF WESTERN NEW YORK (MCNY)

THIS AGREEMENT, made this 22nd day of September, 2022 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 Mobile Counseling of Western New York (MCNY) by Pablo Hurtado, Director of Community Engagement, 52 Woodstream Drive, Grand Island, New York 14072, 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 mental health counseling 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, which services shall include but not be limited to the following:

- a. Individual mental health counseling services (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party.
- b. Direct support services for each referred student.
- c. Participation in school-based S.T.A.R.T teams for appropriate individualized behavioral intervention services if requested.
- d. Participation in school meetings as needed.

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: The mental health counseling services will be provided at no cost to the District. The second party will bill the health insurance of the clients for compensation.

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, City School District of the City of Niagara Falls, as additional party 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, 2022 through June 30, 2023, 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 Contract 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 Contract: This Contract 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 Contract on the day and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE

CITY OF NIAGARA FALLS

\_\_\_\_\_  
Pablo Hurtado  
Director of Community Engagement

\_\_\_\_\_  
Russell Petrozzi  
Board President

**6.08 Approval of Contract for Professional Services Between The City School District Of The City Of Niagara Falls and Community Missions, Inc. (September 1, 2022 – June 30, 2023) (SG1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to provide mental, social, and emotional support for students; and

WHEREAS, The District has contracted with Community Missions, INC. in previous school years through the Extended Day, 21st Century Prep, and Mental Health Professional Demonstration Grants to provide youth mentoring to female students; and

WHEREAS, Community Missions, INC. provides various support services for students including "Girls Circles" offered at all schools; and

WHEREAS, The District wishes to again Contract with Community Missions, INC. to continue these services for the 2022-2023 school year; and

WHEREAS, District Administration has negotiated a Contract with Community Missions, INC. to provide said services at a cost not to exceed \$80,000 to be paid in four (4) equal installments of \$20,000 on November 15, 2022, January 30, 2023, March 30, 2023, and June 30, 2023 for period effective 9/1/2022 and to terminate 6/30/2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Community Missions, INC. to provide professional social and emotional services for students at a sum not to exceed \$80,000 for period September 1, 2022 - June 30, 2023 attached hereto, be and is hereby approved; and further

RESOLVED, That the Contract 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

SERVICES BY INDEPENDENT CONTRACTOR

COMMUNITY MISSIONS, INC.

THIS CONTRACT, made this 22nd day of September, 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and COMMUNITY MISSIONS, INC., 1570 Buffalo Avenue, (hereinafter "CMI") Niagara Falls New York 14303.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of CMI. The District hereby engages the CMI as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory, Extended Day and Mental Health Professional Demonstration Grants and CMI hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of CMI: CMI shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Preparatory, Extended Day and Mental Health Professional Demonstration Grants for the 2022/2023 School Year including:

a) Development of social support services, including Girls Circles that promote positive self-development in young women.

b) Elementary programming will rotate on a 10-week basis pairing elementary schools for the most effective programming. Preparatory schools and high school will receive weekly services and interventions.

c) Participation in Student Support Team meetings upon request to ensure appropriate referral or intervention services provided for individual students

d) Parent/student workshops upon request by school administration.

All of the functions will be performed by the party CMI or its subcontractor approved by the District and shall be coordinated through the Program Director of the 21st Century Preparatory, Extended Day and Mental Health Professional Demonstration Grants. CMI and/or its subcontractor shall possess a thorough knowledge of social support services as they relate to the implementation of the Grant Objectives.

3. Relationship Between the Parties. CMI shall not be an employee of the District. CMI is engaged by the District only for the purposes and to the extent set forth in this Contract and the relationship to the District during the term of this Contract 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. CMI is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to CMI. Upon receipt of a payment invoice, the District shall pay to CMI for its services hereunder a sum not to exceed \$80,000 to be paid in four (4) equal installments of \$20,000 on November 15, 2022, January 30, 2023,

March 30, 2023, and June 30, 2023. Payment checks payable to the order of Community Missions Inc. shall be deemed full payment to and acquittance by CMI.

5. Indemnification. To the fullest extent permitted by law, CMI 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 Contract excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. CMI and/or its subcontractor(s) shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. CMI and/or its subcontractor(s) 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 1st, 2022 to June 30th, 2023, 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 CMI under this Contract are unique and personal. Accordingly, CMI party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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.

8. Entire Contract. This Contract 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 Contract on the date and year first above written.

Community Missions, INC.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Robyn Krueger  
President and C.E.O.  
President, Board of Education

Russell Petrozzi

## **6.09 Approval of Contract for Consulting Services Between The City School District of The City Of Niagara Falls and Because I Tried Enterprises, Inc. for Student Support Services for The School Year (September 1, 2022 – June 30, 2023) (SG1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Maurice Cox's company, Because I Tried Enterprises, Inc., to provide youth mentoring services under the scope of the Extended School Day and 21st Century Preparatory grants; and

WHEREAS, Mr. Cox has extensive experience in mentoring and teaching youth and is a captivating motivational speaker who is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Mr. Cox's company, Because I Tried Enterprises, Inc., to provide mentoring, social, and emotional support services for students participating in the "Winning Because I Tried" Mentoring Program; and

WHEREAS, District Administration has negotiated a new Contract with Because I Tried Enterprises, Inc., to provide mentoring services for Fall 2022 and Spring 2023 in scheduled classes at LaSalle Preparatory School, Gaskill Preparatory School and Niagara Falls High School for a cost not to exceed \$50,000.00 for period effective 9-1-2022 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Because I Tried Enterprises, Inc. for Student Support Services for the school year at a sum not to exceed \$50,000.00 for the period September 1, 2022 through June 30, 2023, attached hereto, be and is hereby 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
BECAUSE I TRIED ENTERPRISES, INC

THIS AGREEMENT, made this 22nd day of September 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Because I Tried Enterprises, Inc., PO Box 1278, Buffalo, NY, 14214.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Because I Tried Enterprises, Inc. as an independent contractor to render to the District professional services regarding implementation of the Extended School Day and 21st Century Preparatory Grant objectives and Because I Tried Enterprises, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Because I Tried Enterprises, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Prep and Extended School Day Grants for the school year (September 1, 2022 to June 30, 2023), including:

- Maximum of 10-15 students per class
- Two eight week programs at the Prep School Level
- One six week program at Niagara Falls High School
- Programs can be offered both before and after school
- Program dates to run from October 2022 through June 2023
- Program graduation including party, certificates, awards and gifts
- Additional mentoring will be available such as participation in the Black Excellence Mentoring Program at Niagara Falls High School

All of the functions will be performed by Because I Tried Enterprises, Inc. and shall be coordinated with the Program Director and/or District Administration. Because I Tried Enterprises, Inc. possesses a thorough knowledge of social support services as they relate to the implementation of 21st Century Prep and Extended School Day Grant Objectives.

3. Relationship Between the Parties. Because I Tried Enterprises, Inc. shall not be an employee of the District. Because I Tried Enterprises, Inc. 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. Because I Tried Enterprises, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Because I Tried Enterprises, Inc. for services hereunder a sum not to exceed \$50,000.00 to be paid in two installments of \$25,000 on January 30, 2023 and June 30, 2023. Payment checks payable to the order of Because I Tried Enterprises, Inc. shall be deemed full payment to and acquittance by Because I Tried Enterprises, Inc.

5. Indemnification. To the fullest extent permitted by law, Because I Tried Enterprises, Inc. 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. Because I Tried Enterprises, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Because I Tried Enterprises, Inc. is 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, 2022 to June 30, 2023, 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 Because I Tried Enterprises, Inc. under this Agreement are unique and personal. Accordingly, Because I Tried Enterprises, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

BECAUSE I TRIED ENTERPRISES, INC  
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Maurice Cox  
President

Russell Petrozzi

**6.10** Approval Of Contract for Professional Consulting Services Between The City School District Of The City Of Niagara Falls and HOGHOL (Formerly F-Bites) for the School Year (September 1, 2022 – June 30, 2023) (SG1)

WHEREAS, HOGHOL (formerly known as F-BITES and an acronym for “Heart of Gold, Head of Lettuce”) has designed a program to give students the chance to learn important life skills and break the cycle of poverty; and

WHEREAS, The program does this by utilizing culinary education and cooking instruction as a vehicle to develop leadership, professional skills and career readiness; and

WHEREAS, The program is a hands-on solution to the problems facing at-risk youth as “Chef Bobby” helps prepare participants for the many obstacles they will face in life; and

WHEREAS, The District contracted with Chef Bobby’s organization F-BITES to provide programming at LaSalle and Gaskill Preparatory Schools as well as Niagara Falls High School for the 2021-2022 school year; and

WHEREAS, The program was a tremendous success; and

WHEREAS, District administration wishes to continue the program and has negotiated a Contract with HOGHOL to provide weekly youth mentoring for Prep and High School Students at a cost not to exceed \$114,500.00 for the period effective September 1, 2022 – June 30, 2023.

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGHOL for professional services at a sum not to exceed \$114,500.00 for the period September 1, 2022 through June 30, 2023, attached hereto, be and is hereby 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR HOGHOL

THIS CONTRACT, made this 22nd day of September, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter “District”) and HOGHOL, 1 Symphony Circle, Buffalo, NY, 14213.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages HOGHOL as an independent contractor to render to the District professional social and emotional student support services and HOGHOL hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: HOGHOL shall provide and render to the District the usual and customary services of a contractor for professional services for the 2022-2023 school year, including:

a) Culinary and life skills weekly programming for Prep and High School students including the cost of food and beverage;

- b) After school events throughout the school year;
  - c) Collaboration with school administration as needed;
- All of services shall be performed in consultation with the Superintendent of Schools

3. Relationship Between the Parties. HOGHOL shall not be an employee of the District. HOGHOL is engaged by the District only for the purposes and to the extent set forth in this Contract and the relationship to the District during the term of this Contract 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. HOGHOL is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to HOGHOL for services hereunder a sum not to exceed \$114,500.00 to be paid in four (4) equal installments of \$28,625 on November 1, 2022, January 30, 2023, March 30, 2023, and June 30, 2023. Payment checks payable to the order of HOGHOL shall be deemed full payment to and acquittance by HOGHOL.

5. Indemnification. To the fullest extent permitted by law, HOGHOL 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 Contract excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. HOGHOL shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HOGHOL is 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, 2022 to June 30, 2023, 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 HOGHOL under this Contract are unique and personal. Accordingly, HOGHOL shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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 Contract. This Contract 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.

HOGHOL  
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Jamie Evans  
Coordinator

Russell Petrozzi  
President, Board of Education

#### **6.11 Approval of Contract for Professional Services Between The City School District of the City of Niagara Falls, and Niagara Falls Boys & Girls Club (September 1, 2022 – June 30, 2023) (SG1)**

WHEREAS, The District desires to retain the Niagara Falls Boys & Girls Club as an independent consultant to provide youth mentoring, academic support, and enrichment activities; and

WHEREAS, A proposed Contract has been negotiated with the Niagara Falls and the Niagara Falls Boys & Girls Club providing for the services to be performed at all elementary schools and the prep schools for the period of September 1, 2022 through June 30, 2023 at a cost not exceed \$255,000, to be billed quarterly in the amount of \$63,750; therefore be it

RESOLVED, That the Contract for professional services between the City School District of City of Niagara Falls and Niagara Falls Boys & Girls Club, Inc., at a sum not to exceed \$255,000.00 for period September 1, 2022 through June 30, 2023 attached hereto, be and is hereby 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 SERVICES BY

BY NIAGARA FALLS BOYS & GIRLS CLUB

THIS AGREEMENT, made this 22nd day of September, 2022 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 Niagara Falls Boys & Girls Club, 725 17th Street, Niagara Falls, NY 14301, 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 engaging afterschool and summer activities 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 which shall include but not be limited to the following:

- a. Youth mentoring to Elementary and Prep Level students.
- b. Academic support and enrichment activities at all Elementary schools and the Prep schools.
- c. Daily Programming aligned with the After-School Program during the 2022-22 school year that will include appropriate supervision, enrichment activities and mental/social support services.
- d. Appropriate record keeping and tracking of student attendance while participating in after school programming.

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 a sum not to exceed \$255,000 in quarterly installments of \$63,750 on October 15, 2022, December 15, 2022, March 15, 2023 and June 15, 2023 up to the invoice date. Invoice shall be submitted by the Second Party quarterly on the dates herein stated. 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, City School District of the City of Niagara Falls, as additional party 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, 2022 through June 30, 2023, 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.

Niagara Falls Boys and Girls Club

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

\_\_\_\_\_  
Rebecca Vincheski

\_\_\_\_\_  
President Russell Petrozzi

**6.12 Approval of Contract for Consulting Services Between The City School District Of The City Of Niagara Falls and Native Language Services, LLC. for Student Support Services for School Year (September 1, 2022 – June 30, 2023) (SG1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide, social emotional, advocacy and bilingual communications support services for students; and

WHEREAS, For the last school year, the District has contracted with Jose Garcia's company, "Native Language Services, LLC", to provide mentoring, advocacy, and bilingual communications support services under the scope of the Extended School Day and 21st Century Prep grants; and

WHEREAS, Mr. Garcia has extensive experience in mentoring and bilingual interpersonal communications and who is able to reach many students who face difficult life challenges as native language speakers both in school and in the community; and

WHEREAS, The District wishes to again enter into Contract with Mr. Garcia's company, Native Language Services, LLC., to provide mentoring, advocacy and bilingual communications support services for students living and attending school in the Niagara Falls City School District community; and

WHEREAS, District Administration has negotiated a new Contract with Native Language Services, to provide mentoring, advocacy and bilingual communications services at GJ Mann Elementary School, Henry J. Kalfas Elementary School, LaSalle Prep School and Niagara Falls High School for a cost not to exceed \$30,000.00 for period effective 9-1-2022 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Native Language Services, LLC for Student Support Services for the school year at a sum not to exceed \$30,000.00 for the period September 1, 2022 through June 30, 2022, attached hereto, be and hereby is 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR NATIVE LANGUAGE SERVICES, LLC**

THIS AGREEMENT, made this 22ND day of September 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Native Language Services, LLC, 130 Fieldstone Drive, Grand Island, NY 14072

WITNESSETH: IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Native Language Services, LLC as an independent contractor to render to the District professional services regarding implementation of English Language Learner

support to students and Native Language Services, LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Native Language Services, LLC shall provide and render to the District the usual and customary services of a contractor for professional services, (September 1, 2022 – June 30, 2023), including:

- Native Language Services will make introductions and establish relationships with students and families through open conversation in the preferred language
- Native Language Services will help to identify learner needs and develop resolution strategies in concert with teachers, counselors or administration – to include real or perceived bullying or other factors that impact the child's academic or social emotional well being
- Native Language Services will support open conversation with a focus on social engagement to address the isolation that a language barrier can present
- Native Language Services will foster increased parent engagement through home visitation, in-person and virtual sessions as required to connect the parent with their child's education and the development of home-school partnerships
- Native Language Services will conduct home visits to address issues related to school attendance or other purposes as indicated by Niagara Falls City School District Staff

All of the functions will be performed by Native Language Services, LLC and shall be coordinated with School Administration and/or District Administration. Native Language Services, LLC. possesses a thorough knowledge of social support services in the area of support for English Language Learners.

3. Relationship Between the Parties. Native Language Services, LLC shall not be an employee of the District. Native Language Services, 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 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. Native Language Services, LLC s to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the Native Language Services, LLC for services hereunder a sum not to exceed \$30,000.00 to be paid in two equal installments of \$15,000 on January 15, 2023 and June 30, 2023. Payment checks payable to the order of Native Language Services, LLC shall be deemed full payment to and acquittance Native Language Services, LLC.

5. Indemnification. To the fullest extent permitted by law, Native Language Services, 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. Native Language Services, LLC shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Native Language Services, LLC is 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, 2022 to June 30, 2023, 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 Native Language Services, LLC under this Agreement are unique and personal. Accordingly, Native Language Services, LLC 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 Contract. This Contract 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 Contract on the date and year first above written.

NATIVE LANGUAGE SERVICES, LLC

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

**6.13 Approval of Contract for Professional Services by Independent Contractor between The City School District of The City of Niagara Falls and Pediatric Home Nursing Services, Inc D/B/A Aveanna Health Care for The 2022 – 2023 School Year (SG1)**

WHEREAS, The City School District of the City of Niagara Falls 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 and RN services through a contract with Pediatric Home Nursing Services, Inc d/b/a Aveanna Healthcare 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 Agreement are the standard rates of \$50.00 - \$60.00 per hour for LPN and RN services respectively, and \$50.00 - \$60.00 per trip for transport services not exceeding two hours in duration; and

WHEREAS The Agreement shall be effective for the term commencing September 1, 2022 and terminating June 30, 2023; therefore be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby approves the Agreement attached hereto with Pediatric Home Nursing Services, Inc d/b/a Aveanna Healthcare to provide qualified professionals for services to students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rates of \$50.00 - \$60.00 per hour, or per transport trip not exceeding two hours in duration, for the period commencing September 1, 2022 and terminating June 30, 2023; and be it further

RESOLVED, That the terms and conditions of the Agreement are subject to such modifications of 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 said contract; and

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

**PROVIDER AGREEMENT**

This Provider Agreement (the "Agreement"), dated **September 01, 2022**, is between **Niagara Falls City School District** ("SCHOOL") and **Pediatric Home Nursing Services, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA") with a location at 2250 Wehrle Drive, Suite 1, Williamsville, NY 14221-7034.

WHEREAS SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

**1. Obligations of AVEANNA.**

a. **General.** AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services agreed to herein.

b. **Provision of Services.** AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. **Personnel.** AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

d. **Supervision/Evaluation.** AVEANNA shall be responsible for the administrative and nursing supervision of AVEANNA employees providing services pursuant to this Agreement.

e. **Background Checks.** AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

f. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

**2. Obligations of SCHOOL.**

a. **General.** SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

**3. Term/Termination.**

This Agreement shall be effective September 1, 2022, through August 31, 2023. Either party may terminate this

Agreement at any time upon thirty (30) days written notice 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.

**4. Miscellaneous.**

**a. Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

**b. Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement.

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. 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. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. Entire Agreement.** This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

**h. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of New York.

**i. Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**j. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, or (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

**k. Waiver.** Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

The authorized representatives of the parties have signed this Agreement.

Niagara Falls City School District  
630 66<sup>th</sup> Street  
Niagara Falls, NY 14304

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INVOICE/BILLING ADDRESS:**

Contact Name and phone number for questions related to invoices

Niagara Falls City School District  
630 – 66<sup>th</sup> Street, Niagara Falls, NY 14304  
Attn: Rebecca Holody 716-286-4223

**BILLING FREQUENCY:**

Weekly  
X - Monthly

Email address for invoice submission: [RHolody@nfschools.net](mailto:RHolody@nfschools.net)

Date final invoices for the school year must be received by school: **July 15, 2023**

Purchase order number **X Is Required** ☐ Is NOT on invoices submitted to the school

Time Sheets **X Are Required** ☐ Are NOT Required back up documentation with invoices

Pediatric Home Nursing Services, Inc. dba Aveanna Healthcare  
400 Interstate N. Parkway, SE Suite 1600  
Atlanta, GA 30339  
Attn: Contracts Dept  
[contracting@aveanna.com](mailto:contracting@aveanna.com)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AVEANNA HEALTHCARE****Schedule "A"****Services/Fee Schedule**

<b>Service</b>	<b>Standard Hourly Rate</b>
1:1 RN	\$60.00
1:1 LPN	\$50.00
School Nurse RN	\$60.00
School Nurse LPN	\$50.00
Substitute Nurse RN	\$60.00
Substitute Nurse LPN	\$50.00
Classroom Nurse RN	\$60.00
Classroom Nurse LPN	\$50.00
Transport Nurse RN*	\$60 per trip (up to 2 hours, then 1:1 hourly rate for additional hours)
Transport Nurse LPN*	\$50.00 per trip (up to 2 hours, then 1:1 hourly rate for additional hours)

\*Transport Employee: Nursing transportation services consist of an employee riding in a school sponsored vehicle with a single special needs student to accompany the student from home to school and school to home. No other nursing services are provided. Charges for this service will be based on a rate per trip with a maximum of two (2) hours for services rendered by RN or LPN. Services that exceed the initial two hours will be billed at the 1:1 RN or 1:1 LPN contract rate.

## Billable hours include:

Hours that Student(s) is in school, including school-related activities such as field trips

Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the SCHOOL

**Items 6.04 -6.16 approved on a motion by Anthony F Paretto, second by Paul Kudela.**

**Final Resolution: Motion Carries**

**Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo \*note: Mr. Petrozzi abstained from item 6.14.**

**6.14 Approval of Agreement for Professional Services Between The City School District Of The City of Niagara Falls and Aero Car and Limo Services, Inc., D.B.A. Aero Transportation for 2022–2023 School Year (SG1)**

WHEREAS, The District is obligated to provide appropriate transportation services to students; and

WHEREAS, The District has provided transportation supports for students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aero Transportation 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 Agreement are the standard rates of \$3.50 per mile beginning and ending at 2744 Niagara Falls Blvd. Niagara Falls, NY, plus \$10.00 for each pick-up location; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aero Car and Limo Services, Inc., D.B.A. Aero Transportation to provide transport by qualified professionals for students upon request, on an as needed or long-term basis, at the rates as provided therein, a copy of which is attached for a period commencing September 1, 2022 and ending June 30, 2023; 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.

AGREEMENT FOR PROFESSIONAL SERVICES FOR TRANSPORTATION SERVICES

The following agreement is made between Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, 6951 Williams Road, Niagara Falls, NY 14304 and, City School District of The City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304, herein referred to as the “District”.

Aero Car and Limo Services, Inc., DBA Aero Transportation agrees to provide door to door transportation services for City School District of the City of Niagara Falls students as outlined below:

#### Requirements

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide round trip door to door transportation services for Niagara Falls students from / to their homes to / from out of district educational facility per student IEP as agreed upon with the Committee on Special Education weekdays that school is in session.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation, agrees to provide transportation services for students from a school building to the student’s home in the event of a medical dismissal related to Covid-19 or other illness as needed.

Aero Car and Limo Services, Inc., D.B.A. Aero Transportation agrees to provide additional transportation services for students of the City School District of the City of Niagara Falls on an as needed basis. Additional transportation services may include transport of students in temporary housing outside of District boundaries per McKinney-Vento Act provisions, and transport of students in educational programs in partnership with local business partners to business locations.

All Aero Car and Limo Services, Inc., D.B.A. Aero Transportation drivers shall be capable, skilled, and hold all necessary licenses and permits as may be required by applicable Federal, State and Local laws – including, but not limited to, NYS DOT 19A Certification. All Aero Transportation’s drivers are subject to pre-employment drug screen and criminal background checks. Additionally, they are subject to random drug and alcohol testing per DOT guidelines.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall, to the fullest extent permitted by law indemnify and hold harmless the City School District of the City of Niagara Falls, 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 Transportation Agreement excepting, however, the negligent acts or omissions of the City School District of the City of Niagara Falls, its agents, servants and/or employees.

Aero Car and Limo Services, Inc., DBA Aero Transportation, shall maintain general liability insurance in amounts acceptable to the City School District of the City of Niagara Falls. All policies shall name the District as an additional part insured. A certificate of insurance shall be filed with the District prior to the commencement of services and after each renewal date of the policies listed on the certificate. The certificate shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days’ prior written notice is given to the District.

#### Rates

- Aero Car and Limo Services, Inc., DBA Aero Transportation, will charge a fee of \$3.50 per mile beginning and ending at 6951 Williams Road, Niagara Falls, NY 14304 for each transportation service.
- Aero Car and Limo Services, Inc., DBA Aero Transportation will charge a fee of \$10.00 for each pick-up location. This fee will apply to no-show students if the stop is requested by District staff per this agreement.

### **6.15 Approval of Agreement with Easterseals New York (Kessler Center) to Provide Specialized Services to the District for 2022-2023 School Year (SG1)**

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, students who are classified with significant Autism require a more therapeutic treatment-oriented program; and

WHEREAS Easterseals New York is one the few specific State- approved schools which provide more intensive services in residential or day treatment settings for students identified with Autism; and

WHEREAS, the Administration recommends that during the 2022-2023 school year, the District enter into a contract with Easterseals New York to provide educational and therapeutic services, within their residential treatment program, for District students who are determined to be in need of such services and unable to attend District schools for their educational program: and

WHEREAS, The proposed Contract provides for Easterseals New York to provide such requested services at a rate to be determined by the State Education Department for the period of September 1, 2022, through June 30, 2023 and further should the Committee on Special Education determine students whose progress may need additional two months (July and August) of instruction that rate for those months will as determined by the State Education Department; now therefore, be it



RESOLVED, That the Contract with Easterseals New York (Kessler Center) for the period commencing July 1, 2022, and ending June 30, 2023, a copy of which is attached, be and the same is hereby 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 be it further

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

#### 6. AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT made this 22nd day of September 2022, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630- 661h Street, Niagara Falls, New York, party of the first part, herein called the School District, and Easterseals New York (Kessler Center) 402 Rogers Pkwy, Rochester, 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 2022-2023 school year, commencing on or about July 1, 2022, and ending on or about June 30, 2023, 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 2022-2023 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, 2022, 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 Contract, except such losses and damages resulting from the negligence of the School District its agents servants and/or employees.

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, 2022 and terminate June 30, 2023. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Easterseals New York (Kessler Center) 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.

**6.16 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 University for E-Sports Programming (September 1, 2022 - June 30, 2023) (SG1)**

WHEREAS, The E-Sports Program has had a great impact on student engagement related to college academic course offerings of two college credit courses, on campus field trips, and enrichment experiences, tailored to high school students rising into 11th or 12th grade of Niagara Falls High School; and

WHEREAS, The District Administration wishes to continue the E-Sports Program and has negotiated a Contract with Niagara University to provide the Program for an agreed upon fee of \$29,100.00, payable in two equal installments of \$14,550. The Contract shall be effective for a term commencing September 1, 2022 and ending June 30, 2023;

The District wishes to again provide school year E-Sports programming through Niagara University to Niagara Falls High School Students, and has contracted with Niagara University to provide two college credit bearing courses on campus field trips and enrichment experiences tailored to the students rising into 11th or 12th grade of Niagara Falls High School for a not to exceed agreed upon fee of \$29,100.00, payable in two equal installments of \$14,550.

WHEREAS, The Contract shall be effective for a term commencing September 1, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Niagara University for E-Sports programming for the 2022/23 School Year; 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 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.

CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR NIAGARA UNIVERSITY

THIS AGREEMENT, made this 22nd day of September 2022, 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, 11 Vincentian Drive, Unit # 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 E-Sports programming for the 2022/23 School Year and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

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 2022/23 E-Sports Program:

- a) Academic course offerings during the 2022/23 school year that include a college bearing credit course in both Fall 2022 and Spring 2023, and advisory support services offered by Niagara University staff;
- b) Classroom supplies including any needed online materials;
- c) On-campus visits at Niagara University including courses being taught on campus if it is 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 for its services hereunder a sum not to exceed \$29,100.00, in two (2) installments of \$14,550, payable to the order of the University on January 15, 2023 and June 30, 2023. Invoices shall be submitted by the University on the dates herein stated. The University shall deem payment checks payable to the order of the University full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay to the University for its services hereunder a sum not to exceed \$29,100. Payment checks payable to the order of the University in two equal installments on January 15, 2023 and June 15, 2023.

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. Term of Agreement. This contract shall be effective from September 1, 2022 to June 30, 2023, 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.

7. 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.

8. 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.

**Item 6.17 approved on a motion by Vincent Cancemi, second by Nicholas Vilardo.**

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Abstain: Michael Capizzi

**6.17 Approval of 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 District-Wide School Improvement, from October, 2022 – August 31, 2023 (SG1)**

WHEREAS, TSI districts require support and guidance for data gathering, professional development, and DCIP monitoring; and

WHEREAS, The District wishes to retain PLC Associates, Inc, an approved outside provider to provide the necessary services required for District –wide Improvement and has negotiated a Contract with PLC Associates to provide the services; and

WHEREAS, The Contract will be for a term commencing October 1, 2022, and terminating August 31, 2023 for an amount not to exceed \$31,475.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing October 1, 2022 and terminating August 31, 2023 for an amount not to exceed \$31,475.00; 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 Contract, made this 22nd day of September, 2022, 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, PO Box

130, Pittsford, New York, 14534 hereinafter called the “Second Party”);

W ITNESSETH:

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 Targeted Support and Improvement 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 Targeted Support and Improvement School planning, which services shall include, without limitation, the following:

a. The Data Triangle Stakeholder Survey, to include analysis and District and School reports;

b. District leadership support for monitoring and measuring the impact of the School Comprehensive Education Plan;

c. Professional Development for four new Assistant Principals;

All of these functions shall be performed under the direction of the Assistant Superintendent for Curriculum and Instruction. The 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 Contract, and the relationship to the First Party during the term of this Contract 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 \$31,475.00 provided the services have been completed, payable in quarterly installments each of \$7,868.75. PLC shall invoice the District quarterly for services rendered within the quarter, on or about the

following dates: December 1, 2022, February 3, 2023, May 1, 2023, and August 30, 2023. 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 by 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, 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 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 10/01/22 through 8/31/23, 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.

**Item 6.18 approved on a motion by Vincent Cancemi, second by Nicholas Vilardo.**

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Abstain: Michael Capizzi

**6.18 Approval of 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 Four District Schools, from October, 2022 – August 31, 2023 (SG1)**

WHEREAS, schools require support and guidance for data gathering, professional development, and SCEP monitoring; and

WHEREAS, A Contract for consulting services with PLC Associates is desired to provide said consultation; and

WHEREAS, The Contract will be for a term commencing October 1, 2022, and terminating August 31, 2023 for an amount not to exceed \$73,400.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing October 1, 2022 and terminating August 31, 2023 for an amount not to exceed \$73,400.00; 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 Contract , made this 22nd day of September, 2022, 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, PO Box 130, 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 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 School Improvement planning, which services shall include, without limitation, the following:

a. School leadership support for monitoring and measuring the impact of the School Comprehensive Education  
Plan;

b. Professional Development on high leverage instructional strategies for District instructional staff (The  
Foundational Five Staff Development Program);

All of these functions shall be performed under the direction of the Assistant Superintendent for Curriculum  
and Instruction. The 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 Contract, and the relationship  
to the First Party during the term of this Contract 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 \$73,400.00 provided the services have been completed, payable in quarterly  
installments each of \$18,350.75. PLC shall invoice the District quarterly for services rendered within the quarter, on or  
about the following dates: December 1, 2022, February 3, 2023, May 1, 2023, and August 30, 2023. 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, 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 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 10/01/22 through 8/31/23, 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.

**Item 6.19 approved on a motion by** Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Abstain: Michael Capizzi

**6.19** Approval of 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 Two Schools Designated as Targeted Support and Improvement Schools, from October, 2022 – August 31, 2023 (SG1)

WHEREAS, TSI schools require support and guidance for data gathering, professional development, and SCEP monitoring; and

WHEREAS, The District wishes to retain PLC Associates, Inc, an approved outside provider to provide the necessary services required for the two schools and has negotiated a Contract with PLC Associates to provide the services for the two targeted schools; and

WHEREAS The Contract will be for a term commencing October 1, 2022, and terminating August 31, 2023 for an amount not to exceed \$80,895.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with PLC Associates, a copy of which is hereto attached which provides, among other things, for a term commencing October 1, 2022 and terminating August 31, 2023 for an amount not to exceed \$80,895.00; 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 Contract, made this 22nd day of September, 2022, 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, PO Box 130, 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 Targeted Support and Improvement 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 Targeted Support and Improvement School planning, which services shall include, without limitation, the following:
  - a. The Data Triangle Stakeholder Survey, to include analysis and School reports;
  - b. School leadership support for monitoring and measuring the impact of the School Comprehensive Education Plan;
  - c. Professional Development on high leverage instructional strategies for District instructional staff (The Foundational Five Staff Development Program);All of these functions shall be performed under the direction of the District. The 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 Contract, and the relationship to the First Party during the term of this Contract 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 \$80,895.00 provided the services have been completed, payable in quarterly installments each of \$20,223.75. PLC shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: December 1, 2022, February 3, 2023, May 1, 2023, and August 30,

2023. 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, 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 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 10/01/22 through

8/31/23, 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.

**Item 6.20 approved on a motion by Anthony F Paretto, second by Rob Bilson.**

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.20 Approval of Agreement for Purchase of Subscription Services with Stanley CCS to Furnish, Install, and Maintain Evolv Technology Weapons Screening Equipment for the Period of 2022 – 2026 (SG 2,3)**

WHEREAS, The District agrees to purchase the subscription with Stanley CCS. For Evolv weapons screening technology; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the Agreement for the Purchase from Stanley CCS, of a subscription of weapons screen technology services and equipment for the period beginning October 1, 2022 and terminating September 30, 2026; and

WHEREAS, The fee for this subscription shall be paid at a rate of \$1,245.05 for each of nine (9) units to be installed at (8) eight elementary schools (\$11,205.45) monthly for a period of (48) months, billed quarterly, and a one-time installation cost of \$35,233.44 for each of nine (9) units at eight (8) elementary schools (\$317,100.96) billed at time of installation. Total installation and subscription amount to be paid is \$854,962.56 over 48 months; therefore be it

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



RESOLVED, That the Agreement for the purchase of subscription services for the Stanley CCS to furnish, install, and maintain Evolv weapons screening technology at the School District of the City of Niagara Falls, New York per the quotes, attached hereto, be approved; and

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

**Item 6.21 approved on a motion by** Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.21 Approval of Contract C121 – Plumbing Construction Capital Project- Stewardship Project, Phase III, Bid 09 For The 2022/2023 School Year (SG 3)**

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Contract C121 – Plumbing Construction, Stewardship Project, Phase III – Bid No. 09 for the 2022/2023 School Year; and

WHEREAS, Legal noticed was published September 1, 2022; and

WHEREAS, Bids were publicly opened and read on September 20, 2022 and (3) three properly executed bids were received; and

WHEREAS, Architect CPL, Clark Patterson Lee, and Construction Manager, Buffalo Construction Consultants, analyzed the bids and having found no objection recommends the award of Contract C121 – Plumbing Construction, Stewardship Project, Phase III Bid No. 09 for the 2022/2023 school year for the amount of \$56,400.00, to the apparent low bidder MLP Plumbing and Mechanical Inc. 3198 Union Rd Cheektowaga, NY 14227; and

WHEREAS, Based on Clark Patterson Lee and Buffalo Construction Consultants recommendations, Mark Laurie, Superintendent of Schools recommends the Board award Contract C121 – Plumbing Construction, Stewardship Project, Phase III – Bid No. 09 for the 2022/2023 School Year for the amount of \$56,400.00, to MLP Plumbing and Mechanical Inc. 3198 Union Rd Cheektowaga, NY 14227; therefore, be it

RESOLVED, That the Board hereby awards Contract C121 – Plumbing Construction, Stewardship Project, Phase III – Bid No. 09 for the 2022/2023 School Year for the amount of \$56,400.00, to MLP Plumbing and Mechanical Inc. 3198 Union Rd Cheektowaga, NY 14227 and approves the Contract hereto attached, between the School District of the City of Niagara Falls and MLP Plumbing and Mechanical Inc. 3198 Union Rd Cheektowaga, NY 14227, for the construction of the Project according the Contract Documents; 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 President of the Board be authorized and directed to execute attached Contract; and

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

**Item 6.22 approved on a motion by** Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.22 State Environmental Quality Review Act (SEQRA) Resolution of The City School District of The City of Niagara Falls, New York Capital Improvement “A Breath of Fresh Air” Renovation and Rehabilitation Project on Various School Buildings Throughout The City School District of The City of Niagara Falls (SG 3)**

A motion is recommended to approve the following resolution:

Approval of a Type II declaration for the renovation and rehabilitation of District properties during the capital improvement project known as “A Breath of Fresh Air” including Niagara Falls High School, Gaskill Preparatory School, LaSalle Preparatory School, Abate Elementary School, Cataract Elementary School, Hyde Park Elementary School, Henry J Kalfas Elementary School, Maple Avenue Elementary School, Bloneva Bond Primary School, 79th St Elementary School, Geraldine J Mann Elementary School, the Community Education Center, the DiFrancesco Head Start Center and the District Administration Building.

WHEREAS, the Board of Education of the City School District of the City of Niagara Falls (the “Board”) has considered the impact to the environment of the following scope of work to be completed:

1. Niagara Falls High School (SED 400-8000-043)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
2. Gaskill Preparatory School (SED 400-8000-001)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
3. LaSalle Preparatory School (SED 400-8000-020)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
4. Abate Elementary School (SED 400-8000-038)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
5. Cataract Elementary School (SED 400-8000-039)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
6. Hyde Park Elementary School (SED 400-8000-026)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
7. Henry J Kalfas Elementary School (SED 400-8000-014)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements

- Site Improvements on less than 1 acre of land (.50 acre)
- 8. Maple Avenue Elementary School (SED 400-8000-015)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 9. Bloneva Bond Primary School (SED 400-8000-032)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 10. 79th St. Elementary School (SED 400-8000-005)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 11. Geraldine J Mann Elementary School (SED 400-8000-011)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 12. Community Education Center (SED 400-8000-033)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 13. DiFrancesco Head Start Center (SED 400-8000-021)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)
- 14. Administration Building (SED 400-8000-024)
  - Security upgrades
  - HVAC upgrades and replacements
  - HVAC Controls upgrades and replacements
  - Data cable and wiring upgrades and replacements
  - Site Improvements on less than 1 acre of land (.50 acre)

WHEREAS, the Board has reviewed the scope of work set forth above as one Proposed Action, and has further consulted with its Architects and legal counsel with respect to potential for environmental impacts resulting from the Proposed Action; and

WHEREAS, the Board has relied on the statement of facts contained in the State Education Department Project Descriptions (Form FP-PD) and reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR Part 617 of the Environmental Conservation Law, Article 8 (SEQRA) and concluded that the project involves:

- Maintenance or reconstruction involving no substantial changes in an existing facility or structure (6 NYCRR §617.5(c)(1)); and
- Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes (6 NYCRR §617.5(c)(2)); therefore, be it

RESOLVED, the Proposed Action, individually and cumulatively, (i) in no case, has any significant adverse impact on the environment based on the criteria set forth in 6 NYCRR Part 617; (ii) are not a typical Type I action as defined in 6 NYCRR Part 617; (iii) does not constitute substantial changes to the existing facilities and (iv) involved routine activities of educational institutions, and, therefore, does not exceed the thresholds for a Type II Action established under 6 NYCRR Part 617; and

RESOLVED, the Board hereby determines the Proposed Action as a Type II action in accordance with SEQRA regulations; and

RESOLVED, no further review of the Proposed Action is required under SEQRA; and

RESOLVED, this resolution shall be effective immediately.

**Item 6.23 approved on a motion by Nicholas Vilardo, second by Vincent Cancemi.**

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.23 Approval of Payment No. 07 To U&S Services, Inc. for Security Camera Work, Contract #120, on The Smart Schools Bond Act Project – Phase II, District-Wide (SG 3)**

A motion is recommended for the approval of the following resolution: Payment #07 to U&S Services, Inc., for Security Camera work on the Smart Schools Bond Act Project – Phase II, District-Wide.

WHEREAS, The Board of Education executed a Contract dated September 10, 2021, with U&S Services, Inc., for Security Camera work on the Smart Schools Bond Act Project – Phase II, District-Wide, 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, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services, Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$8,900.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers, Buffalo Construction Consultants and Rebecca Holody, 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 \$445.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$8,900.00 to U&S Services, Inc. 95 Stark St. Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #07; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

## **7. Review of the Proposed Policy**

### **7.01 Policy 8260 Parent Engagement (SG1,4)**

## **8. Information and Reports**

### **8.01 Public Comment on Non-Agenda Items**

ORAL:

1. Donta Myles 631 16<sup>th</sup> street in re: NT . Racism has been heavy in Niagara County for decades. North Tonawanda has always been a “sundown town.” Students shouldn’t have to be bullied

when participating in sports. Encouraged the Board to take a stand on this issue. The NF BOE response will tell a story. Kids need to know NFCSD cares.

2. Samika Sullivan 6 C street – Thanked Mr. Laurie for following up in re: NT. NT needs to be accountable. Asks NF BOE to support them. They will be at NT BOE meeting.
3. Debra Hicks – 3820 DeVeaux St.– spoke regarding NT; suggests a community board meeting with NT BOE.
4. Legend Lewis – 6 C Street – NT – spoke as a soccer player; North Tonawanda students need classes teaching students how to respect others.
5. Ezra Scott Jr. 1735 Caravelle Dr. – The behavior in NT was illustrative of systemic racism ; WNY has a higher than average number of racists according to a study (Chanel 7). He commends District leadership, but now is the time to pressure the NT District to address this.
6. Brenda Hamilton 1879 Michigan– spoke regarding NT – her son lives in Tonawanda – it is highly racist there, too. Spoke on the June 28 2022 supreme court ruling which she thought allows prayer back in school. She wants Christian prayer in school.
7. Gloria Dolson: 1502 Ontario – thank members for attending a recent Men Standing Strong Together event and for making a donation. Kudos to NF soccer players for their conduct.

#### **8.02 Superintendent's Report**

#### **8.03 Board Members Report and Comments**

Mr. Laurie: thanks to staff students parents opening of schools;

Thanks also to the NSS Revitalization Group for the ribbon on playground. The group also gave Bloneva Bond Primary School \$5,000 check.

Thanks to Hyde Park and Kalfas staff and students staff for their response to and cooperation around the bomb threat and gas leak earlier this week.

IN RESPONSE TO SPEAKERS: Addressing Legend specifically – Mr. Laurie expressed that he is sorry she was exposed to that abusive and traumatizing behavior.

Mr. Laurie plans to take these actions regarding the situation that occurred in North Tonawanda: Form a student athlete advisory council; this type of racist behavior has happened in other communities too.

Join the team tomorrow for its game

Provide game personnel who will travel with all teams as “spotters”

Tell all teams they can assemble and walk off field and come back to the District if this type of behavior occurs again.

Our athletes were appropriate.

Speak with Mr. Wojtila to present concerns. Mr. Laurie will attend NT BOE meeting.

Hire more minority teachers, employees etc.

Mr. Bass: apologized to Legend that she endured that behavior. Thanked her for advocating for herself. Regarding the response to the incident – the statement by NT was pathetic and non-committal. If the situation were reversed, that reaction would not be deemed sufficient. It shows a lack of response/dismissiveness. Mr. Bass then shared with Legend his own story of experiencing racism.

Mrs. Dunn: Expressed that, sadly, this type of racism is happening more in Niagara Falls, too. She described a similar experience she recently had right in her own neighborhood.

Mr. Cappizzi: Thanked staff for the well-run opening of schools and congratulated the speakers on their courage.

Mr. Kudela : Echoed previous comments made regarding racism and told Legend “I will never stop standing up for you.”

Mr. Vilardo: Echoed previous comments made regarding racism. The behavior experienced in NT was disgraceful and horrifying. Congratulated all on the opening of the playground at Bond Primary School.

Mr. Cancemi: Echoed previous comments made regarding racism. Congratulated all on the opening of schools and the opening of the playground at Bond Primary School.

Mr. Bilson: Echoed previous comments made regarding racism. Congratulated all on the opening of the playground at Bond Primary School.

Mr. Paretto: Echoed previous comments made regarding racism and recounted an experience he had as a JV football coach in which he and team were subject to racist comments and behavior. Mr. Paretto gave a passionate reply to this behavior and questioned why Section VI has not responded.

Mr. Petrozzi: Echoed previous comments made regarding racism and thanked the Superintendent for his work.

## 9. Advanced Planning

9.01 Future Agenda Items

9.02 Future Meeting Dates

<b>BRS</b> Thursday, Oct. 13, 2022	<b>ARS/Regular Mtg.</b> Thursday, Oct. 20, 2022
1.	1.
2. Capital Projects Update	2.
3. Review of Board Meeting Agenda Items – Oct. 20 <sup>th</sup> Regular Board Meeting – Mr. Laurie, Mrs. Glaser, Ms. Massaro	3. Review of Board Meeting Agenda Items – Oct. 20 <sup>th</sup> Regular Board Meeting – Mr. Laurie, Mrs. Glaser, Ms. Massaro

## 10. Adjournment

10.01 Meeting Adjourned







CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
 Niagara Falls, New York  
 Agenda Review Session, Regular Board Meeting  
 October 13, 2022

630 66th Street - Administration Building

PRESENT: Mr. Bass, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

EXCUSED: Mr. Bilson, Mr. Capizzi, Mr. Kudela.

5:38 p.m.

Capital Projects:

Mrs. Holody, Mr. Smeal, Mr. Schwertfager, Mr. DalPorto, BBC (Mr. Miceli, Mr. Dowling, Mr. Lowe), CPL (Ms. Blas, Mr. Erni, Mr. Trott, Mr. Zografos) presented the following update of capital projects.

Grantees must spend American Rescue Funds by Sept. 30, 2024; only some projects are allowable for these funds. Also, there are security needs that must be addressed.

A chart was presented outlining projects and whence the funds would come.

## Funding Sources

Proposed Project Items	ARP Grant	Referendum (Bonding)	General Fund	Stewardship Phase III
Bottle Fillers / Bubblers Installation				X
Bottle Fillers - Purchase	X			
Hyde Park Playground	X			
Kalfas Heat Pump Units	X			
Bloneva Bond Primary School - HVAC Upgrades	X			
Chillers at Niagara Falls High School	X			
Air Handlers at Niagara Falls High School	X			
Fire Suppression at Community Education Center		X		
Niagara Falls High School Fire Shutters		X		
GPS and LPS HVAC Mechanical		X		
GPS and LPS Air Conditioning		X		
Secure Vestibules Including Technology		X		
Door Security - Contacts, Fobs and Local Alarms		X		
Additional Cameras, Security Expert, Injectors		X		
Community Education Center Roof Replacement			X	
Walk of Fame			X	
Branding			X	
Greenhouse - Bloneva Bond Primary School			T.B.D.	

Some funds remain from the Stewardship Project. Following are suggested projects for those funds.  
 Phase III capital projects:

Bottle fillers/bubbler installation:

ARP Grant-funded:

Hyde Park Playground: in parking lot near 27<sup>th</sup> & Linwood;

Kalfas Heat Pump Upgrades

Bloneva Bond HVAC Upgrades (this item is high priority due to corrosion causing inefficient boilers)

NFHS Chiller Replacement – replacing with modular chillers

NFHS Penthouse and Air handler Rebuild- replacing steam, cooling coils; updating filtration system.

Tentative timeline: Timeline: Fall 2022 SED Submission  
Spring 2023 Public Bid  
Fall 2023 Construction  
Fall 2024 Project Completion.

The following projects may be included in future capital projects, pending a successful referendum:

CEC Fire Suppression System – dry system, can pull oxygen out of space without damaging records by using water.

NFHS Fire Shutter Replacement – entering house offices on first and second floors.

Gaskill and LaSalle HVAC with Air Conditioning – mechanical upgrades needed include ventilation anyway. It is cost effective to add A/C at this time. Every school but these are air conditioned.

Secure Vestibules – an obvious safety need. Secured glass; secured doors; in use with Evolv, Raptor systems.

Cameras, Door Contacts, and Door Access – 221 doors could be propped open. Address each one; alarm sounds if contact is broken.

The above projects would enjoy a 98% reimbursement. NYSEDA, National Fuel, and/or National Grid may be able to provide the remaining 2% through incentives aimed at de-carbonization. Mr. Petrozzi suggested also investigating the use of casino funds.

CEC Roof Replacement –Athletic Walk of Fame – Monument Park – three proposed designs were reviewed. Categories: athletes; alumni-veterans lost in wars; founders club.

This cannot be reimbursed by State; must use general fund money.

Tentative timeline:  
20 22 Board Resolution  
01/17/23  
Public Vote  
Summer 2023 SED Submission  
Fall 2023 Public Bid  
Spring 2024 Construction  
Fall 2025 Project Completion.

An agenda review was held.

Agenda Review Session  
October 20, 2022  
BOARD OF EDUCATION BUILDING

NIAGARA FALLS, NY 14304

5:30 P.M.

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mr. Cancemi, Mrs. Dunn, Mr. Petrozzi, Mr. Paretto, Mr. Vilardo; Mr. Laurrie

Excused: Mr. Kudela

STAFF: Mr. Carella, Ms. Doerr, Mrs. Glaser, Mr. Granieri, Mrs. Holody, Mrs. Jacklin, Ms. Massaro, Mr. Schwertfager, Mr. Smeal

#### AGENDA REVIEW SESSION

##### Review of External Audit 2022

Mrs. Holody, Mrs. Jacklin, and representatives from Dresher & Malecki (Mssrs. Trauthier & Presenki) the recently completed external audit.

The audit yielded no findings; D & M issued a clean opinion.

There are \$9.6 million in reserves. The cafeteria reserve is very high; the District will need to spend that down.

Federal aid: tested Head Start, American Rescue Grants – they also have clean opinions.

D & M complimented the work of the Business Office and affirmed that staff was very helpful and did not impede the work in any way.

In 2014, the OSC showed the NFCSD under moderate fiscal stress; the District then formulated a plan to address that; the situation is much improved.

One time revenues included casino payments and the CARES Act revenue. Pension plan, health insurance costs will rise; reserves will help allow this.

Mr. Laurrie: complimented Mrs. Holody, Mrs. Jacklin and team; they are fiscal stewards.

More than \$200 million revenue was studied; not one finding was assigned throughout. Casino money may not always be there, but the Board has never counted it or relied upon it. Taxes have only been raised once in 27 years. Mr. Laurrie will ask Standard & Poor to raise the District's bond rating to A++.

Concerns: a potential financial cliff looms– American Rescue Funds must be spent by Sept. 30, 2024, then that money is gone. Also, the Board is dealing with 23 CVA cases. They remain a concern.

##### **NFHS Pathways to Excellence & Students of McNair**

To meet students where they are, some needed assistance. NFT suggested an in-house alternative path. This is what led to this nontraditional program.

Mrs. Vilardo, Mr. Ruffalo, and Mr. Riley provided this update:

Pathways includes non-traditional educational settings; flexible scheduling; reduced class sizes ; wellness & mental health counseling ; social emotional learning; community partnerships; NFHS Impact.

Ninety-nine students are participating in the program, availing themselves of supports to recover credits while utilizing flexible scheduling. Many are dealing with trauma.

Goals include:

- ▶ To improve academic achievement, self-management, social skills, and conflict resolution through guided mentorship designed to assist young men and women in reaching their greatest potential.
- ▶ Reduce school violence
- ▶ Reduce suspension rates
- ▶ Increase attendance and retention
- ▶ Improve school connectedness and engagement

Men of McNair: Designed exclusively for high school young men between grades 9-12

Primary focus is on school violence prevention, leadership development, conflict resolution, mentoring, tutoring services, and college and career readiness

Mentors help students navigate alternatives to combat bullying, peer aggression and off-task behavior that leads to negative consequences.

SERENA: SELF-EMPOWERMENT RESOURCES TO EDUCATE, NURTURE & ADVANCE WOMEN (SERENA)

Mentors and empowers young women in grades 9-12 as they face increasing environmental and social pressures.

Helps promote a sense of sisterhood and self-esteem building through group and peer-to-peer mentoring, academic support, character and leadership development, and college and career readiness.

A focus is also to provide a smaller learning community.

An agenda review was held.

## 2. Call to Order

- 2.01 Pledge of Allegiance
- 2.02 Prayer
- 2.03 Roll Call

## 3. Letters and Communications

3.01 Oral Communications - Public Comment on Agenda-related Items None. (SG4)

3.02 Written Communications None. (SG4)

#### 4. Recommended Actions from the Superintendent of Schools - Routine Matters

Items 4.01 and 4.02 were approved on a motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.01 Minutes – September 2022 (SG 4)

4.02 Approval of Budget Transfer - # 3 (SG2)

#### 4.03 Approval of the following Bids:

Item 4.03 was approved on a motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

#### 1. FACILITY PAINT SUPPLIES - BID NO. 10 (SG3)

Items 4.04 and 4.05 were received and filed.

4.04 Treasurer's Report – September (SG3)

4.05 Budget Status Report – October (SG3)

Item 4.06 was approved on a motion by Vincent Cancemi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.06 Personnel Report - Certificated (SG2)

Item 4.07 was approved on a motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.07 Personnel Report - Classified (SG2)

Items 4.08 and 4.09 were approved on a motion by Vincent Cancemi, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.08 Report from Committee on Special Education (SG1)

4.09 Report from Committee on Preschool Special Education (SG1)

Item 4.10 was approved on a motion by Vincent Cancemi, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.10 Short-Term Contracts (SG1,3)

1. Father and Son Center Rick and Allison Moore Youth Mentor Program \$10,000  
F2110.404.098.5022 October 1 – December 31 , 2022 8 weeks
2. Nasreen Akhtar NAS 716 Asian Diversity and Cultural Awareness Training \$4,000  
F2110.404.098.5022 October 1 – December 31 , 2022 6 weeks
3. Dr. Maria Fosini-Gadawski Support for Medical Director \$21,600  
A2815.400.007 September 2022 – June 2023
4. Niagara Alliance for Restorative Practices Restorative Justice Training for Hyde Park and LPS  
\$2,000 F2110.404.098.5022 October 17, 2022
5. Winsor Learning, Inc. Training Let's play and Learn Level I \$7,000  
F2110.404.098.5022 October 21, 2022 November 8, 2022
6. NCS Pearson Training on MTSS Software System \$14,000 F2110.404.098.2422 October 17, 2022
7. James K Dever Your Public Schools Newsletter \$2,500 A1480.400.009 July 2022-June 2023
8. Rachael Schneider Licensed Behavior Analyst, PLLC Student Observation CSE \$110 per hour  
NTE 8 hours F2250-404-098-0723 October 2022 – NTE June 2023
9. Clark Patterson Lee Athletic Walk of Fame Design \$7,200 A1620.425.016 September – October  
2022
10. Robert Link Allegheny Educational Systems, Inc. STEM Lab Professional Development \$1,250  
F2110.404.098.0223 October 17, 2022
11. Alberti Center for Bullying Abuse Prevention UB Graduate School of Education Anti-Bullying  
Presentation \$500 F2110.202.098.5022 October 17, 2022
12. See Through Math Carrie Cino Braining Camp \$1,200 F2070.404.045.8123 September 18 –  
December 1, 2022
13. Anne Kent Kwasniewski Six, On-line Book Studies \$1,800 (\$300 per course)  
F2070.404.045.8123 September 18 – December 1, 2022

Item 4.11 was approved on a motion by Nicholas Vilardo, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.11 Head Start Reports

5. Unfinished Business

5.01 None

6. New Business

Item 6.01 was approved on a motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

6.01 Approval of Acceptance of Funds for the 2022/2023 Smart Scholars Early College High School (ECHS) Grant (SG 1, 3)

WHEREAS, this grant will promote college level coursework by Niagara Falls High School students who are considered “at-risk” for future college enrollment, and

WHEREAS, NFHS students will be dually enrolled at Niagara University and Niagara Falls High School, and

WHEREAS, official notice of approval of the application and award in the amount of \$112,500.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2022/2023 Smart Scholars Early College High School (ECHS) Grant; and

RESOLVED, that the grant award of \$112,500.00 be credited to revenue account code F3289.630.23; and

RESOLVED, that the money be expended in the following function/object codes:

Account	Description	Budget
F 2010.132-098-6323	22/23 SMART SCHOLARS - PER DIEM	\$13,550
F 2010.140-098-6323	22/23 SMART SCHOLARS - SCH B	\$10,500
F 2010.152-014-6323	22/23 SMART SCHOLARS - PROG. COORD	\$21,600
F 2010.404-098-6323	22/23 SMART SCHOLARS - PRCHD SRVCS	\$60,000
F 2010.409-098-6323	22/23 SMART SCHOLARS - TRAVEL	\$1,479
F 2010.540-098-6323	22/23 SMART SCHOLARS - SUPPLIES	\$2,136
F 2010.803-096-6323	22/23 SMART SCHOLARS - FICA	\$3,235
Total ECHS Allocation		\$112,500

Revenue: F3289.630.23

ABSTRACT

1. School District: City School District of the City of Niagara Falls, NY
2. Title of Project: Smart Scholars Early College High School (ECHS) Grant
3. Funding Source: The Bill and Melinda Gates Foundation and NYSED
4. Total Budget: \$112,500.00
5. Total Staff: .20

Objectives:

- Promote enrollment
- Promote attendance
- Achieve success in college level course work

Item 6.01 was approved on a motion by Rob Bilson, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

6.02 Acceptance of the 2021-2022 Annual Independent Audit and Filing Thereof with the Commissioner of Education (SG 3)

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 2021-2022 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).

Item 6.03 approved on a motion by Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

6.03 Approval to Bind Cyber Security Insurance with Coalition Insurance Solutions through Wright Risk Management and New York State Insurance Reciprocal ("NYSIR"), as Proposed, for the Dollar Amount of \$37,635.40, for the Period October 1, 2022 to June 30, 2023 (SG 3)

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 one million dollars of cyber security coverage included in the annual general liability policy; and

WHEREAS, it is advantageous to bind additional Cyber Security insurance with Coalition Insurance Solutions through Wright Risk Management; and

WHEREAS, Coalition Insurance Solutions is the low-cost proposal for additional Cyber Security insurance; therefore, be it

RESOLVED, The Board of Education approves binding additional Cyber Security insurance with Coalition Insurance Solutions, Inc. through Wright Risk Management, as proposed, for the dollar amount of \$37,635.40 for the period October 1, 2022 to September 30, 2023; and be it further

RESOLVED, that the Board of Education authorizes the Superintendent of Schools to bind the aforementioned insurances as described therein.

Item 6.04 – 6.12 were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

6.04 Approval of Amendment #2 of Covid-19 Testing Service Agreement with Aveanna Health Care, to Furnish Covid-19 Testing for Niagara County P-12 Schools 7/1/2022 – 6/30/2023 (SG 3, 4)

WHEREAS, The City School District of the City of Niagara Falls wishes to Amend the Service Agreement with Aveanna Health Care, approved on June 23, 2022, for Covid -19 testing at all Niagara County P-12 Schools; and

WHEREAS the cost for the administration of testing will be billed monthly per each location and the District is to be reimbursed for the expense for all services by the Niagara County Department of Health; and

WHEREAS, Aveanna Health Care, is providing the service in response to 2021 Request for Proposal No. 8; and



WHEREAS The Covid -19 RFP No. 8 Selection Committee, Niagara County Department of Health, and Superintendent accepted Aveanna Health Care's Proposal for Bid No. 8 and the entered into a Service Agreement consisting of the testing for Co-Vid – 19 for all Niagara County P-12 Schools, with Aveanna Health Care to provide the requested service; now therefore be it

RESOLVED, The Board of Education of the Niagara Falls City School District hereby approves the Amendment of the Service Agreement with Aveanna Health Care approved on June 23, 2022 to be paid in monthly installments per location, at a rate of \$75.00 per hour for LPN and \$85.00 per hour for RN services in lieu of the per test rates of \$35.00 and \$115.00, with costs reimbursed to the District from the Niagara County Department of Health, with the agreement terminating June 30, 2023; and be it further

RESOLVED, That the terms and conditions of the Service Agreement are subject to any requirements of 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 said contract; and

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

#### CONTRACT AMENDMENT #2

This AMENDMENT, by and between Niagara Falls City School District ("SCHOOL") and Pediatric Home Nursing Service, Inc. dba Aveanna Healthcare, is effective July 1, 2022.

WHEREAS, Niagara Falls City School District and Aveanna Healthcare entered into an original agreement on November 1, 2021 for the Provision of nursing services.

WHEREAS the parties now desire to modify the Agreement by replacing Schedule "B"

NOW THEREFORE, the parties agree to change the contract to the below pricing.

- Wellness Staff RN \$85.00 per hour
- Wellness Staff LPN \$75.00 per hour

All other terms and conditions of the Agreement shall remain in full force and effect.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Pediatric Home Nursing Services, Inc. dba Aveanna Healthcare (TAX ID 13-3865349)  
Attn: Managed Care Department  
400 Interstate N. Parkway, SE, Suite 1600  
Atlanta, GA 30339

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

6.05 Approval of Contract for Professional Evaluation Services Between The City School District of The City of Niagara Falls and CCNY, Inc. for Independent Administration and Evaluation Services of the 2022 Youth Risk Behavior Survey (SG 1)

WHEREAS, The District wishes to retain the services of an independent evaluation company to render professional services associated with the independent evaluation of the 2022 Youth Risk Behavior Survey; and  
WHEREAS, CCNY, Inc. provides administrative and evaluative services for this purpose; and

WHEREAS, The District has negotiated a contract with CCNY, Inc. to continue such independent evaluation and administration services for the Youth Risk Behavior Survey; and

WHEREAS, The proposed Contract is for the period October 21, 2022 through June 30, 2023 at a fee not to exceed \$11,385.00; therefore be it

RESOLVED, That the Contract between City School District of the City of Niagara Falls and CCNY, Inc., for administration and evaluation services for the Youth Risk Behavior Survey, 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 21 day of October, 2022 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 CCNY, Inc. 567 Exchange Street, Buffalo, NY 14210, 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 administration and 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 to meet requirements of the evaluation and administration of the Youth Risk Behavior Survey
- c. Customary Document Preparation and reporting of required data to appropriate parties
- d. Administration and Evaluation of the 2022 Youth Risk Behavior Survey to NFHS, GPS, and LPS.

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 a sum not to exceed \$11,385. The Second Party shall submit invoices. 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 October 21, 2022 and terminate June 30, 2023, 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.

CCNY, INC

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

\_\_\_\_\_  
Russell Petrozzi  
President, Board of Education

#### **6.06 Approval of Contract for Professional Speech Services by Independent Contractor for Prompt Therapy Professional Services— Creative Therapies of WNY 09/1/22—06/30/23 (SG 3)**

WHEREAS, The District is responsible to provide Speech Therapy Services to students determine eligible to receive such services as determined by the Committee On Special Education; and

WHEREAS, Since it is difficult for District to provide Speech Therapy services to students in need, it negotiated a Contract with Creative Therapies of WNY (Company) to provide the services as needed; and

WHEREAS the Company employs therapists who are able to provide specific speech therapy for students including those who may require physical manipulation of the mouth speech therapy; and

WHEREAS the Contract as proposed provides services to be performed for the period September 1, 2022 through June 30, 2023 at the rate of \$160 per 60 minute session for those students determined eligible and referred to the Company for the period September 1, 2022 through June 30, 2023; now therefore be it.

RESOLVED, That the Contract for professional Speech Services for students determined to be eligible for specific speech needs, between the City School District of the City of Niagara Falls and Creative Therapies of WNY., attached hereto, be and is 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 Agreement; and

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

#### **AGREEMENT**

This Agreement made and entered into on the 1st day of September 2022, by and between the City School District of the City of Niagara Falls herein called the District and Creative Therapies of WNY., a professional service limited liability company, herein called the Contractor. The parties, the District and the Contractor, hereby agree as follows:

1. The District hereby retains the Contractor and the Contractor hereby agrees to provide services to the District as an independent contractor to consisting of therapy services as set forth.
2. The term of this contract shall commence on September 1, 2022 and shall continue until June 30, 2023 or at an earlier date by mutual agreement of both parties with written notification.

3. The District agrees to pay the Contractor a per visit rate of \$160 for a 60-minute session for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested. The District agrees to pay all vouchers within 30 days of submission.
4. The Contractor shall devote its best efforts to the business of the Niagara Falls City School District school program in its position as contracting therapists. The clients to whom the Contractor will be assigned shall be determined by mutual agreement.
5. This Contract is subject to the conditions that the Contractor's therapists secure and maintain New York State licenses or limited permits to practice therapy and fingerprint clearance.
6. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians and a valid written medical referral.
7. The District agrees that it shall not, during the term of this Contract and for two years after the termination of this Contract for any reason, hire, offer to hire, entice away or in any other manner persuade or attempt to persuade or cause any employee or independent contractor of the Contractor who is or has been providing services during the term of this Contract to discontinue his or her relationship with the contractor or to undertake to provide services directly or through another Contractor to the District.
8. It is mutually agreed and understood that the Contractors will maintain confidentiality in relation to persons receiving treatment.
9. The District agrees to the participation of a therapy student in an approved field experience training program under the supervision of a therapist of the Contractors. The Contractors will present evidence of liability coverage by the training institution.
10. State and Federal Laws prohibit discrimination relative to the provision of rehabilitation services based on race, creed, color, national origin, sex, age, sponsor, political affiliations, citizenship status, blindness or other handicaps, marital status or sexual orientation.

The parties have executed this agreement on the day and year first written above.

Creative Therapies of WNY  
26 San Fernando Lane  
East Amherst, NY 14051

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

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Patty Jeffries MS CC-SLP/L TSSH

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President

#### **6.07 Approval of Contract for Consulting Services Between The City School District of The City of Niagara Falls and Marsha McWilson for Student Support Services for the Period (October 20, 2022 – June 30, 2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, In previous school years, the District has contracted with Marsha McWilson to provide youth mentoring services under the scope of the Mental Health and American Rescue Plan grants; and

WHEREAS, Ms. McWilson has extensive experience in mentoring and teaching youth and is a captivating motivational speaker who is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Ms. McWilson to provide mentoring, social, and emotional support services for students participating in the "Marsha's Life Lessons" Mentoring Program; and

WHEREAS, District Administration has negotiated a new Contract with her to provide mentoring services for Fall 2022 and Spring 2023 in scheduled classes at Kalfas Elementary, Bloneva Bond Primary, G.J. Mann

Elementary, and H.F. Abate Elementary Schools for a cost not to exceed \$40,000.00 for period effective 10-20-2022 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Marsha McWilson for Student Support Services for the school year at a sum not to exceed \$40,000.00 for the period October 20, 2022 through June 30, 2023, attached hereto, be and is hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
MARSHA MCWILSON

THIS AGREEMENT, made this 20th day of October 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Marsha McWilson, 1137 South Avenue, Niagara Falls, NY 14305.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Marsha McWilson as an independent contractor to render to the District professional services regarding implementation of the Mental Health Grant and American Rescue Plan Grant objectives and hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Marsha McWilson shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Mental Health Grant and American Rescue Plan Grant for the period (October 20, 2022 to June 30, 2023), including:

- Maximum of one full day per school
- Programs at four (4) elementary schools
- Program between October 20, 2022, and June 30, 2023
- Program includes all materials, supplies, and awards.
- Additional mentoring will be available with participation at any school requested

All of the functions will be performed by Marsha McWilson and shall be coordinated with the Principal and/or District Administration. She possesses a thorough knowledge of social support services as they relate to the implementation of Mental Health Grant and American Rescue Plan Grant Objectives.

3. Relationship Between the Parties. Marsha McWilson shall not be an employee of the District. She 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. She is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Marsha McWilson for services hereunder a sum not to exceed \$40,000.00 to be paid in monthly installments of \$5,000 monthly upon receipt of invoice. Payment checks payable to the order of Marsha McWilson shall be deemed full payment.

5. Indemnification. To the fullest extent permitted by law, Marsha McWilson 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. Marsha McWilson shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. She is 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 20, 2022 to June 30, 2023, 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 Marsha McWilson under this Agreement are unique and personal. Accordingly, she 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 Contract. This Contract 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 Contract on the date and year first above written.

#### **6.08 Approval of Contract For Professional Services Between The City School District of The City of Niagara Falls and Game On Entertainment for 2022-2023 School Year Through The 21st Century Preparatory Grant (October 1, 2022 – June 30, 2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Game on Entertainment teaches coding and the design of electronic gaming to students; and

WHEREAS, Game on Entertainment teaches important life skills such as team work and building self-esteem through gaming; and the organization is able to reach many students who face difficult life challenges and worked in the Summer 2022 program; and

WHEREAS, The District wishes to enter into Contract with Game on Entertainment to provide youth mentoring for students in the after-school program at Gaskill Preparatory and LaSalle Preparatory Schools for the 2022-2023 School Year; and

WHEREAS, District Administration has negotiated a new Contract with Game on Entertainment to provide such services two (2) hours per week after-school for thirty (30) weeks at a cost not to exceed \$6,000.00 for period effective 10-1-2022 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Game on Entertainment for the 2022-2023 School Year through the 21st Century Preparatory Grant at a sum not to exceed \$6,000.00 for the period October 1, 2022 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR GAME ON ENTERTAINMENT**

THIS AGREEMENT, made this 20th day of October 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Game on Entertainment, 2526 Pine Avenue, Niagara Falls, NY 14301.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Game on Entertainment as an independent contractor to render to the District professional services regarding electronic gaming and Game on Entertainment hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Game on Entertainment shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring after-school to improve confidence and social emotional well-being
- Teaching of electronic gaming and the use of coding to students
- Two hours per week for 30 weeks. This includes one (1) hour per week after school for LaSalle Preparatory School and one (1) hour per week after school for Gaskill Preparatory School.

All of the functions will be performed by Game on Entertainment and shall be coordinated with the School Principal and/or District Administration. Game on Entertainment possesses a thorough knowledge of youth mentoring and the electronic gaming.

3. Relationship Between the Parties. Game on Entertainment shall not be an employee of the District. Game on Entertainment 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. Game on Entertainment is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Game on Entertainment for services hereunder a sum not to exceed \$6,000.00 paid in three (3) equal installments of \$2,000 on January 15, 2023, March 15, 2023, and June 30, 2023. Payment checks payable to the order of Game on Entertainment shall be deemed full payment to and acquittance by Game on Entertainment.

5. Indemnification. To the fullest extent permitted by law, Game on Entertainment 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. Game on Entertainment shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Game on Entertainment is 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, 2022 to June 30, 2023, 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 Game on Entertainment under this Agreement are unique and personal. Accordingly, Game on Entertainment 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 Contract. This Contract 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 Contract on the date and year first above written.  
Shanna Smith                      CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

6.09 Approval of Contract for Consultation Services Between The City School District of The City of Niagara Falls, New York and See Through Math LLC. (11-1-22 Through 6-30-23) (SG 1)

WHEREAS, SEE THROUGH MATH LLC. will provide professional development to teachers in grade K-5 and have a positive impact on teacher learning and student achievement in the City School District of the City of Niagara Falls and,

WHEREAS, The District wishes to provide professional development through SEE THROUGH MATH LLC. to staff, and to contract with SEE THROUGH MATH LLC. to provide services for the professional development of teachers on the successful mathematics implementation of standards-based assessment in K-5 classrooms.

WHEREAS, The Administration negotiated a Contract with SEE THROUGH MATH LLC. for it to provide professional development to staff members - not to exceed an agreed upon fee of \$8,200 payable in two equal installments.

WHEREAS, The Contract shall be effective for a term commencing November 1, 2022 and ending June 30, 2023; therefore, be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and SEE THROUGH MATH LLC. for the 2022/23 School Year; 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 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  
SERVICES BY INDEPENDENT CONTRACTOR  
SEE THROUGH MATH LLC.

THIS AGREEMENT, made this 20th day of OCTOBER 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and SEE THROUGH MATH LLC. DOS ID 683975. 245 WOODSTREAM DRIVE. GRAND ISLAND, NEW YORK, 14072

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of SEE THROUGH MATH LLC. The District hereby engages SEE THROUGH MATH LLC. as an independent contractor to render to the District professional services regarding implementation for the 2022/23 School Year for professional development to K-5 math teachers, and hereby accepts SEE THROUGH MATH LLC. such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of SEE THROUGH MATH LLC:  
SEE THROUGH MATH LLC. shall provide and render to the District the usual and customary services of a contractor for professional services:

- a) Professional development and consultation to staff members
- b) Focus on successful implementation of standards-based mathematics assessment and instruction to grade K-5 instructional staff.

All of the functions will be performed by the party of SEE THROUGH MATH LLC; or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District.

3. Relationship Between the Parties. SEE THROUGH MATH LLC. shall not be an employee of the District. SEE THROUGH MATH 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 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. SEE THROUGH MATH LLC. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to SEE THROUGH MATH LLC. Upon receipt of a payment invoice, the District shall pay SEE THROUGH MATH LLC. for its services hereunder a sum not to exceed \$8,200, in two installments, in the amount of \$4,100, all payable to the order of SEE THROUGH MATH LLC. The first invoice shall be submitted after four days of professional development and before January 30, 2023. The second invoice shall be submitted after



the next four days of professional development and before June 30, 2023. Staff members shall be provided professional development. Invoices shall be submitted by SEE THROUGH MATH LLC on the dates herein stated. SEE THROUGH MATH LLC. shall deem payment checks payable to the order of SEE THROUGH MATH LLC. full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay SEE THROUGH MATH LLC. for its services hereunder a sum not to exceed \$8,200. Payment checks payable to the order of SEE THROUGH MATH LLC. shall be in two installments of \$4,100. The first payment of \$4,100 will be after completion of four days of professional development and no later than January 30, 2023. The second payment of \$4,100 will be after completion of the second four days of professional development and no later than June 30, 2023.

5. Indemnification. To the fullest extent permitted by law, SEE THROUGH MATH 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, its agents, servants and/or employees.

6. Taxes and Insurances. SEE THROUGH MATH 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. SEE THROUGH MATH 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.

6. Term of Contract. This contract shall be effective from November 1, 2022 to June 30, 2023, 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.

7. Assignment: The services to be rendered by SEE THROUGH MATH LLC. under this Agreement are unique and personal. Accordingly, SEE THROUGH MATH 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.

8. 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.

#### 6.10 Approval of Contract Between The City School District Of The City Of Niagara Falls and The Research Foundation for the State University of New York on Behalf of The University At Buffalo, For Professional Consultant Services for Staff Trainings through the Mental Health Services Professional Demonstration Grant (7-1-2022 – 6-30-2023) (SG 1)

WHEREAS, It is acknowledged that many students come to school with trauma and that trauma impacts student learning; and

WHEREAS, To address the impact of trauma on students the District seeks to have the Institute on Trauma and Trauma-Informed Care through the Research Foundation at the State University of New York at Buffalo provide consulting services and student training at the three district secondary schools; and

WHEREAS, The District proposes to partner with the Research Foundation of the State University of New York (SUNY) at Buffalo to prepare students to identify signs of trauma and to respond using trauma-informed care; and

WHEREAS, The Administration negotiated a Contract with the Research Foundation at the State University of New York at Buffalo, through the Institute on Trauma and Trauma Informed Care for it to provide the desired consultation services, training, and Student Champion Team facilitation for a not to exceed agreed upon fee of \$15,954, payable in four equal installments of \$3,988.50, effective for a term commencing October 21, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Board of Education hereby approves the attached

Contract between the City School District of the City of Niagara Falls and the Research Foundation of the State University of New York at Buffalo through the Institute on Trauma and Trauma Informed Care for it to provide the consultation services, training, and Student Champion Team facilitation for a not to exceed agreed upon fee of \$15,954.00; 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 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  
SERVICES BY INDEPENDENT CONTRACTOR  
THE RESEARCH FOUNDATION FOR SUNY on behalf of the UNIVERSITY AT BUFFALO

THIS AGREEMENT, made this 20th day of October, 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and the RESEARCH FOUNDATION FOR SUNY on behalf of the UNIVERSITY AT BUFFALO with a principal office located at 35 State Street, Albany, NY 12207 and with a place of business at UB Commons, Suite 211, 520 Lee Entrance, Amherst, NY 14228-2567 ("University"),

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Foundation. The District hereby engages the Foundation as an independent contractor to render to the District professional consulting services relating to trauma and trauma-informed care, and the Foundation hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Foundation: The University shall provide and render to the District the usual and customary services of a contractor for professional services with the Institute on Trauma and Trauma-Informed Care (hereinafter referred to as "Services"):

- a) Consultation with school staff members on trauma and trauma-informed care
- b) Student trainings on trauma and trauma-informed care;

All of the functions will be performed by the party of the Foundation or its subcontractor approved by the District and shall be coordinated through the Assistant Superintendent for Curriculum and Instruction of the District. The Foundation and/or its subcontractor shall possess a thorough knowledge of trauma and trauma-informed care as it relates to the implementation of this research-based model, the ability to meet with and provide training for students.

3. Relationship Between the Parties. The Foundation shall not be an employee of the District. The Foundation 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 Foundation is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Foundation. Upon receipt of a payment invoice, the District shall pay to the Foundation for its services hereunder a sum not to exceed \$15,954.00, in four equal fixed installments, each in the amount of \$3,988.50 payable to the order of the Foundation on December 16, 2022 February 15, 2023, and April 20, 2023. A final invoice for actual expenses incurred during the final quarter ending June 30, 2023 up to \$3,988.50 maximum will be submitted by July 19, 2023. Invoices shall be submitted by the Foundation on the dates herein stated to the District at the following address: 630-66th Street, Niagara Falls, New York 14304.

The Foundation shall deem payment checks payable to the order of the Foundation full payment to, and acquittance. The Foundation will allocate funds in general accordance with the budget submitted to the District. Foundation may deviate from the budget consistent with Service needs to complete the scope of work outlined in

Article 2 above, provided that any budget deviations do not increase the total dollar amount to be paid by District, unless agreed in writing by the parties. Any pre-paid, unearned funds will be returned to the District.

5. Indemnification. To the fullest extent permitted by law, the Foundation 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 Foundation 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 Foundation 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. Term of Contract. This Contract shall be effective from October 21, 2022 to June 30, 2023, 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.

7. Assignment: The services to be rendered by the Foundation under this Contract are unique and personal. Accordingly, the Foundation party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Contract 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.

8. No Warranties: The Foundation makes no warranties, expressed or implied, as to any matter whatsoever, including without limitation the condition or performance of the Services, Service results, deliverables, work product, or any inventions, intellectual property, or products, whether tangible or intangible, conceived, discovered, reduced to practice, or developed under this agreement, or the ownership, merchantability, fitness for any particular purpose, or non-infringement of the Services, Service results, deliverables, work product, inventions, intellectual property, or product. Foundation will not be liable for any direct, indirect, consequential, special or other damages suffered by the District or any other parties resulting from the use or misuse of the Service results, deliverables, work product, inventions, intellectual property, or any product or service derived therefrom.

9. Entire Agreement. This Contract 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 Contract on the date and year first above written.

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

CITY SCHOOL DISTRICT OF  
THE  
CITY OF NIAGARA FALLS

#### 6.11 Amended: Approval of Agreement with Lasalle Early Childhood Center, Inc. Prekindergarten – for A 4-Year Old Program for Universal Pre-School Site 2022-2023 (SG 1)

AMENDED: APPROVAL OF AGREEMENT WITH LASALLE EARLY CHILDHOOD CENTER, INC.  
PREKINDERGARTEN – FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2022-2023

WHEREAS, The Universal Prekindergarten regulations require that an LEA receiving Universal Prekindergarten funding provide an allocation of funds for Universal Prekindergarten Programs provided by community-based organizations in accordance with Part 151-1 of the Education Law; and

WHEREAS, The regulations require that the LEA, by resolution duly adopted, execute contracts with qualified and competent agencies for instruction of four-year old students; and

WHEREAS, The City School District of the City of Niagara Falls (the District) is an LEA that has received Universal Prekindergarten funding and must provide an allocation of funds to one or more qualified and competent agency or agencies; and

WHEREAS, The LaSalle Early Childhood Center, Inc. is such qualified and competent agency and the District wishes to contract with it to provide the required instruction; and

WHEREAS, The Board, at its meeting on July 7th 2022, adopted an agreement with LaSalle Early Childhood Center, and

WHEREAS, The District, at this time, wishes to amend the agreement made on July 7th, 2022, and

WHEREAS, A decision to approve an Amended Agreement with LaSalle Early Childhood Center is necessary at this time in order to begin the 2022/2023 school year with an executed agreement; therefore be it

RESOLVED, That the amended agreement between the City School District of the City of Niagara Falls and LaSalle Early Childhood Center, Inc. for a four-year old program for Universal Prekindergarten Program attached and is hereby approved, and be it further

RESOLVED, That the amended agreement is subject to such modifications as the Superintendent and/or school District Attorney deem appropriate, and be it further

RESOLVED, That the President of the City School District of the City of Niagara Falls Board of Education be authorized to execute attached amended agreement, and be it further

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

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

This Amended Agreement, made October 20, 2022, 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 2022-23 school year, commencing on or about September 1, 2022, and ending on or about June 30, 2023, 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 \$109,500.00, to be broken down into ten (10) payments of \$10,950.00 each payable by the 30th of each month, provided the Agency submits proper invoices and documentation for the auditor to release payment, commencing with September 30, 2022, to service Universal Prekindergarten students. 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 amended 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 Amended Agreement.

6. This Amended Agreement shall commence September 1, 2022 and terminate June 30, 2023 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 Amended Agreement sooner by giving the Agency 30 days written notice to terminate and this Amended Agreement shall terminate at the expiration of such 30 days.

7. This Amended 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

**6.12 Approval of Contract for Instructional Coaching Services and the Delivery of Professional Development Sessions for All Pre-K Teachers Using the Teaching Strategies Curriculum and the Teaching Strategies Gold Assessment Between The City School District of The City of Niagara Falls, New York and the Child Care Resource Network for the 2022 - 2023 School Year (SG 1)**

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, the District, to provide such quality Pre-K programming, has negotiated a contract with the Child Care Resource Network for on-site coaching and professional development services during the 2022 -2023 school year; and

WHEREAS The Child Care Resource Network will provide 300 hours on-site coaching visits at an agreed upon fee for the term effective commencing October 13, 2022 and ending June 30, 2023 of an amount not to exceed \$45,000.00; therefore be it

RESOLVED, That the Contract for on-site coaching services to be performed during the period October 13, 2022 through June 30, 2023 for the not to exceed agreed upon fee of \$45,000.00 between the City School District of the City of Niagara Falls, and The Child Care Resource Network, attached hereto, be and is hereby 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 SERVICES  
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT, made this 13th day of October , 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and The Child Care Resource Network 1000 Hertel Avenue Buffalo, New York 14216 US.

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 The Child Care Resource Network as an independent contractor to render to the District the services, and The Child Care Resource Network hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: The Child Care Resource Network shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) 300 hours of coaching services for the Pre-K 3 and 4 programs in 2022-2023 school -year.
- b) Three (3) days of Professional Development Services for the Pre-K 3 and 4 teachers on the District-wide Superintendent's Conference Days scheduled for October 17th, January 27th and March 17th.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. The Child Care Resource Network shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. The Child Care Resource Network shall not be an employee of the District. The Child Care Resource Network 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 The Child Care Resource Network. Upon receipt of payment invoices, the District shall pay to The Child Care Resource Network its services hereunder a sum not to exceed \$45,000.00 in 9 monthly payments following services rendered during the previous month of the invoice, commencing November 1, 2022 through June 30, 2023. Payment checks payable to the order of The Child Care Resource Network shall be deemed full payment to, and acquittance by The Child Care Resource Network.

5. Indemnification. To the fullest extent permitted by law, The Child Care Resource Network 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 Child Care Resource Network 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 Child Care Resource Network 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 13, 2022 to June 30, 2023 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 The Child Care Resource Network under this Agreement are unique and personal. Accordingly, The Child Care Resource Network 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

**Item 6.13 – 6.18 were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.**

**Final Resolution: Motion Carries**

**Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo**

**6.13 A Resolution Specifying the Necessity (\$29,342,500) for the Reconstruction and Construction of Improvements to School Facilities, in and for The City School District of the City of Niagara Falls, Niagara County, New York (SG 3)**

WHEREAS, it is the judgment of the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, that the needs of said School District require the reconstruction and construction of improvements to school facilities, as well as equipment, furnishings, machinery, apparatus, site improvements and incidental costs related thereto, at a maximum estimated cost of \$29,342,500; and

WHEREAS, subdivision 3 of Section 2512 of the Education Law requires that whenever in the judgment of such Board of Education a building, facility or site should be constructed or reconstructed, such Board shall prepare a resolution specifying in detail the necessity therefor and estimating the amount of funds necessary for such purpose; NOW, THEREFORE

BE IT RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. It is hereby determined that the improvements referred to in the preambles hereof and further specified herein is necessary to enhance the educational experience of students and staff, as well as to protect the health and safety of students and staff.

Section 2. It is hereby estimated that the amount of funds necessary for the aforesaid purposes is \$29,342,500.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

#### 6.14 A Resolution Authorizing the Issuance Of \$29,342,500 Serial Bonds of School District of The City of Niagara Falls, Niagara County, New York, to Pay the Cost of the Reconstruction and Construction of Improvements to School Facilities, In And for Said School District (SG 3)

WHEREAS, this bond resolution is adopted subject to approval at a Special City School District Meeting to be held on January 17, 2023; and

WHEREAS, all other conditions precedent to the financing of the capital project hereinafter described, have been performed; and

WHEREAS, it is therefore now desired to authorize the financing thereof; NOW THEREFORE,

BE IT RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York (the "School District"), as follows:

Section 1. The class of objects or purposes to be financed pursuant to this bond resolution include the reconstruction and construction of improvements to school facilities, as well as equipment, furnishings, machinery and apparatus, site improvements and incidental costs related thereto, at the maximum estimated cost of \$29,342,500 which is hereby authorized at said maximum estimated cost.

Section 2. The plan for the financing of such class of objects or purposes consists of the issuance of \$29,342,500 bonds of said School District which are hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law. Such bonds are to be payable from amounts which shall annually be levied on all the taxable real property in said School District, and the faith and credit of said School District are hereby pledged for the payment of said bonds and the interest thereon.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years, pursuant to subdivision 97 of paragraph a of Section 11.00 of the Local Finance Law, as "educational facilities" as described therein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said President of the Board of Education, consistent with the provisions of the Local Finance Law.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the City School District of the City of Niagara Falls, Niagara County, New York, by the manual or facsimile signature of its President of the Board of Education, and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of its School District Clerk.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the President of the Board of Education, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the

interests of said School District, provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the President of the Board of Education shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such serial bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the School District by the facsimile signature of the President of the Board of Education, providing for the manual countersignature of a fiscal agent or of a designated official of the School District), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the President of the Board of Education. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the President of the Board of Education shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. Upon this resolution taking effect upon the approval of the qualified voters of the School District, the same shall be published in summary in the official newspaper of said School District, being the sole newspaper of general circulation in the School District, together with a notice of the School District Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 11. This resolution is adopted subject to approval at a special School District meeting and election to be held on January 17, 2023, and a proposition for such approval shall be submitted at such Special School District Meeting and election as shall be determined by a further resolution to be adopted by this Board of Education.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.



**6.15 A Resolution Providing for the Holding of a Special City School District Meeting a Public Referendum (Capital Project Vote) in and for The City School District of the City of Niagara Falls, Niagara County, New York, and Providing for other Matters in Condition Therewith (SG 3)**

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, has heretofore at this meeting duly adopted a bond resolution which will take effect only after its approval at a Special City School District Referendum; and

WHEREAS, It is now desired to provide for the calling of a Special City School District Meeting in order to conduct such Referendum, the submission of a proposition for the approval of said bond resolution, and for other matters in connection with said Referendum; NOW, THEREFORE, BE IT

RESOLVED, By the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. A Special City School District Meeting in and for the City School District of the City of Niagara Falls, Niagara County, New York, shall be held on January 17, 2023, in order to conduct a Referendum at the several voting sites hereinafter set forth, and the polls shall be kept open for voting by voting machines between the hours of 12:00 o'clock Noon and 9:00 o'clock p.m., Prevailing Time, on said date. The proposition hereinafter set forth in the notice of said Referendum shall be submitted thereat.

Section 2. Voting at said Referendum shall be conducted by the use of voting machines or by paper ballot should voting machines be unavailable.

Section 3. The Clerk of said City School District is hereby authorized and directed to cause a notice of said Referendum in substantially the following form to be published in the *Niagara Gazette*, the only newspaper having a general circulation in said School District, such publication to be made so that such notice shall appear in said newspaper four times within the seven weeks next preceding such district meeting, the first publication to be at least forty-five days before said meeting, and to give such other notice as may be deemed desirable.

**NOTICE OF SPECIAL SCHOOL DISTRICT MEETING – REFERENDUM**

City School District of the City of Niagara Falls

PLEASE TAKE NOTICE that a Special City School District Meeting of the City School District of the City of Niagara Falls, Niagara County, New York, will be held on January 17, 2023 to conduct a Referendum at which the polls will be kept open between the hours of 12:00 o'clock Noon and 9:00 o'clock p.m., Prevailing Time, for the purpose of voting upon the following proposition:

**PROPOSITION**

*Shall the bond resolution adopted by the Board of Education of the City School District of the City of Niagara Falls, New York, on October 20, 2022, authorizing the reconstruction of and improvements to school facilities including site work, equipment, furnishings, machinery and apparatus, at a maximum estimated cost of \$29,342,500, authorizing the issuance of \$29,342,500 bonds of said School District to pay the cost thereof; providing that such sum, or so much thereof as may be necessary, shall be raised by the levy of a tax upon the taxable real property of such School District and collected in annual installments as provided by Section 416 of Education Law; providing that, in anticipation of said tax, obligations of the School District shall be issued and that such obligations may be issued in excess of the constitutional debt limit of the School District; pledging the faith and credit of said School District for the payment of the principal and interest on said bonds; determining that the period of probable usefulness thereof and maximum maturity of the serial bonds therefor is thirty years; delegating the power to authorize and sell bond anticipation notes and to fix the details of and to sell serial bonds; containing an estoppel clause and providing for the publication of an estoppel notice, be approved?*

NOTICE IS HEREBY FURTHER GIVEN that the Proposition may appear on the ballot labels of the voting machines used at such Special City School District Referendum in the following abbreviated form:

## PROPOSITION

*Shall the October 20, 2022 bond resolution authorizing the issuance of \$29,342,500 bonds to pay the cost of the reconstruction of and improvements to school facilities, including site work and incidental costs, at a maximum estimated cost of \$29,342,500 (30 year maximum maturity); authorizing issuance of bonds in excess of the constitutional debt limit providing for a tax levy therefor in annual installments; pledging the District's faith and credit for debt service; delegating power with respect to bonds and notes; and providing for an estoppel procedure, be approved?*

A copy of the bond resolution referred to in said proposition is on file in the office of the School District Clerk, located at the Administration Building, 630 66<sup>th</sup> Street in Niagara Falls, New York, where same is available for inspection by any interested person during regular business hours.

Registration for said Referendum will be held on November 21, 2022, and shall not be less than two weeks preceding same.

Voting at said Referendum will be by the use of voting machines or by paper ballot should voting machines be unavailable, at the following voting sites:

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT		
1	3rd	*1, 11	Board of Education Admin. Bldg.	630 – 66 <sup>th</sup> 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.	9501 Colvin Blvd.
5		*6 , 7	Geraldine J. Mann School	1330 – 95 <sup>th</sup> Street
6		*9 , 10	79 <sup>th</sup> Street School	551 – 79 <sup>th</sup> Street
7		*12	Community Education Center	6040 Lindbergh Ave.
8	4 <sup>th</sup>	*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 <sup>th</sup>	*1 , 2, 3	Maple Ave School	952 Maple Ave
14		*4	Spallino Towers	720 Tenth Street
15		*5 , 6	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 <sup>th</sup>	*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

#### POLLING SITES SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

An accurate description of the boundaries of the aforesaid election districts into which said City School District is divided is on file and may be inspected at the office of the School District Clerk at the Administration Building, 630 66th Street, Niagara Falls, New York.

Dated: Niagara Falls, New York

October 20, 2022

BY ORDER OF THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS,  
NIAGARA COUNTY, NEW YORK.

BY \_\_\_\_\_

School District Clerk

Section 4. The School District Clerk is hereby authorized to amend the aforesaid Notice without further action by this Board of Education if, in her discretion, she deems such amendment necessary or advisable.

Section 5. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____

The resolution was thereupon declared duly adopted.

6.16 Reaffirmation of The Appointment of The Board of Registration, Designation of Day, Hours, and Place of Registration, Authorization for Clerk to Publish Notices of Registration for the Special City School District Meeting for a Public Referendum (Capital Projects Vote) to be Held on Tuesday, January 17, 2023 (SG 3)

#### BACKGROUND INFORMATION:

##### Appointment of Board of Registration

A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on Tuesday, January 17, 2023. Education Law requires the Board of Education to appoint a Board of Registration for a term of one year, on or before the fifteenth day of February in each year, for the purpose of preparing a register of voters for the annual or special meeting (vote)/election. The Board of Education, at an official meeting held on January 27, 2022, appointed a Board of Registration whose term is still in effect.

The Board of Registration will also be on duty throughout the day of the special meeting to visit all polling places to assist election inspectors. Each member of the Board of Registration will be entitled to compensation for his/her services for each of the two (2) working days at a rate not to exceed that paid at general elections of the city.

#### Designation of Day, Hours, and Place of Registration

Education Law also requires that the Board of Education designate, at least twenty (20) days before Registration Day, a place, day(s), and hours within the School District for registration of voters (Registration Day cannot be less than two (2) weeks preceding election day). On Registration Day, the Board of Registration will include in the special meeting register the names of qualified voters who present themselves personally for registration who are not registered under "permanent" personal registration.

#### Notice of Registration

The Board of Education must publish a "Notice of Registration" at least once in each of the two (2) weeks preceding Registration Day in a newspaper having a general circulation in the City School District stating the place, date, and hours of registration of voters.

#### Notice of the Filing of the Registers

Upon the filing of the registers in the Office of the District Clerk, the Board of Education must publish at least once in each of the two (2) weeks preceding the special meeting (vote)/election, in a newspaper having a general circulation in the City School District, a notice stating that the school election district registers having been filed and noting the place at which they are on file and the hours during which they will be open for inspection by any qualified voter.

Approval of this resolution should be given at this time in order to comply with time requirements for Board approvals and publications pursuant to the Education Law.

This action item was prepared by Ms. Judith M. Glaser, Clerk of the Board of Education, and the recommended resolution was reviewed by Mr. Angelo Massaro, School District Attorney, and is in accord with usual procedure pursuant to the Education Law.

Ms. Glaser will answer questions pertaining to this action item.

#### RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Reaffirmation of the Appointment of the Board of Registration, Designation of Registration Day, and Authorization for the District Clerk to Publish Notices of Registration for the Special City School District Meeting for a Public Referendum (Capital Projects Vote) to be Held on Tuesday, January 17, 2023.

WHEREAS, The Board of Education, pursuant to Section 2606 of the Education Law, on January 27, 2022, appointed a Board of Registration for a term of one (1) year for the annual school election/budget vote and/or any special meeting (vote) that may be held during that ensuing year.

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on Tuesday, January 17, 2023.

WHEREAS, Such Board of Registration shall be on duty on Registration Day and at the Special Meeting (vote) and will be compensated for each day 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 special meeting; and

WHEREAS, the Board of Education must publish a notice of registration at least once 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 special meeting; 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 the special meeting, 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, reaffirm the appointment of the following individuals, not more than half of whom belong to the same political party, as a Board of Registration for the duration of their term (one year) which began February 1, 2022, for the special meeting (vote) to be held on January 17, 2023:

Mrs. Betty Larratta (R)  
1018 Angelo Ct., Apt 2 (03)

Mrs. Georgia Robinson (D)  
2220 Weston Ave. (05)

Mr. William S. Carroll (R)  
4420 Lewiston Road (04)

Ms. Marla McGahey (sub) (R)  
1361 Caravelle Drive (04)

Mrs. Jean Kennedy (D)  
1423 Wyoming Ave.

Mr. Saladin Allah (sub) (D)  
2113 10th Street Apt 1 (05)

The Board of Registration will be present on Registration Day and at the Special Meeting (vote) and will be compensated for each of the two (2) working days at the rate of \$50.00 for Registration Day ;and

RESOLVED, That said Board of Registration will be on duty for the purpose of preparing a register of voters; and

RESOLVED, That the Board of Education designate Monday, November 21, 2022, between the hours of 10 a.m. and 8 p.m., as Registration Day. Said Board of Registration, herein above appointed, shall meet on Registration Day at 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 special meeting (vote) to be held on January 17, 2023; 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

SPECIAL CITY SCHOOL DISTRICT MEETING (VOTE)

Office of the Clerk 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, November 21, 2022, 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 Special City School District Meeting for a Public Referendum (Capital Projects Vote) to be held on Tuesday, January 17, 2023. , 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 she or he presently resides, must, in order to be entitled to vote present herself or himself personally for registration.

Judith M. Glaser

Clerk of the Board of Education

City School District of the City of

Niagara Falls, New York

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 special meeting 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 SPECIAL CITY SCHOOL DISTRICT MEETING (VOTE) ON JANUARY 17, 2023

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 special meeting (vote) to be held on Tuesday, January 17, 2023, 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 the Special Meeting (vote), January 17, 2023.

Judith M. Glaser  
Clerk of the Board of Education of the  
City School District of the City of  
Niagara Falls, New York

6.17 Approval of Appointment of Voting Machine Custodians for January 17, 2023 (SG 4)

A Special City School District Meeting for a Public Referendum (Capital Projects Vote) will be held this year on Tuesday, January 17, 2023. At the October 20, 2022, Regular Meeting of this Board, a resolution was passed which designated the number and location of election polls. Each election poll must have one or more voting machines. The use of these voting machines requires the services of voting machine custodians.

Voting machine custodians receive special training to prepare the machines for voting, correct any malfunctions on the day of voting, and after the voting, canvass and clear the machines.

In order to prepare for the January 17, 2023 special meeting date, a decision on this matter must be made at this meeting.

This action item was prepared by Ms. Judith M. Glaser, Clerk of the Board of Education, and reviewed by Mr. Angelo Massaro, School District Attorney.

Mrs. Glaser will answer questions pertaining to this action item.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution on the Appointment of Voting Machine Custodians for 2022:

WHEREAS, A Special Meeting will be held on Tuesday, January 17, 2023, to vote on a Proposition for Capital Projects; and

WHEREAS, The Board at its October 20, 2022 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 the following four people:

John Szczepczenski  
1246 89TH ST  
Niagara Falls, NY 14304

Dale Boos  
301 Main Street  
Youngstown 14174

Sam Granieri  
762 4th St.  
Niagara Falls, NY 14301

Sami Grawe  
762 4th St  
Niagara Falls, NY 14301

RESOLVED, That Head Voting Machine Custodian John Szczepczenski be paid \$600.00 for his services, and  
RESOLVED, That Voting Machine Custodians Dale Boos , Sam Granieri, and Sami Grawe each be paid  
\$450.00 for their services.

#### 6.18 Approval of Resolution Regarding Statutory Meeting (SG 4)

A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on Tuesday, January 17, 2023.

§2610, subdivision 4, of the New York State Education Law provides that the Board of Education shall meet at the usual place of meeting at such time as the canvass of the votes shall have been delivered to the Clerk on the day of the election (special meeting) or at eight o'clock in the evening of the day following such election (special meeting) and shall forthwith examine and tabulate the statements of the result of the election (special meeting) in the several school election districts. The purpose of this resolution is to formally set the time and place of the Statutory Meeting.

This item must be handled at this meeting so that the District will in compliance with the Education Law.

This item was prepared by Ms. Judith M. Glaser, Clerk of the Board of Education, and reviewed by Mr. Angelo Massaro, School District Attorney.

Ms. Glaser will answer questions pertaining to this agenda item.

#### RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Resolution Regarding the Statutory Meeting

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) of the Niagara Falls City School District will be held on Tuesday, January 17, 2023; 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 (special meeting) or at eight o'clock in the evening of the day following such election (special meeting) to officially examine and announce the results of the election (special meeting); 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, January 18, 2023 , at 8:00 P.M., E.D.S.T., to officially examine and announce the results of the Special Meeting (vote) held on Tuesday, January 17, 2023.

Item 6.19 approved on a motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

#### 6.19 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 (SG 3)

The NYS Association of Small City School Districts (NYSASCSD) has previously engaged the law firm of The Biggerstaff Law Firm, LLP of Slingerlands, NY to represent the interests of the NYSASCSD and its member districts in NYS in the litigation of MAISTO V. STATE OF NEW YORK (RJI No. 01-08-095015, Index No. 8997-08). This litigation seeks to win additional state aid for small city school districts in NYS. This lawsuit is based upon the previous decision in the Committee for Fiscal Equity (C.F.E.) case, in which, the state aid formulas used by New York State were determined to be unconstitutional. Legal fees in pursuing this case have been paid to the Biggerstaff Law

Firm by the NYSASCSD. In return the NYSASCSD will bill the component members for their share of these legal. This amount has been set at \$20,000.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Approval of Payment to the New York State Association of Small City School Districts (NYSASCSD) for payment of legal fees, not to exceed \$20,000.00 for fiscal year 2021-2022 for Maisto V. State of New York (RJI No. 01-08-095015, Index No. 8997-08).

WHEREAS, The Association's Litigation Steering Committee has set legal fees for its component districts, and will bill the Niagara Falls City School District for these fees; 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 approved up to and including, but not to exceed, \$20,000.00; and

RESOLVED, That the President of the Board be authorized and directed to approve the invoice for these fees; 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.

#### 6.20 Approval of a Policy for Remote Attendance at a Board of Education Meeting by Members (SG4)

Motion made by Mr. Bass, seconded by Mr. Cancemi to place this item on the table. All in favor.

Motion made by Mr. Bass, seconded by Mr. Paretto, to adopt the protocols as elucidated in item marked 6.20 no. 1. Seven in favor with Mrs. Dunn abstaining.

Motion to approve the policy for remote attendance as described in item marked 6.20 no. 2, and a public hearing on the same made by Mr. Bass, seconded by Mr. Capizzi. Voting yes: Mr. Bass, Mr. Capizzi, Mr. Paretto. Voting no: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi. Motion fails.

#### 7. Adoption of the Proposed Policy(ies)

Policy adopted on a motion by Mr. Vilardo seconded by Mrs. Dunn

7.01 7131 Education of Students in Temporary Housing (SG 1)  
2023 7131  
1 of 14

Students

SUBJECT: EDUCATION OF STUDENTS IN TEMPORARY HOUSING

The Board recognizes the unique challenges that face students in temporary housing (i.e., homeless children and youth) and will provide these students with access to the same free and appropriate public education, including public preschool education, as other students, as well as access to educational and other services necessary to be successful in school. The District will ensure that these students are not separated from the mainstream school environment. The Board is also committed to eliminating barriers to the identification, enrollment, attendance, and success of students in temporary housing.

Identification of Students in Temporary Housing



All districts are obligated to affirmatively identify all students in temporary housing. Therefore, the District will determine whether there are students in temporary housing within the District by using a housing questionnaire to determine the nighttime residence of all newly enrolled students and all students whose address changes during the school year. Not all students in temporary housing can be identified through social service agencies or shelters, as children may be sharing the housing of other persons, such as family or friends, due to loss of housing, economic hardship, or other similar reason. For this reason, the District uses a housing questionnaire that asks for a description of the current living arrangements of the child or youth to determine whether the child or youth meets the definition of a homeless child.

In addition to using the housing questionnaire, the District will also contact the local department of social services (LDSS) (i.e., the social services district) to identify students in temporary housing, as well as the local runaway and homeless youth shelter, and any other shelters located within District boundaries to ensure all students in temporary housing are properly identified and served.

#### Definitions

- a) "Feeder school" means:
  - 1. A preschool whose students are entitled to attend a specified elementary school or group of elementary schools upon completion of that preschool;
  - 2. A school whose students are entitled to attend a specified elementary, middle, intermediate, or high school or group of specified elementary, middle, intermediate, or high schools upon completion of the terminal grade of such school; or
  - 3. A school that sends its students to a receiving school in a neighboring school district.
- b) "Homeless child" means:
  - 1. A child or youth who lacks a fixed, regular, and adequate nighttime residence, including a child or youth who is:
    - (a) Sharing the housing of other persons due to a loss of housing, economic hardship, or a similar reason (sometimes referred to as "doubled-up");
    - (b) Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
    - (c) Abandoned in hospitals;
    - (d) A migratory child who qualifies as homeless under (a), (b), or (c) of this subparagraph or item 2) below; or
    - (e) An unaccompanied youth; or
  - 2. A child or youth who has a primary nighttime location that is:
    - (a) A supervised, publicly, or privately operated shelter designed to provide temporary living accommodations, including, but not limited to, shelters operated or approved by the state or LDSS, and residential programs for runaway and homeless youth established in accordance with applicable law; or
    - (b) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a child or youth who is living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- c) "Migratory child" means a child or youth who made a qualifying move in the preceding 36 months:
  - 1. As a migratory agricultural worker or a migratory fisher; or
  - 2. With, or to join, a parent or spouse who is a migratory agricultural worker or a migratory fisher.
- d) "Preschool" means a publicly funded prekindergarten program or a Head Start program administered by the District and/or services under the Individuals with Disabilities Act administered by the District.
- e) "Receiving school" means:
  - 1. A school that enrolls students from a specified or group of preschools, elementary schools, middle schools, intermediate schools, or high schools; or
  - 2. A school that enrolls students from a feeder school in a neighboring local educational agency.
- f) "Regional placement plan" means a comprehensive regional approach to the provision of educational placements for homeless children that has been approved by the Commissioner of Education.
- g) "School district of current location" means the public school district within New York State in which the hotel, motel, shelter or other temporary housing arrangement of a homeless child, or the residential program for runaway and homeless youth, is located, which is different from the school district of origin.
- h) "School district of origin" means the school district within New York State in which:
  - 1. The homeless child was attending a public school or preschool on a tuition-free basis or was entitled to attend when circumstances arose that caused the child to become homeless, which is different from the school district of current location;
  - 2. The child was residing when circumstances arose that caused the child to become homeless if the child was eligible to apply, register, or enroll in public preschool or kindergarten at the time the child became homeless; or
  - 3. The homeless child has a sibling who attends a school in the school district in which the child was residing when circumstances arose that caused the child to become homeless.

- i) "School of origin" means:
  1. The public school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool or a charter school;
  2. The designated receiving school at the next grade level for all feeder schools for a student in temporary housing who completes the final grade level served by the school of origin; and
  3. The public school or preschool in which the child would have been entitled or eligible to attend based on the child's last residence before the circumstances arose which caused the child to become homeless if the child becomes homeless after the child is eligible to apply, register, or enroll in the public preschool or kindergarten or if the child is living with a school-age sibling who attends school in the school district of origin.
- j) "Unaccompanied youth" means a homeless child or youth who is not in the physical custody of a parent or legal guardian.

#### The McKinney-Vento Liaison for Students in Temporary Housing

The District will designate an appropriate staff person, who may also be a coordinator for other federal programs, as the District liaison for students in temporary housing (otherwise referred to as the McKinney-Vento liaison). The District's McKinney-Vento liaison serves as one of the primary contacts between families experiencing homelessness and school staff, District personnel, shelter workers, and other service providers. The McKinney-Vento liaison coordinates services to ensure that homeless children and youth enroll in school and have the opportunity to succeed.

The District's McKinney-Vento liaison must ensure that:

- a) Students in temporary housing are identified by school personnel and through coordination activities with other entities and agencies;
- b) Students in temporary housing enroll in, and have full and equal opportunity to succeed in, the District's schools;
- c) Students in temporary housing and their families receive educational services for which they are eligible, including Head Start programs administered by a local educational agency, Early Head Start, early intervention services under part C of the Individuals with Disabilities Education Act, and other preschool programs administered by the District;
- d) Students and parents in temporary housing receive referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
- e) Parents or guardians of students in temporary housing are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- f) Parents and guardians of students in temporary housing, and unaccompanied youth, are fully informed of all transportation services, including transportation to and from the school district of origin and are assisted in accessing transportation services;
- g) Disputes regarding eligibility, school selection, enrollment and/or transportation are mediated in accordance with applicable laws and regulations;
- h) Assistance in commencing an appeal, in accordance with applicable law, of a final determination regarding eligibility, enrollment, school selection, and/or transportation is provided to the student in temporary housing's parent or guardian or the unaccompanied youth;
- i) A record is maintained of all appeals of enrollment, school selection, and transportation;
- j) Public notice of the educational rights of students in temporary housing is posted in locations where these students receive services, such as schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of students in temporary housing, and unaccompanied youth;
- k) School personnel providing services to students in temporary housing receive professional learning and other support;
- l) Unaccompanied youths:
  1. Are enrolled in school;
  2. Have opportunities to meet the same challenging state academic standards as the state establishes for other children and youth, including receiving credit for full or partial coursework earned in a prior school pursuant to Commissioner's regulations; and
  3. Are informed of their status as independent students under Section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the McKinney-Vento liaison to receive verification of this status for purposes of the Free Application for Federal Student Aid (FAFSA);

m) School personnel, service providers, advocates working with students in temporary housing, parents and guardians of students in temporary housing, and students in temporary housing are informed of the duties of the McKinney-Vento liaison; and

n) Assistance with obtaining any necessary immunizations or screenings, or immunization or other required health records is provided to the parents or guardians of the students in temporary housing.

#### School District and School Designations

A designator will make the initial decision about which school district and school a student in temporary housing will attend. A designator is:

a) The parent or person in parental relation (guardian) to a student in temporary housing;  
b) The student in temporary housing, together with the McKinney-Vento liaison, in the case of an unaccompanied youth; or

c) The director of a residential program for runaway and homeless youth, in consultation with the student in temporary housing, where the student is living in that program.

The District will ask the designator to designate one of the following as the school district of attendance for the student in temporary housing:

- a) The school district of current location;
- b) The school district of origin; or
- c) A school district participating in a regional placement plan.

The District will also ask the designator to designate one of the following as the school where a student in temporary housing seeks to attend:

- a) The school of origin; or
- b) Any school that permanent housed children and youth who live in the attendance area in which the child or youth is actually living are eligible to attend, including a preschool.

A student in temporary housing is entitled to attend the schools of the school district of origin without the payment of tuition for the duration of their homelessness and through the remainder of the school year in which the student becomes permanently housed and for one additional year if that year constitutes the student's terminal year in that school building, subject to a best interest determination.

#### Designation/STAC 202 Form

The District will identify all students in temporary housing, and a designation form will be completed by the designator for all these students and any other student who claims homelessness. Designations must be made on the STAC 202 form provided by the Commissioner.

The appropriate designator must complete the designation form. The District makes designation forms available to a student in temporary housing who seeks admission to school or to the parent or person in parental relation who seeks to enroll the child in school.

The District will provide completed designation forms to the McKinney-Vento liaison immediately, but no later than two business days from the earlier date on which the child or youth either:

- a) Sought enrollment in school; or
- b) Was placed in a temporary housing facility or residential facility for runaway and homeless youth.

Where a parent or person in parental relation or a child who is neither placed in a temporary housing facility by the LDSS nor housed in a residential program for runaway homeless youth, designates the District as the school district of current location, the District will forward to the State Education Department a completed designation form and a statement of the basis for its determination that the child is a homeless child entitled to attend the District's schools.

#### Immediate Enrollment and Best Interest Determinations

Upon identification of a child who is in temporary housing and/or receipt of a completed designation/STAC 202 form, the District will:

a) Immediately review the designation form to ensure that it has been completed and admit the student in temporary housing even if the child or youth is unable to produce records normally required for enrollment, such as previous academic records, medical records, immunization records, proof of residency or other documentation and even if the child or youth has missed application deadlines;

b) Determine whether the designation made by the designator is consistent with the best interests of the student in temporary housing. In making best interests decisions the District will:

1. Presume that keeping the child in the school of origin is in the child's best interest, except when doing so is contrary to the wishes of the parent or guardian (or youth in the case of an unaccompanied youth); and
2. Consider student-centered factors such as the effect of mobility on student achievement, education, health, and safety of the child, giving priority to the wishes of the child's parent or guardian (or the youth, if a homeless unaccompanied youth). If the District determines that it is in the best interest of the student in temporary housing to attend a school other than the school of origin or the designated school, the District will provide the parent or guardian (or youth, if an unaccompanied youth) with a written explanation of its determination, including information about the right to appeal.
  - c) Provide the child with access to all of the District's programs, activities and services to the same extent as they are provided to resident students;
  - d) Immediately contact the school district where the child's records are located in order to obtain a copy of these records and coordinate the transmittal of records for students with disabilities pursuant to applicable laws and regulations;
  - e) Immediately refer the parent or guardian of the student in temporary housing to the McKinney-Vento liaison who must assist in obtaining necessary immunizations or immunization or medical records if the child or youth needs to obtain immunizations or immunization or medical records;
  - f) Forward the STAC 202 form to the Commissioner and the school district of origin, where applicable. In all cases, the District will give a copy of the completed STAC 202 form to the designator and keep a copy of the STAC 202 form for the District's records;
  - g) Arrange for transportation in accordance with applicable laws and regulations; and
  - h) Arrange for the child to receive free school meals.

#### Request for Records

Within five days of receipt of a request for school records from a new school, the District will forward, in a manner consistent with state and federal law, a complete copy of the student in temporary housing's records, including, but not limited to, proof of age, academic records, evaluations, immunization records, and guardianship papers, if applicable.

#### Tuition Reimbursement

The District is eligible to request reimbursement from the State Education Department for the direct costs of educational services to students in temporary housing that are not otherwise reimbursed under special federal programs, when:

- a) The District is either the school district of current location or a school district participating in a regional placement plan;
- b) The District is designated as the school district of attendance; and
- c) The school district of origin for the student in temporary housing is within New York State.

All claims for reimbursement will be made on the STAC 202 form prescribed by the Commissioner of the State Education Department.

In addition, the District is eligible for reimbursement for the direct costs of educational services, including transportation costs for students who continue enrollment in the District schools after finding permanent housing midyear in a different school district within New York State. In these cases, the District will directly bill the new district where the student permanently resides for all direct costs of educational services, including transportation, that are not otherwise reimbursed under special federal programs.

#### Transportation Responsibilities

The LDSS is responsible for providing transportation to students in temporary housing, including preschool students and students with disabilities who are eligible for benefits under Social Services Law Section 350-j and placed in temporary housing arrangements outside their designated districts. Where the LDSS requests that the District provide or arrange for transportation for a student in temporary housing in the circumstances above, the District will provide or arrange for the transportation and directly bill the LDSS so that the District will be fully and promptly reimbursed for the cost of the transportation.

If the District is the designated school district of attendance, the District will provide for the transportation of each student in temporary housing who is living in a residential program for runaway and homeless youth, including if the temporary housing is located outside the school district. The costs for transportation for each student in temporary housing who lives in a residential program for runaway youth and homeless youth located outside of the designated school district will be reimbursed by the State Education Department, to the extent funds are provided for the purpose, with the submission of a Runaway and Homeless Youth Act Transportation Program Form. Where the District provides transportation for a student living in a Runaway

and Homeless Youth facility, the District will promptly request reimbursement using the Runaway and Homeless Youth Act Transportation Form.

The District will transport any student in temporary housing to their school of origin, including preschools and charter schools, where it is the designated district of attendance and the student in temporary housing is not entitled to receive transportation from the Department of Social Services.

When the District is designated as the school district of current location for a student in temporary housing and the student does not attend the school of origin, the District will provide transportation on the same basis as it is provided to resident students, unless the local transportation policy represents a barrier to the student's attendance in school.

If the student in temporary housing designates the District as the school district of attendance, transportation will not exceed 50 miles each way, unless the Commissioner determines that it is in the best interest of the child.

Where the District is designated as the school district of attendance and it has recommended the student in temporary housing attend a summer educational program, the district of attendance will provide transportation services to students in temporary housing for summer educational programs if the lack of transportation poses a barrier to the student's participation in the program.

Where the District is designated as the school district of attendance, it will provide transportation services to students in temporary housing for extracurricular or academic activities when:

- a) The student participates in or would like to participate in an extracurricular or academic activity, including an after-school activity, at the school;
- b) The student meets the eligibility criteria for the activity; and
- c) The lack of transportation poses a barrier to the student's participation in the activity.

Where the District is designated as the school district of attendance, it will provide transportation as described above for the duration of homelessness, unless the LDSS is responsible for providing transportation. After the student becomes permanently housed, the District will provide transportation to the school of origin until the end of the school year and for one additional year if that year constitutes the child's terminal year in the school building.

#### Dispute Resolution Process

The District has established the following procedures for the prompt resolution of disputes regarding school selection or enrollment of a homeless child or youth:

- a) The District will provide a written explanation, including a statement regarding the right to appeal, to the parent or guardian of a student in temporary housing, or to an unaccompanied youth, if the District determines that the District is not required to either enroll and/or transport the child or youth to the school of origin or a school requested by the parent or guardian or unaccompanied youth, or if there is a disagreement about a child's or youth's status as a homeless child or unaccompanied youth. The written explanation will be in a manner and form understandable to the parent, guardian, or unaccompanied youth and will include a statement regarding the McKinney-Vento liaison's availability to help the parent, guardian, or unaccompanied youth with any appeal and the contact information for the liaison.
- b) The District will immediately enroll the student in the school in which enrollment is sought by the parent or guardian or unaccompanied youth, provide transportation to the school, and will delay for 30 days the implementation of a final determination to decline to either enroll in and/or transport the student in temporary housing to the school of origin or a school requested by the parent or guardian or unaccompanied youth.
- c) If the parent or guardian of a student in temporary housing or unaccompanied youth commences an appeal to the Commissioner within 30 days of such final determination, the student will be permitted to continue to attend the school they are enrolled in at the time of the appeal and/or receive transportation to that school pending the resolution of all available appeals.

#### **The McKinney-Vento Liaison's Dispute Resolution Responsibilities**

The District's McKinney-Vento liaison must assist the student in temporary housing's parent or guardian or unaccompanied youth in bringing an appeal to the Commissioner of a final school district decision regarding enrollment, school selection and/or transportation. In the event of a dispute regarding eligibility, enrollment, school selection, and/or transportation, the District's McKinney-Vento liaison will:

- a) Provide the parent or guardian or unaccompanied youth with a copy of the form petition;
- b) Assist the parent or guardian or unaccompanied youth in completing the form petition;
- c) Arrange for the copying of the form petition and supporting documents for the parent or guardian or unaccompanied youth, without cost to the parent or guardian or unaccompanied youth;
- d) Accept service of the form petition and supporting papers on behalf of any District employee or officer named as a party, or the District if it is named as a party, or arrange for service by mail by mailing the form petition and supporting documents to any District employee or officer named as a party, and, if the District is named as a party, to a person in the office of the Superintendent who has been designated by the Board to accept service on behalf of the District;
- e) Provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgment verifying that they have received the form petition and supporting documents, and will either accept service of these documents on behalf of the District employee or officer or District, or effect service by mail by mailing the form petition and supporting documents to any District employee or officer named as a party, and, if the District is named as a party, to a person in the office of the Superintendent who has been designated by the Board to accept service on behalf of the District;
- f) Transmit on behalf of the parent or guardian or unaccompanied youth, within five days after the service of, the form petition or any pleading or paper to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- g) Provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgement verifying that they have received the form petition and supporting documents and will transmit these documents on behalf of the parent, guardian or unaccompanied youth to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- h) Accept service of any subsequent pleadings or papers, including any correspondence related to the appeal, if the parent or guardian or unaccompanied youth so elects. They will also make this correspondence available to the parent or guardian or unaccompanied youth; and
- i) Maintain a record of all appeals of enrollment, school selection, and transportation determinations.

#### **Coordination**

The District will coordinate the provision of services described in this policy with local social services agencies, housing providers and other agencies or programs providing services to students in temporary housing and their families, including services and programs funded under the Runaway and Homeless Youth Act.

The District will coordinate with other school districts on inter-district issues, such as transportation or transfer of school records.

The District will coordinate implementation of the above provision of services with the requirements of the Individuals with Disabilities Education Act (IDEA) for students with disabilities.

#### **Coordination with Title I**

The District acknowledges that students in temporary housing are eligible for services under Title I, Part A whether or not they live in a Title I school attendance area or meet the academic requirements required of other children. The District will ensure that:

- a) Title I, Part A funds are set aside as are necessary to provide students in temporary housing, who may have unique needs that differ from their permanently housed peers, with educationally related support services;
- b) Its local plan includes a description of how the plan is coordinated with McKinney-Vento;
- c) Its local plan describes the services provided to students in temporary housing;
- d) Its local plan describes the efforts it made to identify students in temporary housing, including unaccompanied youth, if the District reports that there are no students in temporary housing enrolled in the District. These efforts will include contacting the LDSS or Office of Children and Family Services (OCFS) to verify that there are no students in temporary housing in the District; and
- e) Its housing questionnaire asks about the living arrangements of the child or unaccompanied youth, including asking if they are living in a shelter; with relatives or others due to loss of housing or economic hardship; in an abandoned

apartment/building; in a motel/hotel, camping ground, car, train/bus station or other similar situation due to the lack of alternative, adequate housing. Documentation of the District's efforts to identify students in temporary housing will be maintained on file and a copy of the housing questionnaire will also be kept on file.

### **Reporting Requirements**

The District will collect and transmit to the Commissioner of Education, at the time and in the manner as the Commissioner may require, a report containing information as the Commissioner determines is necessary, including the numbers of homeless students, their grade, and their nighttime residence.

### **Access to Free Meals**

The District will provide free meals to all children identified as homeless. They do not have to complete a free or reduced-price meal application. When the McKinney-Vento liaison or a shelter director provides a child's name to the District's school food service office, free school meals will commence immediately.

### **Removal of Barriers**

The District will review and revise its policies that may act as barriers to the identification of students in temporary housing and their enrollment and retention in school, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

### **Comparable Services**

The District will provide services to students in temporary housing comparable to those offered to other students in the District, including: transportation services; educational services for which the child or youth meets the relevant criteria, such as services provided under Title I or similar state or local programs; educational programs for students with disabilities; educational programs for English learners; programs in career and technical education; programs for gifted and talented students; and school nutrition programs.

### **Student Privacy**

Information about a student in temporary housing's living situation will be treated as a student education record and will not be deemed to be directory information under the Family Educational Rights and Privacy Act (FERPA). A parent or guardian or unaccompanied youth may consent to the release of a student's address information in the same way they would for other student education records under FERPA.

### **Training**

All school enrollment staff, secretaries, school counselors, school social workers, and principals will be trained on the requirements for enrollment of students in temporary housing. Other staff members including school nutrition staff, school registered professional nurses, teachers, and bus drivers will receive training on homelessness that is specific to their field. McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act (ESSA) of 2015,

42 USC § 11431 et seq.  
Education Law § 3209  
Executive Law Article 19-H  
8 NYCRR § 100.2(x)  
Adoption Date

## **8. Information and Reports**

### **8.01 Public Comment on Non-agenda-related Items**

Gloria Dolson – 1502 Ontario Ave. – Thanked Mr. Petrozzi for emceeding the MSST welcome event for Mr. Riley.

### **8.02 Superintendent's Report**

Mr. Laurie reiterated his praise for the financial team, commending the unqualified, clean audit.

He informed the Board of upcoming events:

Movie night Friday, October 21 at Abate

November 7<sup>th</sup>, the NFHS chorus is practicing and Mr. Edwards is cooking for them

Historically Black College s & Universities Tour takes place November 5-7; 24 kids and eight chaperones, including Mr. Bass, are attending.

On Monday, Evolv systems will be installed in elementary schools

Regarding the situations with North Tonawanda and Ken-Ton districts – Mr. Laurie will meet next Thursday with NT to help establish inter-district activities. Our Champion Team/athletes will participate in a facilitated discussion and perhaps a tour of the Underground Railroad museum. Mr. Woytila is also introducing a more culturally responsive curriculum.

The Building Trades are supportive of the upcoming capital projects and appreciative of the PLAs utilizing union labor.

An ENL welcoming reception takes place at 6 p.m. at Kalfas October 26..

On Golden Pond November 4-6 at NFHS.

Full remote learning day on election day.

#### 8.03 Board Members Report and Comments

Mr. Vilardo praised Mrs. Holody for her leadership and the business team for its work.

Mr. Bilson expressed appreciation for the evening's presentations and praised the audit.

Mr. Cancemi feels the NFHS Pathways to Excellence program shows leadership; praised the results of the audit.

Mr. Paretto praised the financial team and is excited for the capital projects. The Wolverines football team faces Orchard Park tomorrow, a formidable adversary.

Mr. Petrozzi thanked Mrs. Holody and Mr. Jacklin for their work regarding the audit.

#### 9. Advanced Planning

##### 9.01 Future Agenda Items

##### 9.02 Future Meeting Dates

#### 10. Adjournment

At 7:48 p.m. the Board entered executive session on a motion by Mr. Bilson, seconded by Mr. Cancemi for the purpose of discussing a personnel issue which may result in the dismissal of an individual; the status of three contract negotiations covered under the Taylor Law; the disposition of some CVA lawsuits.

The Board exited executive session at 8:45 p.m. on a motion by Mr. Paretto seconded by Mr. Cancemi and adjourned in memory of

John Condino, brother of former District safety director Richard Condino; and retired Special Education teacher Dominic Gaetano, husband of Joan Gaetano (retired special education teacher), father of Noelle Gaetano (dean of students at LaSalle Prep) and uncle to Amanda LaChance (physical education, Kalfas).

##### 10.01 Meeting Adjourned



CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
NIAGARA FALLS, NEW YORK  
MINUTES 11/17/2022 REGULAR BOARD MEETING 7:00 PM  
ADMINISTRATION OFFICE BOARD AUDITORIUM

## 1. Agenda Review Session

### 1.01 Topics

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi.

EXCUSED: Mr. Cancemi

**Technology Plan** – Mr. Granieri presented the technology plan. It is within the realm of possibility that the District could be audited for I.T. and technology protocols. Twelve districts already have been audited. Topics potentially audited include: AUP, asset inventory, security, content filtering, inconsistent policies.

Mr. Granieri discussed phishing education and prevention.

An overview of the Comprehensive Technology Plan was given. A copy of the plan is published in its entirety in the minutes.

A Technology Committee meets bi-weekly to discuss educational technology needs.

Professional development goals were presented.

Supporting resources have been added in recent years, making a stronger base of support to integrate software.

\$1.2 million was spent to upgrade the network, including hardware and technology resources. More than 10 funding sources support technology including e-rate, BOCES, general fund, and grants.

Third-party vendors who need access to District data must follow protocols for data security.

The technology plan must submit to State Education Department this month.

A review of the agenda was held.

## 2. Call to Order

### 2.01 Pledge of Allegiance

### 2.02 Prayer

### 2.03 Roll Call

## 3. Letters and Communications -

### 3.01 Oral Communications - Public Comment on agenda-related items

### 3.02 Written Communications

## 4. Recommended Actions from the Superintendent of Schools - Routine Matters

Items 4.01 and 4.02 approved on a motion by Nicholas Vilardo, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

### 4.01 Minutes – October 2022 (SG4)

### 4.02 Approval of Budget Transfer - # 4 (SG3)

### 4.03 Approval of Bids: None.

Items 4.04 and 4.05 were received and filed.

### 4.04 Treasurer's Report – October 2022 (SG3)

### 4.05 Budget Status Report – November 2022 (SG3)

Items 4.06 was approved on a motion by Anthony F Paretto, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.06 Personnel Report – Certificated (SG2)**

Items 4.07 was approved on a motion by Earl F Bass, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.07 Personnel Report - Classified (SG2)**

Items 4.08 and 4.09 approved on a motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.08 Report from Committee on Special Education (SG1)**

**4.09 Report from Committee on Preschool Special Education (SG1)**

Items 4.10 was approved on a motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.10 Short-Term Contracts (SG1,2)**

1. Heinemann Publishing Elementary Special Ed PD \$1,400 F2110.404.098.5022 November 16, 2022
2. Open Buffalo Presentation Race, Power and Privilege \$3,000 F2110.404.098.5022 November 21, 22, 2022
3. Lomax Barnes Youth Motivation Movement, Inc Independent Church of God Truancy Prevention Program \$20,000 (\$5,000/month) F2110.404.098.9523 October – December 2022 January 2023
4. Rob and Carol Allen Dairy Farmers of WNY Magic Show \$300.00 March 28, 2023
5. Niagara University College of Education Head Start Professional Development \$600.00 F2330.404.098 TT23 (HS) October 17, 2022
6. Niagara University Levesque Institute Dr. Kwadrans and Dr. Freedman Head Start Professional Development \$10,000 F2330.404.098 TT23 (HS) F2330.404.096 TT23 (EHS) 200 hours October 2022 – June 2023
7. Child Care Resource Network Kim Puma Building relationships in the infant/toddler environment \$No Fee F2330.404.096 TT23 (EHS) October 17, 2022
8. Childcare Clearinghouse of Niagara/NiaCAP Mental Health Consultation EHS professional Development No Fee F2330.404.096 TT23 (EHS) October 17, 2022
9. RESCIND Clark Patterson Lee Athletic Walk of Fame Design \$7,200 A1620.425.016 September – October 2022

Items 4.11 was approved on a motion by Rob Bilson, second by Clara Dunn.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11 Head Start Reports**

## **5. Unfinished Business**

**5.01 None**

## **6. New Business (see BoardDocs)**

Items 6.01 through 6.03 were approved on a motion by Nicholas Vilardo, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.01 Approval of Receipt of Gift from Dell Technologies (SG 3, 5 )**

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls City School District; and

WHEREAS, Dell Technologies is donating laptop backpacks to be distributed at Niagara Falls High School; and

WHEREAS, This donation is worth \$1,467; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of laptop backpacks, worth \$1,467; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to

Mr. Roger Metz, Vendor Management

Dell Technologies

7341 Pebble Creek Court

Liberty Terrace, Ohio 45044-9494

**6.02 Acceptance of Funds for the Learning Technology Grant (SG 1, 3, 5 )**

WHEREAS, The New York State Learning Technology Grant program is a three-year program that awards \$3.2 million annually to a variety of educational technology professional development programs statewide; and

WHEREAS, The Learning Technology Grant program promotes collaboration among public school districts, BOCES, and religious/independent schools to develop, implement, and share programs, activities and resources to facilitate the delivery of quality instruction, increase equitable access to high-quality learning experiences and promote culturally- and linguistically-responsive learning environments for all students through the effective use of technology; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$98,000.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2022/2023 Learning Technology Grant; and

RESOLVED, That the grant award of \$98,000.00 be credited to the following Revenue Account:

1. F3289.920.23 – 2022/2023 LRNING TECH REVENUE - \$98,000.00

RESOLVED, That the money be expended in the following function/object codes:

Appropriation Description Amount

Account Description	Budget
F 2110.140-098-9223	22/23 LRNING TECH - SCH. B \$84,774.00
F 2110.150-014-9223	22/23 LRNING TECH - PROG. DIR. \$5,326.00
F 2110.404-098-9223	22/23 LRNING TECH - PRCHD SRVCS\$4,900.00
F 2110.540-098-9223	22/23 LRNING TECH - SUPPLIES \$3,000.00
Total LRNING TECH Budget\$98,000.00	

Revenue Code: F3289.920.23

**6.03 Acceptance of Funds for Teacher Centers (SG 2 )**

WHEREAS, The Regents have made available State appropriations to operate Teacher Resource Centers (TRC); and

WHEREAS, District staff prepared and submitted an application for the 2022/2023 Teacher Resource Center Grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$66,938.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2022/2023 Teacher Resource Center Grant; and

RESOLVED, that the grant award of \$66,938.00 be credited to revenue account code F3289.810.23; and

RESOLVED, that the money be expended from the following function/object codes for Teacher Resource Center:

Account Code	Description	Budget
F 2070.140-045-8123	22/23 TRC – Schedule B	\$20,929.00
F 2070.151-045-8123	22/23 TRC – Stipends	\$10,860.00
F 2070.404-045-8123	22/23 TRC – Purchased Services	\$25,250.00
F 2070.409-098-8123	22/23 TRC – Travel	\$1,000.00
F 2070.540-045-8123	22/23 TRC – Supplies	\$8,899.00
	Total TRC	\$66,938.00

Revenue Code: F3289.810.23

Item 6.04 approved on a motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.04 Approval of Addition of Bank on Buffalo, a Division of CNB Bank, to the List of Official Bank Depositories (SG 3)**

WHEREAS, Article 2, §10, Paragraph 2a of the New York General Municipal Law states that, “The governing board of every local government shall designate one or more banks or trust companies for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or any other officer authorized by law to make deposits. Such designation shall be by resolution of the governing board”; and

WHEREAS, Article 2, §10, Paragraph 2a of the New York General Municipal Law also states that, “Such resolution shall specify the maximum amount which may be kept on deposit at any time in each such bank or trust company. Such designations and amounts may be changed at any time by further resolution”; and

WHEREAS, the District is recommending that Bank on Buffalo, a Division of CNB Bank, be added to the list of official depository accounts currently including Manufacturers and Traders Trust Company, and J.P. Morgan Chase Manhattan Bank, N.A.; therefore be it

RESOLVED, That the Board of Education designate Bank on Buffalo, a Division of CNB Bank, to the list of official bank depositories for the period November 17, 2022 through June 30, 2023; and be it further

RESOLVED, That the maximum amount which may be deposited not exceed \$75 million dollars; and be it further

RESOLVED, That Julie Jacklin, 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 District business with Bank on Buffalo, a Division of CNB Bank.

Items 6.05 and 6.06 approved on a motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.05 Approval of The Office of Head Start (OHS) Notice of Federal Interest in the Property Commonly Known as 901 – 24th Street Niagara Falls, NY 14301 (SG 3 )**

WHEREAS, The City School District of the City of Niagara Falls (“District”) submitted an application to become the provider of Head Start/Early Head Start services programs in Niagara Falls, NY; and

WHEREAS, The District was tentatively awarded the Head Start/Early Head Start Grant in August of 2021 and in September 2021 the District received the official Notice of Award, indicating it would be awarded the Head Start/Early Head Start Grant pending implementing procedures required to conduct the Head Start Programs (“Programs”); and

WHEREAS, As a condition of receiving the Grant and conducting the Head Start Programs, property commonly known as 901 24th Street Niagara Falls New York (“Property”), in which there is a Federal Interest of 100%, is required to be transferred to the District and the District is required to accept it with the Federal Interest remaining to conduct the Programs; and

WHEREAS, The Property is located in the City of Niagara Falls, New York at 901 24th Street Niagara Falls, NY 14301, and has an appraised value of \$640,000.00; and

WHEREAS, The Property was transferred to the District at no consideration subject to the Federal Interest remaining, which restricts and prohibits the sale, transfer and/or encumbrance of the Property in any manner, without the written consent of the United States Department of Health and Human Services (“HHS”) Office of Head Start (“OHS”) and with the requirement that it be used to conduct the Programs; and

WHEREAS, The Superintendent and his staff are providing all information necessary to conduct the Programs and further has conducted the due diligence required to accept the Property for use for the Head Start/Early Head Start Programs; and

WHEREAS, The Superintendent after completing the due diligence required, has concluded that all title and physical issues, including environmental issues are acceptable to conduct the Programs; and

WHEREAS, A Notice of Federal Interest must be signed by a designee, most often the President of the Governing Board, and submitted to OHS so that they may maintain a file of grantees with federal interest properties; and

WHEREAS, The Board of Education has been named as the Head Start/Early Head Start Governing Board and thus, a designee from the Board of Education is authorized to sign such Notice of Federal Interest, which is attached herein; therefore be it

RESOLVED, That the President of the Board of Education be and he is hereby authorized to sign all documents necessary to effectuate the Notice of Federal Interest in the Property; and be it further

RESOLVED, That the District Clerk be authorized to obtain the signature of the President of the Board of Education; and be it further

RESOLVED, That the District Clerk is hereby directed to furnish a Certified Copy of this Resolution and a notarized and signed Notice of Federal Interest form to the Business Office and all other persons or entities having a need of this Resolution to effectuate the purpose of this Resolution and the indication of a Federal Interest of the Properties.

#### OHS NOTICE OF FEDERAL INTEREST

LEGAL NOTICE: THE PROPERTY NAMED IN THIS DOCUMENT WAS ACQUIRED OR IMPROVED USING FEDERAL FUNDING. THEREFORE, FEDERAL LAW GOVERNS ITS USE, ENCUMBRANCE, AND/OR DISPOSITION. BEFORE ATTEMPTING TO PURCHASE, SELL, OCCUPY, TAKE A MORTGAGE INTEREST IN OR OTHERWISE ENCUMBER, OR FORECLOSE UPON THIS PROPERTY, YOU MUST NOTIFY THE RESPONSIBLE HHS OFFICIAL LISTED BELOW.

Federal law directs the Secretary of the United States Department of Health and Human Services to establish uniform procedures for Head Start agencies to purchase facilities to be used to carry out Head Start programs. See 42 U.S.C. § 9839(f). Real property acquired or improved with a Federal award is held in trust by the Head Start agency as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 45 C.F.R. §§ 75.323, 1303.46. Facilities acquired or renovated with grant funds may not be mortgaged, used as collateral, sold, or otherwise transferred to another party without the written permission of the responsible HHS official. See 45 C.F.R. § 1303.48(a).

On 8/17/2021, the United States Department of Health and Human Services, Administration for Children and Families ("HHS/ACF") awarded Grant Number 02CH012103 in the amount of \$ 923,590.00 to The City School District of the City of Niagara Falls ("Recipient") for the purpose of operating a Head Start program in Niagara County, NY. These grant funds are being used in part for the purchase, continued purchase, improvement, and/or renovation of the property located at 901 – 24th St Niagara Falls, NY 14301 and further described on Exhibit A, attached hereto ("Property"). Future grant awards may also be used for this purpose.

Through this grant award and any future grant awards made by HHS/ACF, HHS/ACF has acquired a beneficial ownership interest ("Federal Interest") in the Property. HHS/ACF's interest applies to the entire Property, including, but not limited to, the facility and land.

The Notice of Award for this grant includes conditions on the use of the Property and provides for a continuing Federal Interest in the Property. Specifically, the Property may not be: (1) used for any purpose inconsistent with the Head Start Act and applicable Head Start regulations; (2) mortgaged or used as collateral, sold or otherwise transferred to another party, without the responsible HHS/ACF official's (or the responsible HHS/ACF official's designee's) written permission; (3) subordinated, diminished, nullified or released through the encumbrance of the property, transfer of the property to another party or any other action the Recipient takes without the responsible HHS/ACF official's (or the responsible HHS/ACF official's designee's) written permission. See: 42 U.S.C. § 9831 et seq.; 45 C.F.R. Part 75; 45 C.F.R. Part 1303; 45 C.F.R Part 1305; and other terms and conditions of the award, including the HHS Grants Policy Statement.

The Federal Interest in the Property and the conditions and restrictions that control the use, sale, lease, and disposition of the Property cannot be subordinated, diminished, nullified, or released through encumbrance of the Property, transfer of the Property to another party, or any other action taken by the Recipient without the Responsible HHS/ACF Official's written permission. In accordance with 45 C.F.R. § 75.318 and 45 C.F.R. § 1303.48(b), any party seeking to change the ownership or approved usage of the Property must provide advanced written notice requesting permission to make the proposed change to the Responsible HHS/ACF Official at the following address:

Office of Grants Management  
Administration for Children and Families  
U.S. Department of Health and Human Services  
Region Office 2  
26 Federal Plaza  
Room 19-119  
New York, NY 10278  
Attn: Regional Administrator

Grantee confirms that Recipient's governing body received a copy of this Notice of Federal Interest on 11/17/2022.

The person(s) executing this Notice of Federal Interest on behalf of Recipient hereto represent and warrant that he or she has been duly authorized by Recipient to so execute this Notice of Federal Interest.

IN WITNESS WHEREOF, Recipient has executed this Notice of Federal Interest pursuant to authority duly given, as of 7/1/2022.

[Signature page follows.]

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Signature: \_\_\_\_\_  
Mr. Russell Petrozzi  
City School District of the City of Niagara Falls Board of Education  
630 – 66th St  
Niagara Falls, NY 14304  
President

On this 17th day of November, 2022, before me, the undersigned, a Notary Public in and for said New York, personally appeared Russell Petrozzi, President of the City School District of the City of Niagara Falls Board of Education President, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public

My Commission Expires: \_\_\_\_\_  
EXHIBIT A

The property legal description from public records is:

## 6.06 Approval of Head Start Policy By-Laws (SG 1,4)

WHEREAS, the U.S. Department of Health and Human Services awarded the City of Niagara Falls City School District oversight of the Head Start Early Head Start programs in Niagara Falls effective September 2020; and

WHEREAS, each Head Start Early Head Start program must form a Policy Council comprised of Head Start and Early Head Start parents and community members; and

WHEREAS, said Policy Council must be governed by appropriate and enshrined by-laws in accordance with the Head Start Program Performance Standards and PL 110-134 (Head Start Act); and

WHEREAS, the Board of Education has studied the recommended by-laws and deems them to be satisfactory; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the by-laws of the Policy Council of Head Start and Early Head Start in Niagara Falls.

Niagara Falls City School District  
Head Start/Early Head Start  
POLICY COUNCIL  
BYLAWS

Article 1  
Name

Section 1. The name of this Policy Council shall be the Niagara Falls City School District Head Start/Early Head Start Policy Council, hereinafter referred to as "Policy Council."

## Article 2

### Purposes and Functions

#### Section 1: Purposes

The purpose of the Policy Council shall be to participate in the implementation the the Head Start Program Performance Standards and PL 110-134 (Head Start Act).

The Policy Council is part of the formal structure for program governance in Head Start, that also includes a governing body and parent committees. The Policy Council works in conjunction with the governing body, the Niagara Falls City School District (NFCSD) Board of Directors, Superintendent of Schools, and Head Start Program Director for the effective and efficient provision of Head Start/Early Head Start services in accordance with the Head Start Act, Head Start Performance Standards and other regulations.

The purpose of the Policy Council is to:

- A. Provide an opportunity for parents to have a voice in decisions that affect themselves, their families, and their children.
- B. Provide a means for sharing problems related to the Head Start and Early Head Start program and working to solve those problems.
- C. Understand and promote the goals and objectives of the Head Start and Early Head Start program.
- D. Carry out the duties and responsibilities required by Federal guidelines governing the Head Start and Early Head Start Policy Council.

#### Section 2: Functions

The Policy Council is responsible for the direction of the program as outlined in the Head Start Act, including:

- Program design and operation,
- Long and short-term planning goals and objectives,
- Taking into account community-wide strategic planning, needs assessment, and self-assessment.

The general functions of the Policy Council, are to work in partnership with key HS/EHS management and the governing body and to the governing body and to approve or disapprove and submit to the governing body decisions about the following:

- A. Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the Head Start agency is responsive to community and parent needs.
- B. Program recruitment, selection, and enrollment priorities.
- C. Applications for funding and amendments to applicants for funding for Head Start and Early Head Start, including administrative services, prior to the submission of such applications to the responsible federal official.
- D. Recommendations for budget planning for program expenditures, including policies for reimbursement and participation in Policy Council activities
- E. Bylaws for the operation of the Policy Council.
- F. Program personnel policies consistent with state and/or local licensing regulations; standards of conduct for program staff, contractors and volunteers and criteria for the employment and dismissal of program staff.
- G. Input in developing procedures for how members of the Policy Council of the Head Start/Early Head Start program shall be elected.

The Policy Council will perform the following functions directly:

- a. Serve as a link to the Parent Committees, grantee agency governing bodies, public and private organizations, and the communities they serve.
- b. Assist Parent Committees in communicating with parents enrolled in all program options to ensure that they understand their rights and responsibilities and the opportunities available in Early Head Start and Head Start, and to encourage their participation in the program.

c. Assist Parent Committees in planning, coordinating, and organizing program activities for parents with the assistance of staff, and ensure that funds set aside from program budgets are used to support parent activities (Parent Activity Funds).

d. Assist in recruiting volunteer services from parents, community residents, and community organizations, and assist in the mobilization of community resources to meet identified needs.

### Article III

#### Membership and Composition

##### Section 1: Membership

The Policy Council shall be composed of a majority (51%) of parents/guardians of currently enrolled children. No more than 49% shall be community representatives. Current parents/guardians are defined as a primary, foster, or legal caregiver having at least one child enrolled in the Head Start or Early Head Start program. Parents of all program options shall be proportionately represented.

The Policy Council shall consist of nine members (9) members. Parents of children currently enrolled in the program shall constitute a majority of the members of the Policy Council.

Membership on the Policy Council is voluntary. A member is an individual who has been apprised of the roles and responsibilities of the Policy Council and willingly accepts those responsibilities.

##### Section 2: Composition

The total membership of the Policy Council shall not exceed nine (9). Five (5) will be parents of children currently enrolled in the program. The membership shall consist of three (3) Head Start parents, and two (2) Early Head Start parents. One alternate parent representative shall also be elected for Head Start and one for Early Head Start. All parents voting for Policy Council parent representatives and alternates must have a child currently enrolled in Head Start and/or Early Head Start. Alternate Policy Council members will act in place of one of the representatives of either HS or EHS in his or her absence. An alternate is classified as a member and subject to the same term limitations as the regular member.

Policy Council membership shall also include three (3) Community Representatives (who may be past parents or other members of the community at large). Community members may be recommended by the Chairperson, in coordination with the Head Start Program Director. The Policy Council must approve Community Representatives by formally electing them to serve before these Community Representatives' voting rights may be exercised.

##### Section 4: Term of Office

All Policy Council members are elected for a term of one (1) year. Policy Council membership ends when the program year in which the member was elected ends. Policy Council members may not serve more than five (5) years in a lifetime. This applies to current parents, former parents, and community representative.

The term of one-year membership for each shall begin in October and end when his/her replacement is duly elected or until they term out at the end of the program year.

The selection of Policy Council parent members representing the Head Start and Early Head Start program takes place at the first parent committee meetings held at the center level in late September/October each program year. These meeting will take place prior to the first Policy Council meeting, also known as the Installation Meeting which is held in October. As part of the orientation process, Policy Council members will receive an orientation prior to the end of December to better understand their roles and responsibilities. New Policy Council members seated after the orientation will be provided with an orientation within one month of their election to Policy Council.

##### Section 5: Election

The Policy Council shall be elected by the parents of children currently enrolled in the Head Start/Early Head Start program at the center level committee meetings held in September/October. Election of the Community Representative by the Parent Representatives to the Policy Council shall constitute their election by parents of currently enrolled children.

##### Section 6: Conflict of Interest

No member of the Policy Council shall have a conflict of interest with the Head Start organization. Each Policy Council member will be asked to sign a Conflict of Interest form at the Installation Meeting. The member certifies that they have never served on Policy Council or states they have served one (1) but no more than five (5) years. (Refer to Performance Standards Program Governance 1301.3)

A. Except as provided in Head Start Program Performance Standard 1301.3 (b)(2), no staff member or members of their immediate family (relatives) shall serve on the Policy Council. For the purpose of this document, the term "relatives" includes spouse, mother, father, grandmother, grandfather, brother, sister, son, daughter, or equivalent in-law, step or domestic partnership relationship.



- B. Neither the member nor a member of his/her immediate family shall benefit personally or materially from his/her membership on the Policy Council or relationship to a Policy Council member.
- C. No member of the Policy Council shall receive compensation for serving on the Policy Council of for providing services to the program.

#### Article IV Policy Council Meetings

##### Section 1: Meetings

The Policy Council shall meet at least once each month a minimum of eight (8) times per year. Meetings will be held at a regularly scheduled time and place, as determined by the majority of the incoming Policy Council membership and in coordination with the Head Start Director.

##### Section 2: Installation Meeting

The Policy Council Installation Meeting will be held in the month of October acknowledging the seating of new Policy Council members as well as for the transaction of business. This meeting is held following the formation of the new parent committees established at the center level in September/October.

Officers to the Policy Council will be selected by the members. In the event multiple people are vying for the same position, each shall have the opportunity to describe their qualifications to the membership and a majority vote will determine the successful candidate. This formal nomination and/or election of Policy Council officers will take place at the November meeting to allow new Policy Council members sufficient time to learn about the various officer positions and determine their desire to run for office.

##### Section 3: Notice of Meetings

A reminder notice of the regularly scheduled meetings shall be sent or delivered to each Policy Council member at least three (3) days prior to the meeting. Notice shall include a copy of the minutes of the previous Policy Council meeting, and an agenda for the upcoming meeting indicating all items requiring action of the Policy Council. Additional materials and information may be provided with the agenda to allow members to prepare for the upcoming meeting. Any item which is not listed as an action item on a meeting's agenda may not be acted upon (voted on) at that meeting.

##### Section 4: Special Meetings

Special meetings may be called only when there is a need. Should a special meeting be needed it shall be called by the Chairperson in consultation with the Program Director or Superintendent of Schools. Policy Council members must be notified at least twenty-four (24) hours prior to special meetings. Notice of any special meeting must include the purpose for which the meeting is being called and the action items to be addressed at the special meeting.

##### Section 5: Meeting Minutes

Concise minutes shall be kept of the actions taken by the Policy Council at every meeting. Each voting member of the Policy Council, as well as the Superintendent of Schools and Head Start Program Director, shall receive a copy of the minutes before the next meeting is held. The minutes of the meeting are a public record and a copy the meeting minutes shall be posted at all HS/EHS centers and HS/EHS administration office.

##### Section 6: Meeting Format

Policy Council meetings may be held via telephone conference call or virtually when deemed necessary to conduct the business of the Policy Council. The decision to hold a meeting via telephone conference call or virtually may be made at a previous meeting or within twenty-four (24) hour notice by telephone or personal message to all voting members. Notice of any meeting held by telephone or virtually must include the purpose for which the meeting is being called and the action items to be addressed at the meeting.

##### Section 7: Quorum and Voting Rights

A. A quorum at all meetings shall consist of one third of voting members for a total of three (3). Unless otherwise specified in the minutes of a meeting, a majority vote by the quorum present will constitute official Policy Council action.

B. Each member of the Policy Council shall have one (1) vote. There shall be no proxy voting for other members. Telephone polling or an electronic vote may be allowed if there is not a quorum present. The voting process may include voice vote, secret ballots, roll call, etc.

C. Alternate members have voting power only in the absence of the respective representative regular appointed Policy Council Member.

##### Section 8: Termination of Membership

A member of the Policy Council can be terminated by a two-thirds vote of the Policy

Council if absent from three (3) consecutive meetings without having submitted a legitimate excuse in writing to the Chairperson prior to the meeting. A member of the Policy Council may also be terminated if the member violates the Standards of Conduct for program staff, consultants, and volunteers.

#### Section 8: Resignation

A member shall provide a written statement prior to resignation from the Policy Council.

#### Section 9: Vacancy

All Parent Committees shall elect a new member to the Policy Council within 30 days of notification of a vacancy from that group. If a vacancy is created by the departure of a Community Representative, that vacancy shall also be filled within 30 days.

#### Section 10: Meeting Participants

Staff, other than the designated Policy Council facilitator, Head Start Program Director and the Superintendent of Schools are not required to attend Policy Council meetings. Staff members can participate in an informative, non-voting capacity upon request of the Head Start Program Director or Superintendent. Only Policy Council members shall participate in the discussions taking place during the meeting. The Policy Council Chairperson, Head Start Program Director or Superintendent may, however, request information from a guest during the meeting. Any guest who engages in behavior that is disruptive to the Policy Council meeting may be instructed to leave the meeting by the Policy Council Chairperson, Head Start Program Director, or Superintendent. Policy Council meetings may be closed to discuss sensitive or personal information about parents, children, staff, legal matters, or litigation. While the meeting is closed, guests must leave the room until the closed session is completed.

#### Section 10: Code of Conduct

All Policy Council members shall follow the Niagara Falls City School District's Code of Conduct during meetings. All meetings shall be conducted under the Rules of Order for Policy Council Meetings.

#### Section 11: Reimbursement for Travel to and From Policy Council Meetings

All Policy Council members requiring reimbursement for travel will be reimbursed at the rate established by the IRS. Members seeking reimbursement will follow the district's mileage reimbursement procedure and process.

Instead of receiving reimbursement, members may contribute their travel expenses in the form of non-federal share/in-kind by completing and signing the appropriate in-kind form. Travel reimbursement forms and in-kind contribution forms will be made available at Policy Council meetings.

### Article V

#### Officers

Section 1. Officers of the Policy Council shall be a Chairperson, Vice Chairperson, and Secretary. Positions may be combined at the discretion of the Policy Council prior to election of officers. Any voting member (not Alternates) may be an officer.

#### Section 2: Chairperson

The Chairperson shall preside at all meetings and maintain order. Prior to the meeting, the Chairperson will prepare the agenda with the Head Start/Early Head Start Director and any other pertinent persons. The Chairperson also serves on committees and coordinate activities as needed; works closely with the Head Start/Early Head Start Director as necessary; acts as the official representative of the Council; is knowledgeable of Council Bylaws, Head Start policies and requirements; and performs other duties as appropriate.

#### Section 3: Vice-Chairperson

The Vice-Chairperson shall preside in the absence of the Chairperson or whenever the Chairperson temporarily vacates the chair. In case of resignation or death of the Chairperson, the Vice-Chair shall assume the office until a permanent chair is elected.

#### Section 4: Secretary

The Secretary shall record the minutes of every Policy Council meeting; keep copies of the Bylaws, standing rules, roster of members, a list of unfinished business and a copy of each agenda; mail minutes to each member prior to the meeting; keep a file of all correspondence received; read correspondence as needed;

telephone members about special meetings as needed; maintain a file/record of minutes; assist the Chairperson in following the agenda and record and read motions as they are made; read minutes of the last meeting; and perform other duties as assigned.

#### Article VI Health Services Advisory Committee

Section 1. At least one (1) member of the Policy Council shall serve on the Health Services Advisory Committee, as described in Head Start Program Performance Standard 1302.40(b). This individual may be appointed by the Chairperson. The Health Services Advisory Committee meets at least two times a program year; once in the fall/winter and again in the spring/summer.

#### Article VII Committees

##### Section 1: Committees

The Policy Council shall appoint such committees as are necessary to the proper conduct of business, including but not limited to the following: Executive Committee, Personnel Committee, and Budget Committee.

Section 2: Executive Committee: The Executive Committee shall be comprised of three officers of the Policy Council: Chairperson, Vice Chairperson, and Secretary. The Executive Committee shall have the power to conduct business for the Policy Council between regular meetings of the Policy Council. Minutes of the Executive Committee will be maintained and included in the next Policy Council meeting.

Section 3. Personnel Committee: The Personnel Committee will assist in screening, interviewing and recommending persons to be hired to fill vacancies in the Head Start/Early Head Start program. The Head Start Director, in consultation with the HR Administrator, will make final recommendations to the Superintendent in a personnel report presented to the Governing Body for ultimate approval of hiring decisions.

##### Section 4: Budget Committee

This committee will assist and review in preparation of the Head Start/Early Head Start grant application and any amendments to funding.

Section 4. Special Committees: Special Committees may be appointed by the Chairperson or selected by the Policy Council under the guidance of the Head Start Program Director, Superintendent, or on an ad hoc basis (for a specified purpose and time period) as the need arises.

#### Article VIII Amendments

These Bylaws may be amended, altered or revised at any time by a two-thirds majority vote of the Policy Council at a meeting for which notice of such proposed amendments, including a copy of the proposed amendments, has been given at least three (3) days in advance of the meeting. Bylaw amendments must be an agenda item.

#### Article IX Impasse Procedure

In the event of an impasse, the following procedure will be followed:

##### Section 1. Purpose:

To facilitate meaningful consultation and collaboration about decisions of the Governing Body and the Policy Council (Head Start Performance Standard – Program Governance 1301.6)

##### Section 2. Definition of an Impasse:

An impasse is a dispute between the Board of Directors and the Policy Council that has the potential to disrupt services to children and families.

##### Section 3. Notice of Impasse:

When an impasse occurs, the President or Chairperson of the body who declared the impasse shall notify the other, in writing, within ten (10) working days of the decision to declare an impasse, and explain why the body does not accept the other's decision. Notification to the other body begins the negotiation process below, beginning with informal negotiation.

##### Section 4. Informal Negotiation:

The Board of Directors and Policy Council, and/or their assigned staff, shall meet to discuss the matter informally. The issue leading to the impasse will be discussed through the shared decision-making process within ten (10) working days of receiving written notice. The location and time will be mutually agreed upon and will continue until the Board of Directors and Policy Council determines mediation is necessary.

Section 5. Mediation:

Should the Board of Director's or Policy Council determine mediation is necessary, said group shall notify the other group in writing of its decision, within ten (10) working days after the decision. The notice shall include a statement of the issue(s) which is/are at impasse.

Section 6. Selection of Mediator:

The Board of Directors and Policy Council must select a mutually agreeable third party mediator, such as a professional mediation service, or appoint an impartial leader in the community, within 15 days from sending of the notice to mediate (Section '5' above). The parties shall jointly schedule the mediation to occur within ten (10) working days after the mediator has been selected or appointed, or as soon as practicable, thereafter. If a mediator cannot be agreed upon, each party shall submit three names into a box, and one drawn therefrom. Should the parties not be able to agree on the person to draw the name, the District Clerk shall draw the name.

Section 7. Arbitration:

If a resolution is not reached with mediation, the Board of Directors and the Policy Council will select a mutually agreeable arbitrator within ten (10) days following mediation, whose decision shall be final. If an arbitrator cannot be agreed upon, each party shall submit three names into a box, and the one drawn therefrom. Should the parties not be able to agree on the person to draw the name, the District Clerk shall draw the name.

Article X

Authority

All Policy Council authorities are outlined in the Head Start Program Performance Standards, 45 CFR Chapter XIII Part 1301-Program Governance and in section 642 (c) (2) of the Head Start Act.

Signatures

Date

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Chairperson of the Policy Council

\_\_\_\_\_  
Head Start Director

Effective Date: \_\_\_\_\_

Item 6.07 approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.07 Approval of 2022-2025 Comprehensive Technology Plan [\(SG 5\)](#)**

WHEREAS, In 1991, the District, with the assistance of the IBM Company, established a Technology Study Committee ("TSC") to develop a five-year technology plan to address the District's current and future needs; and

WHEREAS, The TSC gathered information from District employees, parents, and community members and formulated a Technology Plan which was adopted by the Board; and

WHEREAS, The Plan and revisions to the plan as approved provides a framework and sets standards and goals for the integration of technology into the curriculum and continued updates to the infrastructure and serves as a guide to future actions in progressing the District's use of technology; and

WHEREAS, The Plan meets the requirement for such an instrument required by the Commissioner's Regulations; and

WHEREAS, The Plan was revised for 2002-2007 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2002.

WHEREAS, The Plan was revised for 2007-2010 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2006.; and

WHEREAS, The Plan was revised for 2010-2013 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2010.; and

WHEREAS, The Plan was revised for 2013-2016 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2013.; and

WHEREAS, The Plan was revised for 2015-2018 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2015.; and

WHEREAS, The Plan was revised for 2018-2021 by the Technology Committee (formerly the TSC) and approved by the Board as revised in 2018.; and

WHEREAS, In 2022 the Technology Committee working with the Western New York Regional Information Center, the State assigned reviewer of technology plans has again reviewed, updated and revised the Technology Plan as the District moves into the next three years; and

WHEREAS, All components of the Plan have been revised, including the curriculum component for which the Technology Committee is again recommending; now therefore be it

RESOLVED, That the Board of Education hereby approves the Technology Plan as revised by the Technology Committee, a copy of which is posted on the District's website ([www.nfschools.net](http://www.nfschools.net)) and all presented to the Board; and be it further

RESOLVED, That the Technology Plan, as revised and approved, be implemented by the Superintendent and staff and be used as a guide for future technology purposes and budget developments.

Items 6.08 approved on a motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.08** Approval of Disposition of Absentee Ballots and Unused Ballots from the May 18, 2021 and May 17, 2022 District Vote ([SG 4](#))

WHEREAS, The provisions of the Education Law 2034(6)(b) and Local Government Schedule (LGS) -1 concerning retention of ballots used in an election; and

WHEREAS, It the District has retained the ballots in question for the required period of time; therefore, be it

RESOLVED, that the Board of Education hereby authorizes the District Clerk to dispose of the absentee ballots from the May 18, 2021 and May 17, 2022 vote, after having held them for the required one-year period; and be it,

RESOLVED, that the Board of Education hereby authorizes the District Clerk to dispose of the unused ballots from the May 18, 2021 and May 17, 2022 vote, after having held them for the required six-month period.

Items 6.09 through 6.17 approved on a motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.09** Approval of Contract for English Not My First Language (ENL) Instructional Coaching Services between The City School District of The City of Niagara Falls, New York and Niagara University, for the 2022 - 2023 School Year ([SG 1](#))

WHEREAS, The District is obligated to provide quality ENL programming to students enrolled in grades K-12; and

WHEREAS, Niagara University will provide 700 hours of on-site instructional coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$35,000.00 and

WHEREAS, The Contract shall be effective for a term commencing November 10, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and Niagara University attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period November 10, 2022 through June 30, 2023 is \$35,000.00; 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 SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this day November 10, 2022 between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA UNIVERSITY 5795 Lewiston Road Lewiston, New York 14092.

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 Niagara University as an independent contractor to render to the District the services, and Niagara University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Niagara University shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) On-site instructional coaching services for teachers at the Elementary, Prep, and High School level who provide ENL services and programming.
- b) Lesson plan creation and delivery for all teachers providing ENL services.
- c) Guidance in analyzing student data.
- d) Other duties as deemed appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Niagara University shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Niagara University shall not be an employee of the District. Niagara 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 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 Niagara University. Upon receipt of payment invoices, the District shall pay to Niagara University its services hereunder a sum not to exceed \$35,000.00 following services rendered upon receiving required invoices. Payments will be made in 3 installments, the first being on January 30, 2023, the second being on March 31, 2023 and final being on June 30, 2023.

Payment checks payable to the order of the Niagara University shall be deemed full payment to, and acquittance by Niagara University.

5. Indemnification. To the fullest extent permitted by law, Niagara 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. Niagara 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. Niagara 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.

7. Term of Contract. This contract shall be effective from November 10, 2022 to June 30, 2023 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 Niagara University under this Agreement are unique and personal. Accordingly, Niagara University 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.

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Niagara University

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President, Board of Education

**6.10 Approval of Contract for Instructional Coaching Services and the Delivery of Professional Development Sessions for All Pre-K Teachers Using the Teaching Strategies Curriculum and The Teaching Strategies Gold Assessment Between The City School District of The City of Niagara Falls, New York and the Child Care Resource Network for the 2022 - 2023 School Year (SG 2)**

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, The Child Care Resource Network will provide 300 hours of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$45,000; and

WHEREAS, The Contract shall be effective for a term commencing October 13, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and The Child Care Resource Network attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period October 13, 2022 through June 30, 2023 is \$45,000.00; 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.

**6.11 Approval of Contract for Consulting and Guidance With Respect to Matters Related to the Implementation of A Social, Emotional, Behavioral, Multi-Tiered Systems of Support Model (MTSS), Including Aspects of Behavioral Intervention and Development and Progress Monitoring for Dr. Lisa Kilanowski between the City School District of The City of Niagara Falls, New York and Dr. Lisa Kilanowski (hereinafter Dr. Lisa Kilanowski), for the Timeframe of October 27, 2022 through August 31. 2023 (SG 2)**

**CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 17th day of November, 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and The Child Care Resource Network 1000 Hertel Avenue Buffalo, New York 14216 US.

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 The Child Care Resource Network as an independent contractor to render to the District the services, and The Child Care Resource Network hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: The Child Care Resource Network shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

- a) 300 hours of coaching services for the Pre-K 3 and 4 programs in 2022-2023 school - year.
- b) Three (3) days of Professional Development Services for the Pre-K 3 and 4 teachers on the District-wide Superintendent's Conference Days scheduled for October 17<sup>th</sup>, January 27<sup>th</sup> and March 17<sup>th</sup>.
- c) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. The Child Care Resource Network shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. The Child Care Resource Network shall not be an employee of the District. The Child Care Resource Network 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 The Child Care Resource Network. Upon receipt of payment invoices, the District shall pay to The Child Care Resource Network its services hereunder a sum not to exceed \$45,000.00 in 9 monthly payments following services rendered upon receipt of invoices. Payment checks payable to the order of The Child Care Resource Network shall be deemed full payment to, and acquittance by The Child Care Resource Network.

5. Indemnification. To the fullest extent permitted by law, The Child Care Resource Network 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 Child Care Resource Network 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 Child Care Resource Network 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 13, 2022 to



June 30, 2023 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 The Child Care Resource Network under this Agreement are unique and personal. Accordingly, The Child Care Resource Network 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.

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Independent Contractor

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President, Board of Education

#### **6.12 Approval of Contract Between The City School District of The City of Niagara Falls and Melinda A. Scime, Psychologist, PLLC. for Professional Mental Health and Consultation Services at Niagara Falls High School (November 1, 2022 – June 30, 2023) ([SG 1](#))**

WHEREAS, The District proposes to hire a mental health services company to render professional services in the area of mental health counseling to fulfill grant objectives for individual student counseling and family counseling at Niagara Falls High School; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 11/1/22 – 6/30/23 at a fee not to exceed \$15,000.00 to be billed in three equal installments of \$5,000 on January 30, 2023, March 30, 2023, and June 30, 2023; 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 and is hereby 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 MELINDA A. SCIME, PSYCHOLOGIST, PLLC**

THIS AGREEMENT, made this 17<sup>th</sup> Day of November, 2022 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66<sup>th</sup> Street, Niagara Falls, New York 14304, the first party, and Melinda A. Scime, Psychologist, PLLC, 779 Cayuga Street, Suite D, Lewiston, NY 14092, 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 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 (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Mental Health Services Demonstration Grant at Niagara Falls High School.
- b. Each school will receive direct support services and programming will run for throughout the summer.
- c. Participation in school based S.T.A.R.T team meetings at Niagara Falls High School upon request for appropriate individualized behavioral intervention services.
- d. Participation in advisory meetings.
- e. Family counseling offered at Niagara Falls High School.

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, a sum not to exceed \$15,000, in three equal installments of \$5,000 on January 30, 2023, March 30, 2023, and June 30, 2023, when the last installment shall be due. The second party shall submit invoices for services rendered monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.
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.
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 November 1, 2022 through June 30, 2023, 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

Melinda A. Scime, Ph.D.

Board President

**6.13 Approval of Contract for Consultation Services Between The City School District of The City of Niagara Falls, New York and Tell Consulting (11-1-22 Through 6-30-23) (SG 1)**

WHEREAS, The Extended Day and Mental Health Professional Demonstration Grants have had a great impact on student engagement related to English Language Learners in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide professional development through the Extended Day and Mental Health Professional Demonstration Grants to staff, and to contract with TELL Consulting to provide services to continue the development of culturally conscious classrooms; and

WHEREAS, The Administration negotiated a Contract with TELL Consulting for it to provide consultation and instructional materials to staff members - not to exceed an agreed upon fee of \$6,000.

WHEREAS, The Contract shall be effective for a term commencing November 1, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and TELL Consulting for November 1, 2022 – June 30, 2023; 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 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  
SERVICES BY INDEPENDENT CONTRACTOR  
TELL CONSULTING**

THIS AGREEMENT, made this 17<sup>th</sup> day of November 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and TELL CONSULTING, 376 Dansworth Road, Youngstown, NY 14174.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of TELL Consulting. The District hereby engages TELL Consulting as an independent contractor to render to the District professional services for teaching English Language Learners, and TELL Consulting hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of TELL Consulting:  
TELL Consulting shall provide and render to the District the usual and customary services of a contractor for professional services:

- a) Professional development and consultation to staff members at Niagara Falls High School
- b) Instructional resources for teaching English Language Learners
- c) Assist Niagara Falls High School administrators with advisement on student and family needs for English Language Learners

All of the functions will be performed by the party of TELL Consulting or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. TELL Consulting and/or its subcontractor shall possess a thorough knowledge of the college planning and application process.

3. Relationship Between the Parties. TELL Consulting shall not be an employee of the District. TELL Consulting 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. TELL Consulting is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to TELL Consulting. Upon receipt of a payment invoice, the District shall pay TELL Consulting for its services hereunder a sum not to exceed \$6,000, in two installments. The half-day consultation invoice will be \$2,000, payable to the order of TELL Consulting. The invoice shall be submitted after the half day consultation at Niagara Falls High School. The second invoice of \$4,000 shall be submitted after the full day professional development and before June 30, 2023. Staff members shall be provided all instructional resources at the professional development and access to any digital materials. Invoices shall be submitted by TELL Consulting in the dollar amounts herein stated and after the completion of the service. TELL Consulting shall deem payment checks payable to the order of TELL Consulting full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay TELL Consulting for its services hereunder a sum not to exceed \$6,000. Payment checks payable to the order of TELL Consulting shall be in two installments. The first installment payment of \$2,000 will be after completion of the half day consultation at Niagara Falls High School. The second payment of \$4,000 will be after the full day of professional development and no later than June 30, 2023.

5. Indemnification. To the fullest extent permitted by law, TELL Consulting 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. TELL Consulting 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. TELL Consulting 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. Term of Contract. This contract shall be effective from November 1, 2022 to June 30, 2023, 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.

7. Assignment: The services to be rendered by TELL Consulting under this Agreement are unique and personal. Accordingly, TELL Consulting 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.

8. 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.	
TELL CONSULTING	CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

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Deena Anthony  
Founder, TELL Consulting

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President, Board of Education

#### **6.14 Approval of Contract For Professional Services Between The City School District of The City of Niagara Falls and Niagara Barber Co. for After School Programming through the 21<sup>st</sup> Century Preparatory Grant (November 1, 2022 – June 30, 2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Niagara Barber Co. teaches about building self-esteem through the art of barbering to students; and

WHEREAS, Niagara Barber Co. teaches important life skills such as team work and leadership through barbering; and the organization is able to reach many students who face difficult life challenges and worked previously in the 21<sup>st</sup> Century Preparatory After-School Program; and

WHEREAS, The District wishes to enter into Contract with Niagara Barber Co. to provide youth mentoring for students in the after-school program at Gaskill Preparatory for the 2022-2023 School Year; and

WHEREAS, District Administration has negotiated a new Contract with Niagara Barber Co. to provide such services for one (1) day per week for two (2) hours after-school for a total of 30 weeks at a cost not to exceed \$3,000.00 for period effective November 1, 2022 and to terminate June 30, 2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Niagara Barber Co. for the 2022-2023 School Year through the 21<sup>st</sup> Century Preparatory Grant at a sum not to exceed \$3,000.00 for the period November 1, 2022 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL**

**SERVICES BY INDEPENDENT CONTRACTOR  
NIAGARA BARBER CO.**

THIS AGREEMENT, made this 17<sup>th</sup> day of November 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and Niagara Barber Co., 3510 Hyde Park Boulevard, Niagara Falls, New York 14305.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Niagara Barber Co. as an independent contractor to render to the District professional services regarding electronic gaming and Niagara Barber Co. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Niagara Barber Co. shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring after-school to improve confidence and social emotional well-being
- Teaching of the art of barbering to students
- One (1) day per week after-school for two (2) hours for 30 weeks. Programming may be held at either Gaskill Preparatory School or at Niagara Barber Co. based upon mutual agreement between the organization and school administration.

All of the functions will be performed by Niagara Barber Co. and shall be coordinated with the School Principal and/or District Administration. Niagara Barber Co. possesses a thorough knowledge of youth mentoring and the skill of barbering.

3. Relationship Between the Parties. Niagara Barber Co. shall not be an employee of the District. Niagara Barber Co. 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. Niagara Barber Co. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Niagara Barber Co. for services hereunder a sum not to exceed \$3,000.00 paid in two (2) equal installments of \$1,500 on January 30, 2023 and June 15, 2023. Payment checks payable to the order of Niagara Barber Co. shall be deemed full payment to and acquittance by Niagara Barber Co.

5. Indemnification. To the fullest extent permitted by law, Niagara Barber Co. 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. Niagara Barber Co. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Niagara Barber Co. is 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, 2022 to June 30, 2023, 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 Niagara Barber Co. under this Agreement are unique and personal. Accordingly, Niagara Barber Co. 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 Contract. This Contract 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 Contract on the date and year first above written.  
NIAGARA BARBER CO.

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

**6.15 Approval of Contract for Professional Services between The City School District of The City of Niagara Falls and Perry Ground for Literacy Storytelling at GJ Mann Elementary through the Family and Community Engagement Grant (November 18, 2022 – June 30, 2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement through engaging presentations for students; and

WHEREAS, Perry Ground teaches about the Iroquois Confederacy to fulfill curriculum objectives through a hands-on cultural presentation to students; and

WHEREAS, Perry Ground teaches historical and cultural information about Native American tribes in full regalia; and the organization has over twenty-five years of experience in facilitating Native American storytelling to elementary students; and

WHEREAS, The District wishes to enter into Contract with Perry Ground to provide a cultural presentation to students at GJ Mann Elementary through the Family and Community Engagement Grant (November 18, 2022 – June 30, 2023); and

WHEREAS, District Administration has negotiated a Contract with Perry Ground to provide such services for a one (1) full day presentation at GJ Mann Elementary including Native American storytelling and a cultural presentation at a cost not to exceed \$1,000.00 for period between November 18, 2022 and to terminate June 30, 2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Perry Ground through the Family and Community Engagement Grant at a sum not to exceed \$1,000.00 for the period between November 18, 2022 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
PERRY GROUND**

THIS AGREEMENT, made this 17<sup>th</sup> day of November 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and Perry Ground, 20 Fairwood Drive, Apt. 22-306, Rochester, New York 14623.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Perry Ground. as an independent contractor to render to the District professional services regarding Native American storytelling and Perry Ground hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Perry Ground shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Native American Storytelling at GJ Mann Elementary
- Cultural presentation in full regalia
- One (1) full day presentation to students at GJ Mann Elementary between November 18, 2022 – June 30, 2023.

All of the functions will be performed by Perry Ground and shall be coordinated with the School Principal and/or District Administration. Perry Ground possesses a thorough knowledge of Native American historical and cultural information to fulfill curriculum objectives.

3. Relationship Between the Parties. Perry Ground shall not be an employee of the District. Perry Ground 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. Perry Ground is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Perry Ground for services hereunder a sum not to exceed \$1,000.00 paid in full after completion of the one (1) full day presentation at GJ Mann Elementary between November 18, 2022 – June 30, 2023. Payment checks payable to the order of Perry Ground shall be deemed full payment to and acquittance by Perry Ground.

5. Indemnification. To the fullest extent permitted by law, Perry Ground 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. Perry Ground shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Perry Ground is 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 18, 2022 to June 30, 2023, 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 Perry Ground under this Agreement are unique and personal. Accordingly, Perry Ground 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 Contract. This Contract 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 Contract on the date and year first above written.

PERRY GROUND

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

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PERRY GROUND  
Founder

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Russell Petrozzi  
President, Board of Education

## **6.16 Approval of Contract for Professional Services between The City School District of The City of Niagara Falls and Jason Scott for The Black Excellence Mentoring Program (12-1-2022 - 5-31-2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to improve the academic, behavioral, social and emotional needs of high risk youth; and

WHEREAS, Since the inception of the Black Excellence Mentoring Program under the scope of the Family and Community Engagement Grant, Jason Scott served as a mentor.

WHEREAS, Jason Scott has prior experience in mentoring males regarding the importance of focus, discipline, and respect; and is familiar with the policies and procedures of the District as well as the format of the Black Excellence Mentoring Program.

WHEREAS, District Administration has negotiated a Contract with Jason Scott to provide such services at a cost not to exceed \$2,000.00 (40 hours at \$50.00 per hour) over the life of the contract; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Jason Scott for Black Excellence Mentor Program Co-Facilitator Services (12-1-22 – 5-31-23) at a sum not to exceed 40 hours for \$2,000.00 for the period effective December 1, 2022 through May 31, 2023, attached hereto, be hereby 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 PROFESSIONAL

SERVICES BY INDEPENDENT CONTRACTOR

JASON SCOTT

THIS AGREEMENT, made this 17<sup>th</sup> day of November 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and Jason Scott, 424-12<sup>th</sup> Street, Niagara Falls, NY 14303.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Jason Scott as an independent contractor to render to the District professional services regarding implementation of the Family and Community Engagement Grant objectives and Jason Scott hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Jason Scott shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Family and Community Engagement Grant for the Black Excellence Mentoring Program during the 2022-2023 school year, including:

- Student mentoring to improve academic, behavioral, emotional and social well-being
- Arranging and facilitating activities for the male mentees in the program
- December 1, 2022 – May 31, 2023; at a cost not to exceed \$2,000.00 (40 hours at \$50.00 per hour) over the life of the contract at Niagara Falls High School.

All of the functions will be performed by Jason Scott and shall be coordinated with the Niagara Falls High School Family and Community Engagement Program Facilitators and/or District Administration. Jason Scott possesses a thorough knowledge of social support services as they relate to the implementation of Family and Community Engagement grant objectives.

3. Relationship Between the Parties. Jason Scott shall not be an employee of the District. Jason Scott 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. Jason Scott is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to Jason Scott for services hereunder a sum not to exceed \$2,000.00 to be paid in two installments of \$1,000.00 on March 1, 2023 and June 1, 2023. Payment checks payable to the order of Jason Scott shall be deemed full payment to and acquittance by Jason Scott.

5. Indemnification. To the fullest extent permitted by law, Jason Scott 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. Jason Scott shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Jason Scott is 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 December 1, 2022 to May 31, 2022, 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 Jason Scott under this Agreement are unique and personal. Accordingly, Jason Scott 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 Contract. This Contract 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 Contract on the date and year first above written.

JASON SCOTT

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS



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Jason Scott  
Co-Facilitator

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Russell Petrozzi  
President, Board of Education

**6.17 Approval of Contract for Professional Services between The City School District of The City Of Niagara Falls and William K. Jones, Sr. for the Black Excellence Mentoring Program (12-1-2022 - 5-31-2023) (SG 1)**

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to improve the academic, behavioral, social and emotional needs of high risk youth; and

WHEREAS, Since the inception of the Black Excellence Mentoring Program under the scope of the Family and Community Engagement Grant, William K. Jones, Sr. served as a mentor and panel discussion presenter.

WHEREAS, William K. Jones, Sr. has extensive experience in mentoring males regarding the importance of focus, discipline, and respect; and is familiar with the policies and procedures of the District as well as the format of the Black Excellence Mentoring Program.

WHEREAS, District Administration has negotiated a Contract with William K. Jones, Sr. to provide such services at a cost not to exceed \$2,000.00 (40 hours at \$50.00 per hour) over the life of the contract; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and William K. Jones, Sr. for Black Excellence Mentor Program Co-Facilitator Services (12-1-22 – 5-31-23) at a sum not to exceed 40 hours for \$2,000.00 for the period effective December 1, 2022 through May 31, 2023., attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
WILLIAM K. JONES, SR.**

THIS AGREEMENT, made this 17<sup>th</sup> day of November 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter “District”) and William K. Jones, Sr., 2015 Woodlawn Avenue, Niagara Falls, NY 14301.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages William K. Jones, Sr. as an independent contractor to render to the District professional services regarding implementation of the Family and Community Engagement Grant objectives and William K. Jones, Sr. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: William K. Jones, Sr. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Family and Community Engagement Grant for the Black Excellence Mentoring Program during the 2022-2023 school year, including:

- Student mentoring to improve academic, behavioral, emotional and social well-being
- Arranging and facilitating activities for the male mentees in the program
- December 1, 2022 – May 31, 2023; at a cost not to exceed \$2,000.00 (40 hours at \$50.00 per hour) over the life of the contract at Niagara Falls High School.

All of the functions will be performed by William K. Jones, Sr. and shall be coordinated with the Niagara Falls High School Family and Community Engagement Program Facilitators and/or District Administration. William K. Jones, Sr. possesses a thorough knowledge of social support services as they relate to the implementation of Family and Community Engagement grant objectives.

3. Relationship Between the Parties. William K. Jones, Sr. shall not be an employee of the District. William K. Jones, Sr. 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. William K. Jones, Sr. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to William K. Jones, Sr. for services hereunder a sum not to exceed \$2,000.00 to be paid in two installments of \$1,000.00 on March 1, 2023 and June 1, 2023. Payment checks payable to the order of William K. Jones, Sr. shall be deemed full payment to and acquittance by William K. Jones, Sr.

5. Indemnification. To the fullest extent permitted by law, William K. Jones, Sr. 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. William K. Jones, Sr. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. William K. Jones, Sr. is 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 December 1, 2022 to May 31, 2022, 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 William K. Jones, Sr. under this Agreement are unique and personal. Accordingly, William K. Jones, Sr. 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 Contract. This Contract 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 Contract on the date and year first above written.

WILLIAM K. JONES, SR.

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

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William K. Jones, Sr.  
Co-Facilitator

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Russell Petrozzi  
President, Board of Education

Item 6.18 approved on a motion by Paul Kudela, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.18 Approval of Payment No. 08 to U&S Services, Inc. for Security Camera Work, Contract #120, on the Smart Schools Bond Act Project – Phase II, District-Wide (SG 3)**

WHEREAS, The Board of Education executed a Contract dated September 10, 2021, with U&S Services, Inc., for Security Camera work on the Smart Schools Bond Act Project – Phase II, District-Wide, 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, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services, Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$11,474.72; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers, Buffalo Construction Consultants and Rebecca Holody, 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 \$573.74; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$11,747.72 to U&S Services, Inc. 95 Stark St. Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #08; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

Item 6.19 was approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.19 APPROVAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHAUB, AHMUTY, CITRIN & SPRATT LLP TO FURNISH LEGAL SERVICES IN CONNECTION WITH CLASS ACTION NO. 20 CIV. 5396 FOR 2022-2023**

WHEREAS, the District wishes to retain Shaub, Ahmuty, Citrin & Spratt LLP to furnish legal services in connection with class action No. 20 Civ. 5396; and

WHEREAS, the services are to be performed in the class action entitled United States of America and the State of New York, ex rel. Patrick Donohue v. Richard Carranza, et al., No. 20 Civ. 5396 (SDNY), naming the District and Superintendent the District; and

WHEREAS, immediate legal representation and legal services are required to prevent or set aside a default judgment being entered against the District and the Superintendent in the District Court of the Southern District of New York; and

WHEREAS, the District wishes to retain Shaub, Ahmuty, Citrin & Spratt LLP in accordance with terms and conditions of a Retainer Agreement attached hereto which consists of those services and duties related to class action No. 20 Civ. 5396 in the District Court of the Southern District of New York; therefore, be it

RESOLVED that the Board of Education hereby retains Shaub, Ahmuty, Citrin & Spratt LLP to provide legal services for the District and provide for payment of services as outlined in the Retainer Agreement based on hourly rates for attorneys who will provide legal services for class action No. 20 Civ 5396, and out of pocket expenses incurred on behalf of the District to be billed monthly for the period commencing July 1, 2022, and terminating June 30, 2023; and

RESOLVED, That the Retainer Agreement is subject to such modifications as the Superintendent and the 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.

Item 6.20 was approved on a motion by Paul Kudela, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Abstain: Clara Dunn

**6.20 Approval Of Pilot Program For Use Of Videoconferencing To Conduct Regular And Special Voting Meetings Of The Board Of Education In Accordance With Its Written Procedures And The New York State Public Officers Law Effective Immediately And Continuing Until July 1, 2023**

WHEREAS, recent legislation authorizes local public bodies in their discretion to conduct their meetings remotely by using videoconferencing; and

WHEREAS, the Board in its discretion has adopted written Procedures to permit it to hold such remote videoconferencing meetings which Procedures are attached hereto and made part hereof as if they were set forth herein in their entirety; and

WHEREAS, the Procedures are in compliance with the law, including among other things the requirement that a minimum number of Board Member are to be present to fulfill the Board's quorum requirement in the same physical location for the meeting where the public can attend, and that Board Members shall be physically present at any meeting unless unable to be so due to extraordinary circumstances including disability, illness, care-giving responsibilities, first responders with employers approval who are required to be at his/her work station to maintain full staffing to meet emergencies, or any other significant or unexpected factor which precludes the Member's physical presence, as may be determined by the Board; and

WHEREAS, the Board has determined to approve and implement a Pilot Program allowing it to hold its regular and special voting Meetings remotely by using videoconferencing and will hold a public hearing as required on December 15, 2022 just before its regular meeting for purpose of adopting this resolution approving and authorizing implementing a the Pilot Program allowing it to use of such videoconferencing in holding its regular and special meetings all in accordance with its written Procedures; and

WHEREAS, the Board has determined that the Procedures adopted be modified during the Pilot Program so as to allow members of the public wishing to address the Board to be physically present at said meeting(s) where the quorum of the Board is present; now therefore be it

RESOLVED, the Board hereby approves and authorizes a Pilot Program allowing it to hold its regular and special voting Meetings remotely, by using videoconferencing, effective immediately and to continue until July 1, 2023; and further

RESOLVED, all such meetings held by use of videoconferencing shall be conducted in accordance with the written Procedures adopted by the Board which are attached hereto and made part hereof, modified only to allow members of the public wishing to address the Board to be physically present at said meeting(s) where the quorum of the Board is present; and further

RESOLVED, that the Superintendent of Schools and the District Clerk are hereby directed to take all actions required in the Procedures and this Resolution to implement the Pilot Program allow for holding meetings by use of videoconferencing, including the giving of all notices, and recording of all meetings and providing for public participation as herein provided.

## **7. Review of the Proposed Policy(ies)**

### **7.01 None**

## **8. Information and Reports**

### **8.01 Oral Communications - Public Comment on non-agenda-related items**

Gloria Dolson: Congratulations to Mr. Laurrie and Mr. Carella on receiving the Excellence in Literacy Leadership Reading Recovery Council; thanks to Mr. Petrozzi, Mr. Vilardo, and Mr. Laurrie for presenting certificates to children at the HF Abate LaSalle Educational Club pre-Thanksgiving dinner; Men Standing Strong Together is now at HF Abate during lunch times. The members are not there to be a threat to anyone, but to support students. Members are volunteers.

Snacks are .75 cents each. This is too expensive.

### **8.02 Superintendent's Report**

Congratulations to Mr. Carella and Mr. Fisher for securing a \$2.5 million mental health grant, representing \$550k /year through 2027. This is a federal grant and will be used to build a family support center; institute more tier 2, 3 interventions; and develop a resource guide with community partners.

NYS now allows districts to raise the compulsory education age to 17; the Superintendent may recommend the NFCSD do that.

“Say YES Buffalo” is interested in branching out to Niagara Falls to give seniors their last funds needed to pay for college, after securing all other financial aid and scholarships available to them.

(Addressing Mr. Kudela) It’s great to have you here after the recent loss of your mother; our thoughts are with you.

The Reading Recovery Award bestowed upon the District is due to the Board’s voting for the program and Mr. Carella, who recommended and oversees the program. Mr. Carella is the best in the State.

Action steps regarding North Tonawanda: In November, 30 students from NTHS/NFHS will meet at the Underground Railroad together; on Dec. 1., the two schools’ committees meet again; on Dec. 6 the NTHS boys and girls basketball teams are invited to NFHS for lunch and then games. Guest speaker Modie Cox will present. On January 18, NFHS students will shadow at NTHS with partner students. Then the process will reverse. On January 30, the same process will take place with Lew-Port HS.

The planned movie night is postponed due to an anticipated snow event, as is the turkey giveaway.

Happy Thanksgiving to all our parents, staff, community, BOE members.

### 8.03 Board Members Report and Comments

Mr. Bilson: Happy Thanksgiving;

Mrs. Dunn: Happy Thanksgiving;

Mr. Cappizzi: Happy Thanksgiving; condolences to Mr. Kudela.

Mr. Kudela: thanks to staff for its hard work; Rick Carella, congratulations; thanks to all colleagues for their support; Happy Thanksgiving;

Mr. Vilardo: Happy Thanksgiving; we should reflect on what we are thankful for.

Mr. Bass: thank you to Mr. Laurrie and staff; Happy Thanksgiving;

Mr. Paretto: congratulationsto Mr. Carella. Mr. Paretto is thankful for the staff who makes the District successful. Happy Thanksgiving; thanks to all for their prayers during his recent health crisis.

Mr. Petrozzi: condolences to Mr. Kudela; it is wonderful to see Mr. Paretto on the mend, as well as Mr. Cancemi and Mr. Bass. Congratulations to Mr. Carella.

## 9. Advanced Planning

### 9.01 Future Agenda Items

<b>BRS</b> Thursday, Dec. 8 5:30 p.m.	<b>ARS/Regular Mtg.</b> Thursday, Dec. 15 5:30 p.m.
1. Capital Projects	1. Topic TBD
2.	2. Topic TBD
3. Review of Board Meeting Agenda Items – Dec. 15 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>	3. Review of Board Meeting Agenda Items – Dec. 15 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>

### 9.02 Future Meeting Dates

## 10. Adjournment

10.01 Meeting Adjourned in memory of the following on a motion by Paul Kudela, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo:

Eugene Asklar, retired English teacher.

Shirley Burke, mother of Janice Mistretta, Pre-K4 associate at 79th Street School.

Robert "Bob" Fera, brother-in-law of former Board president Bob Kazeangin.

Retired special education associate Carolyn Fruscione and Sam Fruscione, parents of retired TSA Sam Fruscione, in-law of classroom associate Paula Fruscione.

Loretta Jean Kudela, mother of Board Member Paul Kudela, mother-in-law of Computer Application Specialist Terence Pratt.

Allan Munro, brother of Robin Rendina.

Carol Volk, mother of Kevin Edwards, mother-in-law of Lisa Edwards.







December 8, 2022  
BOARD REVIEW SESSION  
BOARD OF EDUCATION BUILDING  
630 66th STREET  
NIAGARA FALLS, NY 14304

5:30 P.M.

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mr. Cancemi, Mrs. Dunn, Mr. Petrozzi, Mr. Paretto, Mr. Vilardo;  
Mr. Laurrie

Excused: Mr. Kudela

STAFF: Mr. Carella, Ms. Doerr, Mrs. Glaser, Mr. Granieri, Mrs. Holody, Mrs. Jacklin, Ms. Massaro, Mr.  
Schwertfager, Mr. Smeal

### **Capital Projects Update**

Buffalo Construction Consultants, Clark Patterson Lee, and District staff provided the following update:

Stewardship Project Phase II – 24 drinking fountains/bottle fillers have been installed; 16 remain to be.

#### *Project Labor Agreement (PLA)*

Local Union Labor and Trades were and will be used on all projects.

The Benefit Study Draft Meeting has taken place for the next PLA.

The PLA allows the District to save costs associated with labor on projects:

- During the 2013 Project – 3.2% of the \$20,926,000 labor costs were saved.
- During the 2017 Project – 4.0% of the \$13,546,000 labor costs were saved.
- During the 2023 Project – 3.0% of the anticipated \$11,105,000 labor costs will be saved.

#### *Building Trades*

##### *Redesign of Serenity Gardens at the High School*

The Building Trades class with cooperation of the Building Trade Unions and CPL will undertake a redesign of the existing Serenity Garden area outside the cafeteria. The new design will be built by the students in assistance from the local building trade unions.

#### *ARP Grant*

##### *Hyde Park Playground*

#### *Schedule*

Project is not required to be reviewed by NYSED

Groundbreaking May 1st, 2023; Summer 2023 Construction; Summer 2023 Project Completion

#### *Documents currently at NYSED for review are related to:*

Kalfas-Heat Pump Unit Upgrades; BBPS HVAC Upgrades; NFHS Chiller Replacement; NFHS Penthouse and Air Handler Rebuild.

#### *Schedule*

Fall 2022 SED Submission; Spring 2023 Public Bid; Fall 2023 Construction; Fall 2024 Project Completion  
(Must be completed by September 30th, 2024)

"A Breath of Fresh Air" Anticipated Capital Projects include:

**SAFETY:**

*NFHS Fire Shutters: Redesign and replacement of fire shutters between towers Timeline: 2023/2024*

GPS and LPS HVAC Mechanical: Replacement of air handler systems to support air conditioning and improve air quality Timeline: 2024/2025

GPS and LPS Air Conditioning: Addition of air conditioning at Prep schools. Our prep schools are the only District buildings not yet air conditioned. Built in 1929 (GPS) and 1931 (LPS), these architecturally significant buildings are becoming significantly uncomfortable for occupants in the spring, summer and even early autumn. Timeline: 2024/2025

Secure Entrance Vestibules: Includes redesign of main entrances, integration of Raptor visitor and Security Expert software including cameras, door contacts, and door access control. Timeline: 2023/2024 - 2024/2025

Exterior Door Security Enhancements: Includes door contacts, fobs, local alarms, additional cameras, integration of security expert software, and injectors 2023/2024 - 2024/2025

**COMMUNITY:**

Walk of Fame and Memorial (NFHS): Outdoor park space at Niagara Falls High School. This beautiful, outdoor space will celebrate distinguished alumni, benefactors, and those who served. It will serve not only as a fitting celebration of students past, but also be an inspiration to students of today. Timeline: 2023/2024

Greenhouse: New construction of instructional building and infrastructure at Bloneva Bond Primary School: educational greenhouse to learn how to grow fruits, vegetables, and flowers. Special programming through the After School Program and the Student Summer Greenhouse Academy; parent and community engagement will involve workshops with hands-on learning experiences.

*Timeline: 2023/2024 - 2024/2025*

**Schedule**

10-20-22 Board Resolution

01-17-23 Public Vote

Spring 2023 SED Submission

Summer/Fall 2023 Public Bid

Spring 2024 Construction

Fall 2025 Project Completion

A review of the agenda was held.

Mr. Vilardo requests flashing lights around Hyde Park go on earlier than they do. The D.O.T. may manage this. Mr. Smeal will look into it.

Mr. Vilardo attended DPC; their meat raffle is upcoming; please support. March 31 NFHS.

Updates Mr. Laurie commented on a recent article which disturbed and disgusted him. The story showed lazy journalism and relied on selective criteria and statistics which are out of the District's control, like child poverty ratios and percentage of adults with college degrees in City. The District teacher to per pupil ratio is good as is the amount of funding spent per pupil. The District's fiscal management success is attested to by its recent clean audit by Drescher & Malecki as well as a recent, clean IRS report. The article was an affront to the District, its students and staff. The Superintendent invited the article's author, Mr. McIntyre, here on Mr. Laurie's cost. Mr. McIntyre ended the call.

25 NFHS/OSC students produced the annual Firefighters Toy Fund Telethon, which has raised approximately \$80,000.

The Nutcracker is being performed at NFHS this weekend.

28 NFHS students have applied to Niagara University for Fulbright scholarships.

NFHS pupil services team is managing 27 partnerships for externships; students have logged 2,845 hours with the trades, police, funeral homes, and other businesses and organizations.

Thanks to Buffalo State College, African American, college level studies will soon be available to NFHS students.

In two weeks, NTHS and NFHS students will visit the Underground Railroad museum. Students from the two schools had lunch together Tuesday.

The District will not return to masking at this time; attendance is holding steady.

BOCES staff member Nicole Bensey is leaving her position. She was very instrumental in helping teachers achieve/retain certification and will be missed.

Mr. Bass thanks the students who produced the telethon. They employed a fresh approach, which was delightful. Thanks, also, to NFT for its continuing support.

December 15, 2022  
AGENDA REVIEW SESSION  
BOARD OF EDUCATION BUILDING  
630 66th STREET  
NIAGARA FALLS, NY 14304

School Improvement Plan and Classroom Teaching Document - Mrs. Baldassarre and Mr. Wojton shared the Cataract plans.

Each Wednesday a school presents its school improvement plan to Mr. Carella and team. Mr. Laurie explained that he was so impressed with the work presented via the data dashboard by Mr. Wojton and Ms. Baldassarre at Cataract Elementary School (CES) that he wanted to share it in public session.

The data gathered and organized for each student is quite specific in terms of academic achievement, social emotional learning, and other indicators. Teachers, parents, and students helped fashion the document, which contains "commitments," or areas to be assessed, include social emotional learning, academics, and other areas.

Each day's first 15 minutes sets the tone for the school day with a warm welcoming environment via character education, morning announcements, one of the five pillars recommended by UB's Trauma Informed Care. Some students have been identified as having a higher area of need.

Other areas available include the leadership pathways program, i.e., Future Stars Mentor Program, Cataract Clothing Closet, Reading Buddies and others.

Other areas are data-driven, like academic interventions and achievement and discipline referrals. CES is working to reduce out of school suspensions by working with social workers and counselors as well as affected students. Many "suspendable" offenses occur on the bus. Of 29 suspension days, at most 10 students are involved. The social worker visits the student family in the home when needed.

The academic pillar includes the Primary Enhancement Program, partnerships with Niagara University, Reading Recovery, and other tier two (20% of CES students) or three (10% of CES students) ELA interventions. About 40% of all CES students need some type of intervention across subject areas.

The Data Wall tracks year over year progress in NWEA data and growth in math, ELA.

Each student's scores are color-coded so a teacher can easily see which student needs more help or another strategy. This data is also compared with social emotional achievement and needs. Attendance data is also tracked.

Attendance data, in some cases, is very concerning. Mr. Wojton described the school's step-by-step process taken with each student and family to affect positive change.

A review of the agenda was held.

December 15, 2022  
PUBLIC HEARING REMOTE BOARD MEETINGS 6:30 p.m.  
BOARD OF EDUCATION BUILDING  
630 66th STREET  
NIAGARA FALLS, NY 14304

## **1. Public Hearing**

**1.01** Call to Order: **6:30 pm** - Public Hearing - District's Pilot Plan for Remote Attendance by Board Members

**1.02** Pledge of Allegiance

**1.03** Prayer

**1.03** Roll Call –

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mr. Cancemi, Mrs. Dunn, Mr. Kudela, Mr. Petrozzi, Mr. Paretto, Mr. Vilardo;  
Mr. Laurrie

**1.01** Overview – Mr. Laurrie offered a brief overview of the purpose of the hearing and what is being considered.

**1.02** Public Comment – Mr. Weiss spoke in support of the pilot program, saying, in general, that he supports the ability of Board members to participate remotely, and so doing allows a more inclusive Board.

**1.03** Adjournment at 6:41 p.m. on a motion by

December 15, 2022  
REGULAR MEETING  
BOARD OF EDUCATION BUILDING  
630 66th STREET  
NIAGARA FALLS, NY 14304

## Call to Order

- 2.01 Pledge of Allegiance
- 2.02 Prayer
- 2.03 Roll Call

## 3. Letters and Communications

- 3.01 Presentation: Niagara Falls, North Tonawanda high schools Underground Railroad Visit, sponsored by Sarah Capen and Saladin Allah of the Niagara Falls Heritage Area: A video report was presented.

Members of the NFHS Jazz Choir performed briefly for the Board under direction of Veronica Shucker.

- 3.02 Oral Communications - Public Comment on Agenda-related Items

- 3.03 Written Communications

## 4. Recommended Actions from the Superintendent of Schools - Routine Matters

Items 4.01 and 4.02 were approved on a motion by Earl F Bass, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

- 4.01 Minutes –November 2022 Meetings (SG4)
- 4.02 Approval of Budget Transfer - #5 (SG3)

- 4.03 Approval of Bids (SG3) None

Items 4.04 and 4.05 were received and filed.

- 4.04 Treasurer's Report – November 2022 (SG3)
- 4.05 Budget Status Report – December 2022 (SG3)

Items 4.06 was approved on a motion by Anthony F Paretto, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Vincent Cancemi, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Not Present at Vote: Rob Bilson, Paul Kudela

- 4.06 Personnel Report – Certificated (SG2)

**A motion was made Mr. Paretto, seconded by Mr. Cancemi, to add an addendum to the Classified Report . All in favor.**

**4.07 Personnel Report - Classified (SG2)**

Items 4.07 was approved on a motion by Vincent Cancemi, second by Anthony F Paretto.

Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Items 4.08 and 4.09 were approved on a motion by Vincent Cancemi, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.08 Report from Committee on Special Education (SG1)**

**4.09 Report from Committee on Preschool Special Education (SG1)**

Items 4.10 was approved on a motion by Vincent Cancemi, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.10 Short-Term Contracts (SG3)**

1. Rachael Schneider \$3,500/mont1h F2250 404 098 0723 December 1 , 2022 NTE June 30, 2023
2. Xello College and Career Readiness Exploration \$450 F2250 404 098 0223 December 12,2022
3. Christina Fecio Consulting Trauma and Social Emotional Development Training\$3,000  
F2330 404 098 TT23 F2330 404 096 TT23 January 27, 2023
4. Theresa Cummings, MS Ed Pyramid Model Training \$0 F2330 404 096 TT23 January 27, 2023;  
March 17, 2023; TBD
5. David Paonessa, DJ Services Elementary Run \$225 October 12, 2022
6. Niagara University  
Niagara University, NY 14109 REACH Program \$7,200 F2110.404.098.9523 Spring 2023
7. Jeff Surdej Surdej Web Solutions Calendar Design-2022-2023 \$2,375.50  
A1480.400.007 July 2022
8. Project L.E.E. , Gene Coplin, \$7,000 per month F 2250.404.098.0223 January, February, March  
and May 2023 for Gaskill and Lasalle Prep

Items 4.11 was approved on a motion by Vincent Cancemi, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11 Head Start Reports**

**5. Unfinished Business**

**5.01 None**

**6. New Business**

Items 6.01 – 6.06 were approved on a motion by by Nicholas Vilardo, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.01** Approval of Acceptance of Funds for the 2022/2023 21st Century Community Learning Centers Prep Grant ([SG 1, 3](#))

WHEREAS, The Prep-level program will run for two hours, four times per week for 30 weeks during the school year at both LaSalle and Gaskill Preparatory Schools; and

WHEREAS, official notice of the application and award in the amount of \$826,708.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the acceptance of 2022-2023 funds for 21<sup>st</sup> Century Community Learning Centers Prep Grant; and further

RESOLVED, That the grant award of \$826,702.00 be credited to 2022-2023 Revenue Account code F4289.240.23; and further

RESOLVED, That the money be expended in the following function/object codes.

Account	Description	Budget
F 2110.132-098-2423	22/23 21ST C. PREP - PER DIEM	\$2,650
F 2110.140-098-2423	22/23 21ST C. PREP - SCH. B	\$172,240
F 2110.150-014-2423	22/23 21ST C. PREP - GRANT ADMIN.	\$7,500
F 2110.151-098-2423	22/23 21ST C. PREP - STIPEND	\$24,000
F 2110.152-014-2423	22/23 21ST C. PREP - PROG. DIR.	\$26,250
F 2110.164-014-2423	22/23 21ST C. PREP - SECRETARY	\$25,000
F 2110.167-098-2423	22/23 21ST C. PREP - HRLY CLSFD	\$14,400
F 2110.404-098-2423	22/23 21ST C. PREP - PRCHD SRVCS	\$489,500
F 2110.409-098-2423	22/23 21ST C. PREP - TRAVEL	\$9,000
F 2110.540-049-2423	22/23 21ST C. PREP - SUPPLIES GPS	\$2,154
F 2110.540-050-2423	22/23 21ST C. PREP - SUPPLIES LPS	\$2,154
F 2110.800-096-2423	22/23 21ST C. PREP - ERS	\$6,383
F 2110.802-096-2423	22/23 21ST C. PREP - TRS	\$24,660
F 2110.803-096-2423	22/23 21ST C. PREP - FICA	\$20,811
	<b>21st C. Prep Grant Total</b>	<b>\$826,702</b>
<b>Revenue Code: F4289.240.23</b>		

**ABSTRACT**

1. School District: City School District of the City of Niagara Falls, New York
2. Title of Projects: 21<sup>st</sup> Century Community Learning Centers Prep Grant Program
3. Funding Source: New York State Education Department
4. Total Budget: \$826,702.00
5. Total Staff:
  - 1 Program Director (.5 FTE total)
  - 1 Grants Administrator (.05 FTE total)
  - 2 Site Coordinators (hourly schedule B)
  - 35 Activity Providers (hourly schedule B)
6. Number of Clients Served: 500
7. Major Objectives/Activities/Evaluation:
  - Increasing Math 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.

**6.02 Approval of Acceptance of Funds for the 2022/2023 My Brother's Keeper - Family and Community Engagement (FCEP) Grant Program (SG 1, 3)**

WHEREAS, The Family and Community Engagement Program encourages public school districts and community-based organizations to work collaboratively in offering programming.

WHEREAS, District staff has prepared and submitted an application to fulfill the grant requirements; and

WHEREAS, Official notification of approval of the application and award in the amount of \$125,000.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2022/2023 My Brother's Keeper - Family and Community Engagement Program.

RESOLVED, That the grant award of \$125,000.00 be credited to Revenue Account F3289.190.23 Family and Community Engagement Program; and

RESOLVED, That the money be expended in the following function/object codes:

Account	Description	Budget
F 2110.140-098-1923	22/23 FCEP - SCHEDULE B	\$14,700.00
F 2110.152-014-1923	22/23 FCEP - PROG. DIRECTOR	\$53,175.00
F 2110.164-014-1923	22/23 FCEP - SECRETARY	\$5,200.00
F 2110.167-098-1923	22/23 FCEP - HRLY CLSFD	\$1,550.00
F 2110.404-098-1923	22/23 FCEP - PRCHD SRVCS	\$42,750.00
F 2110.540-098-1923	22/23 FCEP - SUPPLIES	\$1,917.00
F 2110.803-096-1923	22/23 FCEP - FICA	\$5,708.00
		<b>\$125,000.00</b>

Revenue Code: F3289.190.23



## ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: Family and Community Engagement Program
3. Funding Source: The State Education Department
4. Total Budget: \$125,000.00

### Major Objectives/Activities/Evaluation:

- Develop the knowledge and skills of school and district personnel, as well as families and community members, to increase required trust and relationships necessary to address student learning needs and abilities at each grade level.
- Provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community.
- Create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust. (Focus on minority male students)
- Commit to building and sustaining child-centered roles for the school family and community that values student learning and social and emotional development as equal education partners.

### **6.03 Approval of Acceptance of Funds for 2022/2023 Pathways in Technology Early College High School Grant (SG 1, 3)**

WHEREAS, The New York State Pathways In Technology Early College High School program is a public-private partnership that will prepare thousands of New York students for high-skill jobs of the future in technology, manufacturing, healthcare and finance; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$276,948.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2022/2023 Pathways in Technology Grant; and

RESOLVED, That the grant award of \$276,948.00 be credited to the following Revenue Account:

1. F3289.940.23 – 2022/2023 P-TECH REVENUE - \$276,948.00

RESOLVED, That the money be expended in the following function/object codes:

#### Appropriation Description Amount

Account Description	Budget
F 2110.132-098-9423	22/23 P TECH - PER DIEM \$9,000
F 2110.140-098-9423	22/23 P TECH - SCH. B \$23,760
F 2110.152-014-9423	22/23 P TECH - PROG. DIR. \$107,814
F 2110.164-014-9423	22/23 P TECH - SECRETARY \$12,500
F 2110.404-098-9423	22/23 P TECH - PRCHD SRVCS \$69,749
F 2110.540-098-9423	22/23 P TECH - SUPPLIES \$12,562
F 2110.800-096-9423	22/23 P TECH - ERS \$17,466
F 2110.802-096-9423	22/23 P TECH - TRS \$11,429
F 2110.803-096-9423	22/23 P TECH - FICA \$8,248
F 2110.804-096-9423	22/23 P TECH - W/C \$1,617
F 2110.806-096-9423	22/23 P TECH - U/E \$2,803
Total P-TECH Budget	\$276,948

Revenue Code: F3289.940.23

### **6.04 Approval of Acceptance of Funds for 2022/2023 McKinney-Vento Grant (SG 1, 3)**

WHEREAS, The McKinney-Vento Grant Program was created for the purposes of facilitating the improved attendance, engagement and academic success of homeless children and youth. The

McKinney-Vento Grant Program also addresses students social and emotion needs, academic needs and physical/emotion needs in light of the impact of the COVID-19 pandemic; and

WHEREAS, District staff prepared and submitted an application for the 2022/2023 McKinney-Vento Grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$125,000.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2022/2023 McKinney-Vento Grant; and

RESOLVED, that the grant award of \$125,000.00 be credited to revenue account code F4289.540.23; and

RESOLVED, that the money be expended from the following function/object:

Account	Description	Budget
F 2110.138-014-5423	22/23 MCKINNEY-VENTO - COORDINATOR	\$33,815
F 2110.140-098-5423	22/23 MCKINNEY-VENTO - SCH. B	\$70,400
F 2110.800-096-5423	22/23 MCKINNEY-VENTO - ERS	\$5,351
F 2110.802-096-5423	22/23 MCKINNEY-VENTO - TRS	\$7,462
F 2110.803-096-5423	22/23 MCKINNEY-VENTO - FICA	\$7,972
Total McKinney-Vento Budget		\$125,000

Rev Code: F4289.540.23

#### 6.05 Approval of Acceptance of Funds for The 2022/2023 ESEA Title I Basic School Improvement Grant [\(SG 1, 3\)](#)

WHEREAS, Section 1003(a) of the Elementary and Secondary Education Act (ESEA) requires that State Education Agencies allocate funds to Local Education Agencies (LEAs) for Title I Priority and Focus Schools to meet the progress goals in their District Comprehensive Improvement Plan and School Comprehensive Education Plan/s and thereby improve student performance; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$200,000.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2022/2023 Title I School Improvement Section 1003(a) Basic School Improvement Grant; and

RESOLVED, that the grant award of \$200,000.00 be credited to revenue account code

F4289.030.23 2022/2023 Title I School Improvement Section 1003(a) Basic School Improvement Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2110.132-049-0323	22/23 SCH IMP - PER DIEM - GPS	\$5,200
F 2110.132-065-0323	22/23 SCH IMP - PER DIEM - 79TH	\$26,000
F 2110.140-049-0323	22/23 SCH IMP - SCH B - GPS	\$10,437
F 2110.140-065-0323	22/23 SCH IMP - SCH B - 79TH	\$1,917
F 2110.140-098-0323	22/23 SCH IMP - SCH B - DIST WIDE	\$18,525
F 2110.404-049-0323	22/23 SCH IMP - PRCHD SRVCS - GPS	\$40,448
F 2110.404-065-0323	22/23 SCH IMP - PRCHD SRVCS - 79TH	\$40,448
F 2110.404-098-0323	22/23 SCH IMP - PRCHD SRVCS - DIST WIDE	\$31,475
F 2110.540-049-0323	22/23 SCH IMP - SUPPLIES - GPS	\$18,915
F 2110.540-065-0323	22/23 SCH IMP - SUPPLIES - 79TH	\$6,635
	<b>Total School Improvement Budget</b>	<b>\$200,000</b>
<b>Revenue Code: F4289.030.23</b>		

## ABTRACT

1. School District – Niagara Falls City School District
2. Title of Project – ESEA Title I – Basic School Improvement Grant Section 1003(a)
3. Funding Source – Federal Government
4. Total Budget - \$200,000.00
5. Total Staff – 0.00
6. Number of Clients Served: 2,000
7. Major Objectives / Activities / Evaluation
  - Provide support for the implementation of school improvement activities as required
  -

### **6.06** Approval of Acceptance of Funds for The 2022/2023 ESEA Title III - ELL, Part A Grant [\(SG 1, 3\)](#)

WHEREAS, the proposed use of Title III funds is to expand on and supplement the existing program for ELL students; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$16,851.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2022/2023 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the grant award of \$16,851.00 be credited to revenue account code F4289.290.23 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2110.140-098-2923	22/23 TITLE III LEP - SCH B	\$9,725.00
F 2110.151-045-2923	22/23 TITLE III LEP - DEPT CHAIR STIPEND	\$3,770.00
F 2110.167-098-2923	22/23 TITLE III LEP - HRLY CLSFD	\$771.00
F 2110.404-098-2923	22/23 TITLE III LEP - PRCHS SRVCS	\$180.00
F 2110.540-067-2923	22/23 TITLE III LEP - SUPPLIES	\$2,405.00
	Total Title III - ELL Budget	<b>\$16,851.00</b>
Revenue Code: F4289.290.23		

## ABTRACT

1. School District – Niagara Falls City School District
2. Title of Project – Title III - ELL
3. Funding Source – The State Education Department
4. Total Budget - \$16,851.00
5. Total Staff – 8.00
6. Number of Clients Served: 131 ELL Students
7. Major Objectives / Activities / Evaluation
  - 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

Items 6.07 – 6.09 were approved on a motion by Rob Bilson, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

### **6.07** Appointment of Inspectors for Public Referendum/Capital Projects Vote [\(SG 4\)](#)

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) will be held this year on Tuesday, January 17, 2023; and

WHEREAS, This Board at its October 20, 2022, Regular Meeting established the number and location of election polls; and

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; and

RESOLVED, That the following list of qualified voters are hereby appointed to serve as Inspectors, and/or poll monitors, as indicated, 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 inspector appointed be compensated in the amount of \$131.25 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 \$30.00, and

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Friday, January 13, 2023, be compensated \$25.00.

(see attached)

### **6.08** Appointment of Alternate Inspectors Public Referendum/Capital Projects Vote [\(SG 4\)](#)

WHEREAS, A Special City School District Meeting for a Public Referendum (Capital Projects Vote) will be held this year on Tuesday, January 17, 2023; and

WHEREAS, At the Regular Board Meeting of December 15, 2022, 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 \$131.25 for the day's work; and be it

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Friday, January 13, 2023, be compensated \$25.00.  
(see attached)

#### **6.09 Appointment of a Machine Custodian (SG 4)**

WHEREAS, A Special Meeting will be held on Tuesday, January 17, 2023, to vote on a Proposition for Capital Projects; and

WHEREAS, The Board at its October 20, 2022 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; and

WHEREAS, That the Niagara Falls Board of Education appointed as Voting Machine Custodians four individuals, one of who is now unable to serve; be it therefore  
RESOLVED that

Andrea Zaccarella  
668 69th Street  
Niagara Falls, NY 14304

be appointed to serve a machine custodian in place of

Sam Granieri  
762 4th St.  
Niagara Falls, NY 14301

RESOLVED, That Voting Machine Custodian Andrea Zaccarella be paid \$450.00 for her services.

Items 6.10 and 6.11 were approved on a motion by Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

#### **6.10 Approval of a Special Meeting (January 5, 2023) of The Board of Education (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that a special meeting of this Board of Education be held at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 6:30 p.m., on Tuesday, January 5, 2023, for the purpose of holding a Public Hearing on the Pilot Use of Videoconferencing To Conduct Regular and Special Voting Meetings of The Board of Education In Accordance With Its Written Procedures and the New York State Public Officers Law Effective immediately and Continuing until July 1, 2023, and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, that the City School District of the City of Niagara Falls' Special Meeting of January 5, 2023 will be held at its usual location in the Board Room in the Administration Building, 630 66th Street, Niagara Falls, New York; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law, the rules, by-laws and regulations of this Board, and the provisions of this resolution.

**6.11 Approval of a Special Meeting (Statutory) (January 18, 2023) of the Board of Education (SG 4)**

WHEREAS, The provisions of the Education Law §1606(3) and Board and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that a special meeting of this Board of Education be held at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66<sup>th</sup> Street, Niagara Falls, New York, at 6:30 p.m., on Tuesday, January 18, 2023, for the purpose of holding a Statutory meeting to accept the results of the January 17, 2023 Capital Projects Referendum, and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, that the City School District of the City of Niagara Falls' Special Meeting of January 18, 2023 will be held at its usual location in the Board Room in the Administration Building, 630 66<sup>th</sup> Street, Niagara Falls, New York; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law, the rules, by-laws and regulations of this Board, and the provisions of this resolution.

Items 6.12 - 6.15 were approved on a motion by Motion by Paul Kudela, second by Michael Capizzi.  
Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.12 Approval of Contract Between the City School District of The City of Niagara Falls and NCS Pearson, Inc. for Professional Development Services and Remote Coaching for Total Behavior Software Use from December 16, 2022 – August 31, 2023 (SG 1)**

WHEREAS, The provisions of the Education Law §1606(3) and Board and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that a special meeting of this Board of Education be held at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66<sup>th</sup> Street, Niagara Falls, New York, at 6:30 p.m., on Tuesday, January 18, 2023, for the purpose of holding a Statutory meeting to accept the results of the January 17, 2023 Capital Projects Referendum, and such other business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, that the City School District of the City of Niagara Falls' Special Meeting of January 18, 2023 will be held at its usual location in the Board Room in the Administration Building, 630 66<sup>th</sup> Street, Niagara Falls, New York; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law, the rules, by-laws and regulations of this Board, and the provisions of this resolution.

**CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this 15th day of December, 2022, by and between City School District of the City of Niagara Falls, 630-66<sup>th</sup> Street, Niagara Falls, New York  
14304, (hereinafter "District") and NCS Pearson, Inc.

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 NCS Pearson, Inc. as an independent contractor and Pearson hereby accepts such engagement, to render to the District the services in implementing the Total Behavior Software, subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: NCS Pearson shall provide and render to the District the following services:

a) Virtual Professional Development and coaching services for implementing the Total Behavior Software platform.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Amplify is the sole source of the Total Behavior program and is therefore able to carry out the requirements of this service contract.

3. Relationship Between the Parties. NCS Pearson, Inc. shall not be an employee of the District. NCS Pearson, Inc. 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 NCS Pearson, Inc. for its services hereunder a sum not to exceed twenty thousand dollars (\$20,000.00) payable in four installments. NCS Pearson shall submit invoices on the agreed upon dates to include the number of hours of service performed within the invoice dates. Payment checks payable to the order of NCS Pearson, Inc. shall be deemed full payment to, and a quittance by the Second Party.

5. Indemnification. To the fullest extent permitted by law, NCS Pearson, Inc. 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. NCS Pearson, Inc. and/or its agents, 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. NCS 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 the 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 cancelled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from December 16, 2022 and Terminate on August 31, 2023, 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 NCS Pearson, Inc. under this Agreement are unique and personal. Accordingly, NCS Pearson, Inc. 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

WHEREAS, The Early College and Family and Community Engagement Grants have had a great impact on student engagement related to college and career readiness in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to provide Early College advisory for students at Niagara Falls High School in their senior year on scholarship applications, and to contract with Booker College Planning to provide college preparation services to students; and

WHEREAS, The Administration negotiated a Contract with Booker College Planning for it to provide college planning guidance: college readiness seminars and assistance with the college admissions process for 12<sup>th</sup> grade students at Niagara Falls High School - not to exceed agreed upon fee of \$6,300.00, payable in seven (7) monthly installments of \$900.00; and

WHEREAS, The Contract shall be effective for a term commencing December 1, 2022 and ending June 30, 2023; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School District of the City of Niagara Falls and Booker College Planning for December 1, 2022 – June 30, 2023; 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 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  
SERVICES BY INDEPENDENT CONTRACTOR  
BOOKER COLLEGE PLANNING**

THIS AGREEMENT, made this 15<sup>th</sup> day of December 2022, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66<sup>th</sup> Street, Niagara Falls, New York 14304, (hereinafter "District") and BOOKER COLLEGE PLANNING 151 Buffalo Avenue, Unit 1001, NF, NY 14303, Niagara Falls, New York.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of BOOKER COLLEGE PLANNING. The District hereby engages BOOKER COLLEGE PLANNING as an independent contractor to render to the District professional services regarding the Early College Admissions process by assisting high school students, and BOOKER COLLEGE PLANNING hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of BOOKER COLLEGE PLANNING: BOOKER COLLEGE PLANNING shall provide and render to the District the usual and customary services of a contractor for professional services. The duties shall include:

- a) Facilitating college readiness seminars at Niagara Falls High School
- b) Assisting students with scholarship applications weekly for a total of 50 hours for the school year (December 1, 2022 – June 30, 2023)
- c) Guiding families through the college application process

All of the functions will be performed by the party of BOOKER COLLEGE PLANNING or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. BOOKER COLLEGE PLANNING and/or its subcontractor shall possess a thorough knowledge of the college planning and application process.

3. Relationship Between the Parties. BOOKER COLLEGE PLANNING shall not be an employee of the District. BOOKER COLLEGE PLANNING 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. BOOKER COLLEGE PLANNING is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to BOOKER COLLEGE PLANNING. Upon receipt of a payment invoice, the District shall pay BOOKER COLLEGE PLANNING for its services hereunder a sum not to exceed \$6,300.00 in seven (7) monthly installments of \$900.00, all payable at the end of each month to the order of BOOKER COLLEGE PLANNING. Invoices shall be submitted by BOOKER COLLEGE PLANNING at the end of each month. BOOKER COLLEGE PLANNING shall deem payment checks payable to the order of BOOKER COLLEGE PLANNING full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay to BOOKER COLLEGE PLANNING for its services hereunder a sum not to exceed \$6,300.00, payable in seven (7) monthly installments of \$900.00 to the order of BOOKER COLLEGE PLANNING.

5. Indemnification. To the fullest extent permitted by law, BOOKER COLLEGE PLANNING 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. BOOKER COLLEGE PLANNING 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. BOOKER COLLEGE PLANNING 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. Term of Contract. This contract shall be effective from December 1, 2022 to June 30, 2023, 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.

7. Assignment: The services to be rendered by BOOKER COLLEGE PLANNING under this Agreement are unique and personal. Accordingly, BOOKER COLLEGE PLANNING 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.

8. 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.

BOOKER COLLEGE PLANNING

CITY SCHOOL DISTRICT OF THE  
CITY OF NIAGARA FALLS

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Allen Booker, Founder

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President, Board of Education

#### **6.14 Approval of Contract Between The City School District of The City of Niagara Falls and Via Evaluation, Inc. for Professional Evaluation Services Required for the Learning Technology Grant Programming 12/1/22 — 06/30/23 (SG 1, 2)**

WHEREAS, The District wishes to again hire an independent evaluation company to render professional services associated with the mandatory independent evaluation required of Learning Technology Grant awarded by the New York State Education Department; and

WHEREAS, The District previously hired Via Evaluation, Inc. as an independent consultant to render professional evaluation services; and

WHEREAS, A new Contract has been negotiated with Via Evaluation, Inc. for the period from December 1, 2022 through June 30, 2023, at a fee not to exceed \$4,900.00, payable in one installment of \$4,900.00; 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 at a cost not to exceed \$4,900.00 for the period December 1, 2022 through June 30, 2023 attached hereto, be and the same is hereby 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  
VIA EVALUATION, INC.**

THIS AGREEMENT, made this 15<sup>TH</sup> day of December 2022 by and between the CITY OF NIAGARA FALLS CITY SCHOOL DISTRICT, 630 66<sup>th</sup> Street, Niagara Falls, New York 14304, the first party, and Via Evaluation, Inc., 325 Delaware Avenue, Suite 100, 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 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 Learning Technology Grant
- 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.

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 in sum to exceed \$4,900.00 in one installment of \$4,900.00 on June 15, 2023 following completion of all contracted services and receipt of invoice. 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, the City School District of the City of Niagara Falls, as additional party 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 December 1, 2022 and terminate June 30, 2023, 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.

**6.15 Approval of Agreement for Subscription Renewal for Childplus Software for The Head Start / Early Head Start Program Between The City School District of The City of Niagara Falls, and Childplus Software for January 1 – December 31, 2023 (SG 1)**

WHEREAS, on January 1, 2022 the District took over full administration of the Head Start / Early Head Start Program in the City of Niagara Falls; and

WHEREAS, in December of 2021 ChildPlus Software was purchased to ensure the transfer all Head Start / Early Head Start child and family records in the ChildPlus database from the interim grantee Child Development Institute (CDI) to the District on January 1, 2022; and

WHEREAS, the District's Head Start / Early Head Start Program utilizes ChildPlus as a database management system for its Head Start and Early Head Start Program and

WHEREAS, the Superintendent wishes to continue using the ChildPlus program and recommends the Board of Education approve the renewal of the ChildPlus Software for a one year term beginning January 1, 2023, through December 31, 2023, for an amount not to exceed \$5,700.00 based on the renewal cost of \$2,500.00 for the core software, and per child cost of \$3,200.00, for 128 licenses at \$25.00 each, to be paid prior to December 31, 2022 when the existing Agreement terminates; now therefore be it

RESOLVED, that the ChildPlus Software Subscription Agreement, providing for one year for term beginning January 1, 2023, through December 31, 2023, for an amount not to exceed \$5,700.00 based on the renewal cost of

\$2,500.00 for the core software, and per child cost of \$3,200.00, for 128 licenses at \$25.00 each, to be paid prior to December 31, 2022 when the current Agreement expires, a copy of which is attached hereto be and is approved; and further

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

Items 6.16 and 6.19 were approved on a motion by Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.16** Approval for Level I and II Reconstruction Alterations at Bloneva Bond Primary School, Kalfas Elementary School, and Niagara Falls High School ([SG 3](#))

WHEREAS, The Niagara Falls City School District proposes completing Level I and II alterations to, or replacement of, HVAC systems and mechanical equipment at three school buildings; and

WHEREAS, The cost of completing Level I and II alterations to, or replacement of, HVAC systems and mechanical equipment is approved to be funded using American Rescue Plan (ARP) grant funds; and

WHEREAS, The process for completing alteration to, or replacement of, HVAC systems and mechanical equipment is considered a capital project; and

WHEREAS, All capital project proposals need the approval of the District Board of Education; therefore be it

RESOLVED, That the Board approve the proposed project to replace or refurbish HVAC and mechanical equipment at Blonev Bond Primary School, Niagara Falls High School, and Kalfas Elementary School; and be it further

RESOLVED, That the District submit all the requisite plans and documents required to the State Education Department for their review.

**6.17** Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc (DBA CPL) and the City School District of The City of Niagara Falls For CPL to Serve as Project Architect for the Construction of a Fire Suppression System At The Community Education Center (CEC) ([SG 3](#))

WHEREAS, The Niagara Falls City School District maintains a wealth of student, employee and business records as dictated by New York State Education Department, as well as other governing bodies. Many of these records are housed at the Community Education Center (CEC) in hard copy format, and the District is required to maintain these records according to retention schedules provided by governing bodies. In an effort to minimize risk of loss to critical record archives, the District has determined a specialized Fire Suppression System that operates without the threat of water damage to the records is needed at CEC; and

WHEREAS, The design and planning for a specialized system of fire suppression requires the use of professional architectural services; and

WHEREAS, The District, through a Request for Proposal, previously contracted with Clark Patterson Lee, Inc. dba CPL ("CPL") to perform engineering and architectural services for various District Projects, yet to be completed; and

WHEREAS, The District has included funding in the 2022-2023 General Fund Budget to orchestrate needed roof repairs at CEC and install the fire suppression system necessary to safeguard invaluable records stored within; and

WHEREAS, The District wishes to accept and approve the attached Architecture Agreement for CPL to provide architectural services for the design and installation of a specialized fire suppression system at CEC; therefore, be it

RESOLVED, That the Board of Education hereby approves CPL as Project Architect for the Fire Suppression Project at CEC; and be it further

RESOLVED, That the Board of Education hereby approves the Architect Agreement between the District and CPL, providing, among other things, for the services to be rendered by CPL as Architect and the fees paid for such services, a copy of which is attached; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and be it further

RESOLVED, That the President of the Board of Education be authorized and directed to execute such Agreement, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education on the Architect Agreement

**6.18 Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc (DBA CPL) and The City School District of The City of Niagara Falls for CPL to Serve as Project Architect for the "A Breath of Fresh Air" (ABOFA) Capital Projects for Improvements and Reconstruction at all School District Buildings (SG 3)**

WHEREAS, The Niagara Falls City School District has been working with various vendors to assess access to school buildings and identify potential vulnerabilities in response to the growing number of breaches in security at school districts across the county. This analysis has led the District to conclude that a redesign of all main entrances into secure vestibules is the most efficient and effective option to optimize safety while maintaining a welcoming atmosphere for our students and families. All other exterior doors will be armed with door alarms, cameras, and integrated into the safety software systems to better defend against breaches and create the safest possible environment. The District has also converted nine of its eleven school buildings into 12-month learning and activity centers for students through the addition of air conditioning. To best provide year-round instruction to address student needs and utilize all District buildings for this purpose, the District will update air handling systems and add air conditioning at Gaskill and LaSalle Preparatory schools; and

WHEREAS, These, and other planned improvements, have been packaged as "A Breath of Fresh Air" (ABOFA) capital project and create the need to contract for professional architectural services to fulfil New York State Education Department (NYSED) Office of Facilities requirements; and

WHEREAS, The District, through a Request For Proposal, previously contracted with Clark Patterson Lee, Inc. dba CPL ("CPL") to perform engineering and architectural services for various District Projects, yet to be completed; and

WHEREAS, The District, to meet the time constraints imposed by the growing urgency to strengthen school building safety and prepare all school buildings for year-round use by students, wish to further engaged CPL to assist with providing services related to the ABOFA capital project; and

WHEREAS, The District wishes to accept and approve the attached Architecture Agreement for CPL to provide architectural services for the ABOFA capital project at all District buildings; therefore, be it

RESOLVED, That the Board of Education hereby approves CPL as Project Architect for ABOFA Capital Project; and be it further

RESOLVED, That the Board of Education hereby approves the Architect Agreement between the District and CPL, providing, among other things, for the services to be rendered by CPL as Architect and the fees paid for such services, a copy of which is attached; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and be it further

RESOLVED, That the President of the Board of Education be authorized and directed to execute such Agreement, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education on the Architect Agreement.

**6.19 Approval of Acceptance of Architectural Agreement Between Clark Patterson Lee, Inc (DBA CPL) and the City School District of The City of Niagara Falls for CPL to Serve as Project Architect for the ARP Grant Capital Project at Hyde Park School, Bloneva Bond Primary School, Kalfas Elementary School, and Niagara Falls High School ([SG 3](#))**

WHEREAS, On February 24, 2022, the Niagara Falls City School District submitted its grant application that included replacement of the Chiller Plant at Niagara Falls High School. The application was amended on September 3, 2022 to expand the capital project portion of the grant to include rebuilding of air handlers and other related HVAC work at Niagara Falls High School, HVAC upgrades at Bloneva Bond Primary and Kalfas Elementary schools, and the construction of an inclusive playground at Hyde Park School; and

WHEREAS, The original application was approved on March 21, 2022, and the amendment was approved on October 17; and

WHEREAS, The Notice of Award for ARP Act grant indicated that the project period for the grant began on march 13, 2020 and terminates on September 30, 2024; and

WHEREAS, The District, through a Request For Proposal, previously contracted with Clark Patterson Lee, Inc. dba CPL ("CPL") to perform engineering and architectural services for various District Projects, yet to be completed; and

WHEREAS, The District, to meet the time constraints imposed by the Federal Government and the terms of the ARP Act grant funding, further engaged CPL to assist with providing services related to the air quality improvement projects at Niagara Falls High School, Kalfas Elementary, and Bloneva Bond Primary School, and the outdoor playground at Hyde Park School; and

WHEREAS, The District wishes to accept and approve the attached Architecture Agreement for CPL to provide architectural services for the HVAC air quality capital projects at Niagara Falls High School, Kalfas Elementary School and Bloneva Bond Primary School, and for design services related to the inclusive playground at Hyde Park School; therefore, be it

RESOLVED, That the Board of Education hereby approves CPL as Project Architect for ARP Act Grant Capital Project; and be it further

RESOLVED, That the Board of Education hereby approves the Architect Agreement between the District and CPL, providing, among other things, for the services to be rendered by CPL as Architect and the fees paid for such services, a copy of which is attached; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and be it further

RESOLVED, That the President of the Board of Education be authorized and directed to execute such Agreement, and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education on the Architect Agreement.

Items 6.20 and 6.21 were approved on a motion by Motion by Paul Kudela, second by Vincent Cancemi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.20** Approval of Payment No. 01 to MLP Plumbing & Mechanical Inc. for Plumbing Work, Contract #122, For Phase III of The Stewardship Capital Improvement Project [\(SG 3\)](#)

WHEREAS, The Board of Education executed a Contract dated September 22, 2022 with MLP Plumbing & Mechanical Inc. for Plumbing work on Phase III of the Stewardship Capital Improvement 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, the Construction Manager and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$24,572.34; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers Buffalo Construction Consultants and Rebecca Holody, 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 \$1,228.62; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$24,572.34 to MLP Plumbing & Mechanical Inc, 3198 Union Rd. Cheektowaga, NY 14227 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid.

**6.21** Approval of Payment No. 08 to Ferguson Electric Construction Co., Inc. For Electrical Work, Contract #119, on the Smart Schools Bond Act Project – Phase II, District-Wide [\(SG 3\)](#)

WHEREAS, The Board of Education executed a Contract dated September 10, 2021, with Ferguson Electric Construction Co. Inc., for Electrical work on the Smart Schools Bond Act Project – Phase II, District-Wide, 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, the Construction Managers and Administrator for School Business Services; and

WHEREAS, Ferguson Electric Co., Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$54,376.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers, Buffalo Construction Consultants and Rebecca Holody, 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 \$2,718.80; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$54,376.00 to Ferguson Electric Co., Inc. 333 Ellicott St. Buffalo, NY 14203 in accordance with the Application and Certificate for Payment #08; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

Motion to add item 6.22 to agenda, motioned by Anthony F Paretto, second by Paul Kudela.

Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo. Motion carries.

**6.22** Approved on a motion by Motion by Earl F Bass, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Michael Capizzi, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

No: Clara Dunn

Motion to approve pilot procedures for the use of videoconferencing to conduct regular and special voting meetings of the Board of Education in accordance with its written Procedures and the New York State Public Officers Law , effective immediately and continuing until July 1, 2023, at which time the pilot procedures will be reviewed.

WHEREAS, recent legislation authorizes local public bodies in their discretion to conduct their meetings remotely by using videoconferencing; and

WHEREAS, the Board in its discretion has adopted written Pilot Procedures to permit it to hold such remote videoconferencing meetings which Procedures are attached and made part hereof as if they were set forth herein in their entirety; and

WHEREAS ,the Procedures are in compliance with the law, including among other things the requirement that a minimum number of Board Member are to be present to fulfill the



Board's quorum requirement in the same physical location for the meeting where the public can attend, and that Board Members shall be physically present at any meeting unless unable to be so due to extraordinary circumstances including disability, illness, caregiving responsibilities first responder with employers approval who are required to be at his/her work station to maintain full staffing to meet emergencies, or any other significant or unexpected factor which precludes the Member's physical presence, as may be determined by the Board; and

WHEREAS, the Board has determined that members of the public wishing to address the Board must be physically present at said meeting(s); and

WHEREAS, the Board has determined to hold its regular and special voting Meetings remotely by using videoconferencing and held a public hearing as required on December 15, 2022 just before its regular meeting for purpose of adopting this resolution authorizing the use of such videoconferencing all in accordance with the Procedures it adopted which are attached hereto and made part hereof as if they were set forth herein in their entirety; now therefore be it

RESOLVED, the Board hereby approves holding its regular and special voting Meetings remotely, as a pilot, by using videoconferencing, effective its regular Meeting of January 2023 and to continue until July 1, 2023; and further

RESOLVED, all such meetings held by use of videoconferencing shall be conducted in accordance with the written Procedures adopted by the Board which are attached hereto and made part hereof as if they were set forth herein in their entirety: and further

RESOLVED, that the Superintendent of Schools and the District Clerk are hereby directed to take all actions required in the Procedures to implement the holding of meetings by use of videoconferencing, including the giving of all notices, recording of all meetings and providing for public participation.

#### Procedure Videoconferencing Meetings

The Board of Education of the City School District of The City of Niagara Falls a public body as defined in laws of the state of New York may, in its discretion, use videoconferencing to conduct its meetings pursuant to the requirements of Public Officers Law Section 103-a. provided however that should the Board decide to use videoconferencing to conduct meetings, the following procedure and criteria shall be met:

(a) The Board of Education upon giving of appropriate notice, shall hold a public hearing, for the purpose of adopting a resolution authorizing the use of videoconferencing for its Board meetings.

(b) That following a public hearing, the Board shall adopt the resolution, authorizing the use of videoconferencing which resolution shall set forth these procedures for videoconferencing meetings approved by the Board

(c) That a minimum number of members are to be present to fulfill the Board's quorum requirement in the same physical location for the meeting where the public can attend:

(d) That Members of the Board shall be physically present at any such meeting location using videoconferencing unless such Member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth herein which are to be stated in the resolution approving use of videoconferencing for the meeting, including disability, illness, caregiving responsibilities, first responders, with employer's approval, required to be at his/her work station to maintain full staffing critical to meet emergencies, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting as may be determined and approved by the Board

(e) That except in the case of executive sessions conducted pursuant to section one hundred five of the New York State Public Officers Law, the Board shall ensure that Board Members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon;

(f) That if videoconferencing is to be used to conduct a meeting, the public notice for that meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend;

(g) That the Board shall provide the opportunity for members of the public to view meeting using videoconferencing via video, and to participate in proceedings in person where public comment or participation is authorized; and

(h). That each meeting conducted using videoconferencing shall be recorded and such recordings shall be posted or linked on the District's public website within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;

(i). That the minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public pursuant to section one hundred six of the New York State Public Officer's Law.

(j) That the District shall maintain its official website so long as it utilizes videoconferencing to conduct its meetings.

(k) That the in person participation requirements of paragraph (d) hereof shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the Board determines that the circumstances necessitating the emergency declaration would affect or impair its ability to hold an in person meeting.

(l) That Open meetings of the Board that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this section, "disability" shall have the meaning defined in section two hundred ninety-two of the executive law of New York State

(m) That these written procedures governing member and public attendance consistent with Section 103-a of the New York State Public Offices Law, adopted by the Board and as may be amended, shall be conspicuously posted on the District's public website.

The procedures provided herein for Videoconferencing of Board Meetings shall become effective upon approval by the Board and shall remain in effect and terminate July 1, 2023.

## **7. Review of the Proposed Policy(ies)**

**7.01** None

## **8. Information and Reports**

**8.01** Oral Communications - Public Comment on non- Agenda-related Items

**8.02** Superintendent's Report

**8.03** Board Members Report and Comments

### **COMMENTS:**

Mr. Laurrie: Thanked the NFHS Choir for performing a few selections for the Board and congratulated Mr. Wojton and Mrs. Baldassarre on their work, as well as NFHS Wrestling coach Josh Eagan, who has been named Large School Coach Of The Year.

A reminder of the upcoming District Parent Committee Meat Raffle to be held March 31 at NFHS; all schools are represented.

Saturday at 11 a.m. at HF Abate School, an ENL parent graduation will take place for 18 adults who have completed the course.

Groups, teams, raised four tables for HFA kids.

Thanks to NFHS teachers who annually hold a "12 days of Christmas" drive to donate to indigent families of students.

The District will be closed December 23, 2022 to January 2<sup>nd</sup>, 2023.

Mr. Laurrie accepted an invitation to lunch by the Buffalo Public Schools Board President, Superintendent, football coach and attorney. Emerson High School students prepared the meal. Buffalo School District is watching our security plan and replicating it. The hosts will be invited to join our Board Invited and general council here in February for a collaborative exchange. One shared topic of concern: disappointment with Section VI. Creative solutions may be sought.

Many students have a difficult time this time of year; for some it is hard to be home for eight days.

Happy holidays.

Board members congratulated students in choir; wished staff and one another happy holidays. Mr. Bass thanked Board members for supporting the piloting program.

## **9. Advanced Planning**

### **9.01 Future Agenda Items**

### **9.02 Future Meeting Dates**

## **10. Adjournment**

### **10.01 Meeting Adjourned in memory of:**

James Jones, member, NFHS Sports HOF.

Phyllis Mae Peters, former employee.

Daniella Peterson, friend and employee of Russ Petrozzi.

Anthony Rendina, father in law of Robin Rendina.

BOARD REVIEW MEETING  
JANUARY 5, 2023  
ADMINISTRATION BUILDING  
630 66TH STREET

Mr. Carella provided a review of summer programming scheduled for 2023.

The cost of all programs totals \$563,513.58 in 2023, and was \$872,413.84 in 2022. It includes ELP, Camp Wolverine, Special Education ESY K -12, EI ENL & misc. ENL costs, Prep and high school credit recovery, P-TECH, Summer Sport/Enrichment, and summer nurses as well as the summer Regents.

Some current and past funding sources are either no longer available, will expire within one to two years, or have been reduced over time.

No longer available:

21st Century Elementary Extended School Day grant  
SIG-A: School Improvement Grant

Title I

Set to Expire:  
Empire Extended Day Grant (elementary) through 2024 only  
American Rescue Plan  
Recommendations for 2023 include:

Elementary

3-week, 15-day program for students  
1 site – Cataract (central location/efficient use of staff)  
Maintain AM and PM programming, adding Latchkey extension until 5:00 pm or 6:00 pm

This would allow full weeks, a central location, and more efficient use of staff and space, and extended latchkey.

Prep Schools:

Exclude gr. 6 – replaced by a multi-day Transition Camp at each Prep School  
Eliminate or reduce SEL integration  
Schedule gr. 7 & 8 students only for classes needed, have mid-morning arrival/dismissal if feasible for transportation provider

Schedule must adjoin or include August Regents testing Schedule

In recent years, attendance has declined in the prep program among the younger students. This new plan will better serve grade six students.

NFHS: remains remote so students can achieve credit recovery.

Remaining Programs: Maintain With Minor Modifications:

Camp Wolverine and ESY

Maintain both

Align calendar of CW to ELP

Add additional camp for special class students, not served by CW or ESY

ESY-Initiate process for gathering family intent to participate before staffing program

Summer Sports and Enrichment Camp – Grs. 7-12

Eliminate one or two low enrollment sports

A review of the agenda was held.

PUBLIC HEARING ON RAISING THE DISTRICT DEBT LIMIT

6:30 P.M.

630 66TH STREET

JANUARY 5, 2023

Mr. Laurrie led an overview of the upcoming capital projects vote and plans. This would raise the District debt limit. Projects proposed include air conditioning the prep schools, HVAC systems, a greenhouse at Bond Primary School, a walk of fame for athletes, contributors, and veterans who have died; improving the safety of vestibules; new prox and cameras; 224 more exterior doors with alarms; shutter door replacements.

Project Labor Agreement with union labor is always part of capital projects. \$11 million would be earned by local labor if referendum passes and work would run to 2025 or 2026.

The Public Hearing concluded. There were no speakers.

The Public Hearing was adjourned at 6:58 p.m. on a motion by Mr. Kudela, seconded by Mr. Cappizzi. All in favor.

Updates

The Superintendent reported that:

The upcoming referendum requires a 60% favorable vote in order to pass.

Next week Thursday through Saturday at the PAC, prep school students will perform Willy Wonka at 7 p.m.

The District has been approved to be a Narcan distribution district, via the NFHS nurses' office.

Staff will be trained in its use and also will be trained in AED and the Heimlich Maneuver.

The District recognizes Dr. Silvaroli and Mr. Contento for reaching out to NFHS football players to check on mental health issues following the on-field heart attack of Buffalo Bill Damar Hamlin.

Staff and students are participating in fundraisers.

NTHS and NFHS students will travel together on January 19 to Rainbow Rink and Platters Chocolates. They will be addressed by the son of a May 14 Buffalo shooting victim.

Mr. Vitello will be playing on Broadway.

Thanks to Mr. Carella, Mr. Fisher, and Ms. Battaglia, the District has been awarded a \$3.5 million, 5-year mental health grant to encourage students to study mental health; increase student access to mental health services; provide paid internships for school psychologist, counselor, and social work students; and provide outside mental health services for students.

The District is saddened to hear about Taylor Wooltson, a student at NTHS, Dan O'Farrell, and LoMax Barnes Jr., all of whom have died.

On a motion by Nick seconded by Mr. Bass the Board entered executive session for the purpose of discussing four contracts with STU, ASC, NIAS, and NFT negotiations protected under the Taylor Law at 7:10 p.m. All in favor. The Board exited Executive Session at 8:16 p.m. on a motion by Mr. Kudela, seconded by Mr. Bass. All in favor.

AGENDA REVIEW SESSION  
NF BOARD OF EDUCATION  
JANUARY 18, 2023  
ADMINISTRATION BUILDING  
63066<sup>TH</sup> STREET

5:30 p.m.

General Fund Budget: Mrs. Holody and Mrs. Jacklin presented a preliminary look at the budget for 2023-2024. To date, there is no governor's run.

Mr. Laurie thanked the Governor for fully funding Foundation Aid. This is the third year of the phase-in.

ARP funds are now depleted. Recurring costs currently being funded therefrom will be moved to the general fund budget, totaling almost \$9 million.

The Superintendent will likely recommend using the debt service reserve.

Carry-over is unknown at this time, but there should be some.

Reserve Funds will be impacted by Child Victims Act.

The District will request its Standard & Poors bond rating be raised to A+.

This general fund budget doesn't include the cafeteria budget, which is a separate fund and budget.

Building Conditions Surveys must be completed by November 2023; this is required by State.

Currently, the appropriations are estimated to total \$179,184,862; projected revenues are estimated to be \$178,434,862. There will be no reduction to staff; there will be no recommended increase to the local tax levy.

A discussion was held.

An agenda review was held.

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Prayer offered by Mrs. Dunn

**2.03** Roll Call

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

EXCUSED: Mr. Cancemi, Mr. Kudela

## **3. Letters and Communications**

**3.01** Oral Communications - Public Comment on Agenda Items

**3.02** Written Communications – the Board received notes of thanks for new musical instruments from NFHS band students.

4. Recommended Actions from the Superintendent of Schools - Routine Matters

4. Recommended Actions - Routine Items

**4.01** Minutes - December 2022

Motion to approve minutes - October 2022

Motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.02** Budget Transfer #6

Approval of Budget Transfer - #6

Motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.03** Bids - Approval of Bids - None.

**4.04** Treasurer's Report - December 2022 – Received and filed.

**4.05** Budget Status Report - January 2023 - Received and filed.

Motion to add addendum to Certificated Report

Motion by Nicholas Vilardo, second by Rob Bilson.

Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Item 4.06, with addendum, was approved on a motion by Anthony F Paretto, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.06** Personnel Report – Certificated (SG 2)

**Item 4.07** was approved on a motion by Earl F Bass, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.07 Personnel Report - Classified (SG 2)

**Items 4.08 and 4.09** were approved on a motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.08 Report from Committee on Special Education (SG 1)

4.09 Report from Committee on Preschool Special Education (SG 1)

**Item 4.10** was approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Abstain: Michael Capizzi

4.10 Short-Term Contracts (SG 1)

1. NARP Restorative Justice for PTE \$1,000 F2070.404.045.8123 January 18, 2023
2. NARP Restorative Justice for PTE \$1,000 F2070.404.045.8123 February 8, 2023
3. SUNY at Buffalo Erin Brunelle Assistive Technology Consultation \$1,200 F2250 404 098 0723  
Evaluation Date TBD
4. Lomax Barnes Youth Motivation Movement, Inc. Truancy Prevention Program \$16,000  
(\$4,000/month) F2110.404.098.9523 February/March/ April/May, 2023
5. Father and Son Center Rick and Allison Moore Youth Mentoring Boys and Girls \$10,000  
F2110.404.098.5022 Eight Week Program GPS
6. Jon Erwin Online Presentation: Classroom management – Elementary through SEL Lens \$300  
F2070.404.045.8123 January 18, 2023
7. Willie A Price Speaks, LLC From Boys to Men personal growth and development \$2,800  
F2110.404.098.5022 Eight Week Program Hyde Park
8. Mark Talley Speaker Social and Racial Justice \$500 F2110.404.098.5022 January 19, 2023

Item 4.11 was approved on a motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11** Head Start Reports



## 5. Unfinished Business

### 5.01 None

## 6. New Business

Items 6.01 – 6.06 were approved on a motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

### **6.01** Approval of Acceptance of Funds for the 2022/2023 Extended Day/School Violence Prevention Program (SG 1, 3)

WHEREAS, The Extended School Day/School Violence Prevention Program encourages public school districts, not-for-profit educational organizations, and community-based organizations to work collaboratively in offering programs to prevent violence and promote tolerance; and

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 \$350,000.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the Acceptance of Funds for the 2022/2023 Extended School Day/School Violence Prevention Program; and

RESOLVED, That the grant award of \$350,000.00 be credited to Revenue Account F3289.660.23 Extended School Day/Violence Prevention; and

RESOLVED, That the money be expended in the following function/object codes:

Account	Description	Budget
F 2110.140-045-6623	22/23 EXT DAY - NFHS SITE COORD.	\$2,700.00
F 2110.140-098-6623	22/23 EXT DAY - SCH B	\$120,560.00
F 2110.150-014-6623	22/23 EXT DAY - GRANT ADMIN.	\$5,318.00
F 2110.151-045-6623	22/23 EXT DAY - STIPEND	\$36,500.00
F 2110.152-045-6623	22/23 EXT DAY - PROJ. DIR.	\$10,781.00
F 2110.164-014-6623	22/23 EXT DAY - SECRETARY	\$6,992.00
F 2110.167-045-6623	22/23 EXT DAY - HRLY CLSFD	\$8,900.00
F 2110.404-098-6623	22/23 EXT DAY - PRCHD SRVCS	\$139,200.00
F 2110.409-098-6623	22/23 EXT DAY - TRAVEL	\$750.00
F 2110.540-045-6623	22/23 EXT DAY - SUPPLIES	\$4,845.00
F 2110.803-096-6623	22/23 EXT DAY - FICA	\$13,454.00
		\$350,000.00

Revenue Code: F3289.660.23

### 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: \$350,000.00

5. Total Staff: 0.8

6. Number of Clients Served: 7,000

7-9. Major Objectives/Activities/Evaluation:

- Maximize the achievement of all students related to the learning standards with an emphasis on problem-solving, listening, speaking, critical thinking, and communication.
- 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.

**6.02 Approval of Acceptance of Funds 2022/2023 ESEA TITLE III - Immigrant, Part A Grant (SG 1, 3)**

WHEREAS, The Title III State Formula Grant Program, administered by the Office of Elementary and Secondary Education, is designed to improve the education of English language learners; and

WHEREAS, Title III funds may be used to provide supplemental services that improve the English language proficiency and academic achievement of English Language Learners; and

WHEREAS, All services provided to English Language Learners using Title III funding must supplement the services that must be provided under Title IV of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, and other state and local laws; and

WHEREAS, The State Educational Agency (NYSED) receives funds for Title III Immigrant children and youth based on the number of English Language Learners and immigrant children and youth in the state; and

WHEREAS, The Lead Educational Agency (NFCSD) receives a small percentage of this grant to carry out state-level activities and implement programs designed to help English Language Learner students to achieve both English language proficiency and academics standards in reading/language arts, math and science; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approved of the application and award in the amount of \$59,221.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2022/2023 ESEA Title III – Immigrant, Part A Grant; and

RESOLVED, that the grant award of \$59,221.00 be credited to revenue account code F4289.280.23 ESEA Title III – Immigrant, Part A Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
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F 2110.140-098-2823	22/23 TITLE III IMMIGRANT - SCH B	\$6,646.00
F 2110.167-098-2823	22/23 TITLE III IMMIGRANT - HRLY CLSFD	\$876.00
F 2110.404-098-2823	22/23 TITLE III IMMIGRANT - PRCHD SRVCS	\$36,360.00
F 2110.540-098-2823	22/23 TITLE III IMMIGRANT - SUPPLIES	\$15,339.00
Total Title III - Immigrant		\$59,221.00

Revenue Code: F4289.280.23

### 6.03 Approval of Acceptance of Funds For 2022/2023 Universal Pre-Kindergarten (UPK) (SG 1, 3)

WHEREAS, The Universal Pre-Kindergarten (UPK) is a grant program established by the New York State Legislature to provide funding for developmentally appropriate pre-kindergarten programs for three- and four-year old children; and

WHEREAS, The budget established funding for UPK and provides that those districts that receive funding in the 2021/2022 school year will be eligible to receive funding in the 2022/2023 school year; and

WHEREAS, The Niagara Falls City School District received funding in the 2021/2022 school year, therefore the District will receive funding in the 2022/2023 school year; and

WHEREAS, District staff prepared and submitted an application for the grants; and

WHEREAS, Official notification of approved of the application and award in the amount of \$4,065,008.00 has been received; therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2022/2023 Universal Pre-Kindergarten (UPK) Grant; and

RESOLVED, that the grant award of \$4,065,008.00 be credited to revenue code F3289.310.23; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2510.132-098-3123	22/23 UPK - PER DIEM	\$59,400.00
F 2510.133-057-3123	22/23 UPK - TCHR - CATARACT	\$309,791.00
F 2510.133-058-3123	22/23 UPK - TCHR - H/P	\$59,543.00
F 2510.133-059-3123	22/23 UPK - TCHR - KALFAS	\$376,321.00
F 2510.133-060-3123	22/23 UPK - TCHR - MAPLE	\$270,926.00
F 2510.133-061-3123	22/23 UPK - TCHR - BBPS	\$476,473.00
F 2510.133-065-3123	22/23 UPK - TCHR - 79TH	\$267,677.00
F 2510.133-067-3123	22/23 UPK - TCHR - MANN	\$275,525.00
F 2510.140-098-3123	22/23 UPK - SCH. B	\$4,260.00
F 2510.150-014-3123	22/23 UPK - GRANT ADMIN.	\$56,882.00
F 2510.164-014-3123	22/23 UPK - SECRETARY	\$48,802.00
F 2510.177-057-3123	22/23 UPK - CLASS ASSOC - CATARACT	\$163,680.00
F 2510.177-058-3123	22/23 UPK - CLASS ASSOC - H/P	\$40,920.00
F 2510.177-059-3123	22/23 UPK - CLASS ASSOC - KALFAS	\$163,680.00
F 2510.177-060-3123	22/23 UPK - CLASS ASSOC - MAPLE	\$122,760.00
F 2510.177-061-3123	22/23 UPK - CLASS ASSOC - BBPS	\$245,520.00

F 2510.177-065-3123	22/23 UPK - CLASS ASSOC - 79TH	\$122,760.00
F 2510.177-067-3123	22/23 UPK - CLASS ASSOC - MANN	\$122,760.00
F 2510.404-098-3123	22/23 UPK - PRCHD SRVCS	\$144,000.00
F 2510.409-098-3123	22/23 UPK - TRAVEL	\$4,500.00
F 2510.540-098-3123	22/23 UPK - SUPPLIES	\$109,105.00
F 2510.800-096-3123	22/23 UPK - ERS	\$135,046.00
F 2510.802-096-3123	22/23 UPK - TRS	\$226,464.00
F 2510.803-096-3123	22/23 UPK - FICA	\$243,858.00
F 2510.807-096-3123	22/23 UPK - HEALTH INS.	\$14,355.00
Total UPK Grant		\$4,065,008.00

Revenue Code: F3289.310.23

#### ABSTRACT

1. School District – Niagara Falls City School District
2. Title of Project – Universal Pre-Kindergarten (UPK)
3. Funding Source – New York State Legislature
4. Total Budget - \$4,065,008.00
5. Total Staff – 73.75
6. Number of Clients Served: 500
7. Major Objectives / Activities / Evaluation
  - All three- and four-year old students 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.
  - Demonstrate increasing independence.

#### **6.04** Approval of Acceptance of Funds for 2022/2023 Federal IDEA (Education of Students With Disabilities Act) Funding – Part B, Section 619 (SG 1, 3)

WHEREAS, The Federal Government, through the State Education Department, has made funds available for ESEA Section 619 – Federal IDEA Funding for the Education of Students with Disabilities Grant; and

WHEREAS, Section 619 allocates money to school districts for the purpose of providing supportive services to students with disabilities; and

WHEREAS, Examples of the kinds of services funded under this legislation include consulting services, staff in-service and curriculum development; and

WHEREAS, District staff prepared and submitted an application for the 2022/2023 Federal IDEA Funding for the Education of Students with Disabilities Grant – Section 619; and

WHEREAS, Official notification of approval of the application and award in the amount of \$107,993.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2022/2023 Federal IDEA Funding for the Education of Students with Disabilities Grants – Section 619; and

RESOLVED, that the grant award of \$107,993.00 for Section 619 be credited to revenue account code F4256.730.23; and

RESOLVED, that the money be expended from the following function/object codes for Section 619.

Account Code	Description	Budget
F 2250.133-098-7323	22/23 IDEA 619 - SPEECH TCHR	\$63,936.00
F 2250.404-098-7323	22/23 IDEA 619 - PRCHD SRVCS	\$30,883.00
F 2250.540-090-7323	22/23 IDEA 619 - SUPPLIES – HOLY GHOST	\$545.00
F 2250.540-095-7323	22/23 IDEA 619 – SUPPLIES – ST. CHRISTOPHER	\$545.00
F 2250.540-098-7323	22/23 IDEA 619 - SUPPLIES - DIST WIDE	\$2,500.00
F 2250.540-105-7323	22/23 IDEA 619 - SUPPLIES – ST. FRANCIS	\$545.00
F 2250.803-096-7323	22/23 IDEA 619 – FICA	\$4,892.00
F 2250.807-096-7323	22/23 IDEA 619 – HEALTH INS.	\$4,147.00
Total IDEA 619		\$107,993.00

Revenue Code: F4256.730.23

#### ABSTRACT

1. School District – Niagara Falls City School District
  2. Title of Project – Federal IDEA Funding for the Education of Students with Disabilities Grant – Section 619
  3. Funding Source – State Education Department
  4. Total Budget, Section 619 - \$107,993.00
  5. Total Staff, Section 619 – 1.00
  6. Number of Clients Served – 89
  7. Objectives:
    - Increase the number of students passing the Standards
    - Increase the number of students receiving a Regents 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
- 6.05** Approval of Acceptance of Funds for the 2022/2023 Mentor-Teacher Internship Program Grant (SG 1, 3)

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 \$14,400.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2022/2023 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$14,400.00 be credited to Revenue Account F3289.220.23 Mentor-Teacher Internship Program; and

RESOLVED, That the money be expended in the following function/object codes:

Account	Description	Budget
F 2110.140-050-2223	22/23 MTIP - SCH. B	\$1,470.00
F 2110.149-050-2223	22/23 MTIP - SUBSTITUTES	\$12,720.00
F 2110.540-050-2223	22/23 MTIP - SUPPLIES	\$210.00
		\$14,400.00

Revenue Account: F3289.220.23

#### ABSTRACT

1. School District: School District of the City of Niagara Falls, New York
2. Title of Project: 2022/2023 Mentor-Teacher Internship Program Grant
3. Funding Source: New York State Education Department
4. Total Budget: \$14,400.00
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.

#### **6.06** Approval of Receipt of Gift from Trinity United Methodist Woman (SG 1, 3)

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 \$500.00 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 \$500.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

Carrie Mesmer

Trinity United Methodist Women  
2100 Whitehaven Road  
Grand Island, NY 14072

Item 6.07-6.09 were approved on a motion by Motion by Earl F Bass, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.07** 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 (SG 1, 2)

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

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, 2023; 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, 2023, through June 30, 2023; therefore be it

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee

Students

Amayah Cowart - Niagara Falls High School

Jayla Scott - Niagara Falls High School

Neville Parchment – Niagara Falls High School

Teachers

Marc Catanzaro

Julia Conti

Michael Corsaro

Noelle Gaetano

Steven Kutis

Jaime Pero

Karen Waugaman

Dan Weiss

Sophia Williams

Administrators

Leah Baldassarre

John Briglio

Valerie Rotella-Zafuto

Cheryl Vilardo

Parent Organizations

Tomasina Cook

Charlotte Robinson

Community Members

John Faso - Niagara Falls Police Superintendent

Joseph Pedulla – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security

**6.08** 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 (SG 1, 2)

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 September 1, 2023; 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, 2023, through June 30, 2023; 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, 2023, through June 30, 2023, and they hereby are ratified and confirmed:

Students



Amayah Cowart - Niagara Falls High School  
Jayla Scott - Niagara Falls High School  
Neville Parchment – Niagara Falls High School

Teachers

Marc Catanzaro  
Julia Conti  
Michael Corsaro  
Noelle Gaetano  
Steven Kutis  
Jaime Pero  
Karen Waugaman  
Dan Weiss  
Sophia Williams

Administrators

Leah Baldassarre  
John Briglio  
Valerie Rotella-Zafuto  
Cheryl Vilardo

Parent Organizations

Tomasina Cook  
Charlotte Robinson

Community Members

John Faso - Niagara Falls Police Superintendent  
Joseph Pedulla – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security

**6.09** 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 (SG 1, 2)

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 September 1st, 2023; 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 and input into the NYSED business portal by October 15th annually; 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.

Item 6.10 was approved on a motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.10** 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, 2023 (SG 4)

WHEREAS, The Board of Education shall, pursuant to Section 2606 of the Education Law, on or before the fifteenth day of February, 2023, 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, 2023; 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 once 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, 2023, for the annual school district election to be held on Tuesday, May 16, 2023:

Mrs. Betty Larratta (R)  
1018 Angelo Ct., Apt 2 (03)

Mrs. Georgia Robinson (D)  
2220 Weston Ave. (05)

Mr. William S. Carroll (R)  
4420 Lewiston Road (04)

Ms. Marla McGahey (sub) (R)  
1361 Caravelle Drive (04)

Mrs. Jean Kennedy (sub) (D)  
1423 Wyoming Ave.

Mr. Saladin Allah (D)  
2113 10th Street Apt 1 (05)

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, 2023, 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, 2023; 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, 2023, 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, 2023, 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.

Judith Glaser  
Clerk of the Board of Education  
City School District of the City of  
Niagara Falls, New York

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, 2023

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, 2023, 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, 2023.

Judith Glaser  
Clerk of the Board of Education of the  
City School District of the City of  
Niagara Falls, New York

Items 6.11 through 6.13 were approved on a motion by Nicholas Vilardo, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.11** Approval of Amended Agreement with the Niagara Falls Memorial Medical Center for On-Site Occupational Therapy for 2022-2023 School Year (SG 1,2,3)

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 2022-2023 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 Agreement; 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 18th day of January 2023, 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 2022-2023 school year, commencing on February 1, 2023, and ending on June 30, 2023, 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
  - 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 \$164.69 for each occupational therapy evaluation.
- d. To pay the sum of \$66.71 per classroom consultation per classroom contact. (For students on consultation only.)
- e. To pay the fixed sum of \$ 301.01 per month per child. Includes either individual or group occupational therapy sessions.

5. This Agreement shall commence February 1, 2023 and terminate June 30, 2023. 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.

#### **6.12 Approval of Amended Agreement with the Niagara Falls Memorial Medical Center for On-Site Physic**

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 2022-2023 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 Agreement; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board.al Therapy for 2022-2023 School Year (SG 1,2,3)

#### **AGREEMENT FOR INSTRUCTION OF STUDENTS WITH DISABILITIES**

THIS AGREEMENT, made this 26th day of January 2023, 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 2022-2023 school year, commencing on or about February 1, 2023, and ending on or about June 30, 2023, 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.
  - c. To pay the sum of \$164.69 for each physical therapy evaluation.
  - d. To pay the sum of \$96.54 for each thirty (30) minute unit of individual therapy.
  - e. To pay the sum of \$114.99 for each thirty (30) minute unit of group therapy.



f. To pay the sum of \$66.71 for each classroom consultation or visitation.

5. This Agreement shall commence February 1, 2023 and terminate June 30, 2023. 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.

**6.13 Approval of Contract for Professional Transportation Consultant Services by Independent Contractor School Bus Logistics, LLC for Period February 1, 2023 – June 30, 2023 (SG 3)**

WHEREAS, The District has in past years, approved short-term contracts with School Bus Logistics, LLC for professional services associated with the planning and implementation of school transportation routes and preparation of school district boundaries; and

WHEREAS, The District, upon receiving notice of the Transportation Coordinator's planned retirement, determined a more comprehensive scope of services was needed to assist with the onboarding of new Transportation Coordinators, review and analysis of transportation office and vendor procedures, addition of supplemental transportation software, and assistance with year-end processes. School Bus Logistics, LLC has the expertise and capacity to provide these services. Previous services provided by School Bus Logistics have proven beneficial and effective to the transportation of District students; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Schedule A); therefore be it

RESOLVED, That the Contract for professional transportation consultant services between the City School District of the City of Niagara Falls and School Bus Logistics, 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.

Items 6.14 through 6.16 were approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.  
Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.14** Approval of Payment No. 02 to MLP Plumbing & Mechanical Inc. for Plumbing Work, Contract #122, For Phase III of The Stewardship Capital Improvement Project (SG 3)

WHEREAS, The Board of Education executed a Contract dated September 22, 2022 with MLP Plumbing & Mechanical Inc. for Plumbing work on Phase III of the Stewardship Capital Improvement 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, the Construction Manager and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$15,677.66; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers Buffalo Construction Consultants and Rebecca Holody, 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 \$783.88; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$15,677.66 to MLP Plumbing & Mechanical Inc, 3198 Union Rd. Cheektowaga, NY 14227 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid.

**6.15** Approval of Payment No. 09 to Ferguson Electric Construction Co., Inc. for Electrical Work, Contract #119, on The Smart Schools Bond Act Project – Phase II, District-Wide – Retainage (SG 3)

WHEREAS, The Board of Education executed a Contract dated September 10, 2021 with Ferguson Electric Construction., for Electrical work on the Smart Schools Bond Act Project – Phase II, District-Wide, 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, Ferguson Electric Construction., has submitted an Application and Certificate for Payment, AIA Document G702, for Retention in the amount of \$22,275.00; and

WHEREAS, The Application for Payment has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Manager, Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it;

RESOLVED, That the Board of Education approves the payment of \$22,275.00 to Ferguson Electric Construction 333 Ellicott St. Buffalo, NY 14203 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, That the appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

**6.16 Approval of Payment No. 09 To U&S Services, Inc. for Security Camera Work, Contract #120, on the Smart Schools Bond Act Project – Phase II, District-Wide – Retainage (SG 3)**

WHEREAS, The Board of Education executed a Contract dated September 10, 2021, with U&S Services, Inc., for Security Camera work on the Smart Schools Bond Act Project – Phase II, District-Wide, 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, the Construction Managers and Administrator for School Business Services; and

WHEREAS, U&S Services, Inc. has submitted an Application and Certificate for Payment, AIA Document G702, retention in the amount of \$26,907.64; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$26,907.64 to U&S Services, Inc. 95 Stark St. Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #09; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

Item 6.17 was approved on a motion by Rob Bilson, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.17 Approval of Emergency Resolution for the Repair of a Broken Water Main Line Under the Front Parking Lot of Harry F. Abate Elementary School Resulting in an Emergency Condition that Could Affect the Health and Safety of a Publicly-Owned Building and Its Occupants**

WHEREAS, on January 3, 2023, a water leak was discovered under the parking lot of Harry F. Abate Elementary School at 1625 Lockport St Niagara Falls, NY 14305 caused by a broken main water line. This condition resulted in flowing and standing water that could cause harm to both the building structure and the health of the building's occupants; and

WHEREAS, the damage to the water line and the resulting flowing and standing water caused what could be an immediate harm to the building and its occupants; and

WHEREAS, to meet the said emergency, appropriate contractors and other personnel were immediately hired and engaged by the Superintendent of Schools to undertake any actions and operations necessary to prevent any potential injury to persons and/or further damage to property; therefore, be it

RESOLVED, the above described occurrences and the condition thereby created constituted an immediate public emergency within the meaning of General Municipal Law §103(4) arising out an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the City School District of the City of Niagara Falls (the School District) and other persons did and does require immediate remedial and corrective action which cannot await public competitive bidding and the delay attendant thereon; and further

RESOLVED, all contracts and engagements heretofore made by or on behalf of the School District for the repair and remediation of the conditions created by the said public emergency are hereby in all aspects confirmed, ratified and approved; and be it further

RESOLVED, the Administrator for School Business Services is hereby authorized and directed to secure informal quotations from qualified contractors to continue to perform such remedial work and furnish such labor and materials as shall be necessary to complete the work and to fully secure the buildings and occupants from damage resulting from the emergency occurrences above describes, and be it further

RESOLVED, by reason of such emergency any and all contracts heretofore or hereafter made for the above-mentioned purposes did not and shall not require prior public competitive bidding and may be

made and awarded by the Superintendent of Schools and/or the Administrator for School Business Services subject to the ratification and approval of this Board of Education; be it further

RESOLVED, that the President of the Board of Education and/or the Superintendent of Schools be and they hereby are authorized to execute any contract hereinbefore or hereinafter made for the replacement of the uninterruptable water supply and remediation of the condition created by the public emergency at Harry F. Abate Elementary School; and be it further

RESOLVED, that the District Clerk is authorized to obtain the signature of the President of the Board of Education and/or the Superintendent of Schools as may be required on any and all documents necessary to effectuate the purpose of this resolution.

#### 7. Review of the Proposed Policy(ies)

7.01 None.

#### 8. Information and Reports

##### 8.01 Oral Communications - Public Comment on non-Agenda Items

Public Comment: Helen Coleman: 1502 South- spoke on Abate students. Ms. Coleman is disappointed in student behavior, specifically, their propensity to run indoors. She feels students are “out of control,” too, with respect to language.

##### 8.02 Superintendent's Report

1. On January 10 and 11 NFHS Open Buffalo addressed student regarding social justice, equal, ethical justice. Facilitated conversation regarding race, power, and privilege. NFHS students were excellent in their participation. Kudos to those who brought the group to NFHS.
2. Tomorrow, NFHS and NTHS students will go to Rainbow Rink and Platters Chocolates, and hear speaker Mark Talley, son of a May 14 Buffalo Tops Markets shooting victim.
3. Prep school drama production: Willy Wonka students did a great job with the production.
4. Reminder, NFHS students will perform a drama January 26-28 in PAC and NFHS.
5. Twenty students are going to the Disney Leadership Conference January 29 to February 3.
6. There will be an upcoming District celebration of the Rev. Dr. Martin Luther King, Jr. This was moved a few years ago to increase attendance.
7. Mr. Petrozzi will be recognized by the NF Education Foundation as a Distinguished Alumnus on May 3, and Sanquin Starks will be recognized as an Emerging Leader.
8. Mr. Laurrie addressed Ms. Coleman’s comments. He supports the 98% of students who do the right things daily and the staff who care deeply.
9. Mr. Laurrie is pleased with support of resolutions and collective bargaining agreements. The District is now highly competitive for substitute teachers.

##### 8.03 Board Members Report and Comments

Mr. Bass thanked the Business Office staff for their work.

Mr. Capizzi echoed the Superintendent; he is impressed with what he has seen in his year on the Board.

Mr. Bilson thanked the administrators who attended the Board meeting.

Mr. Paretto thanked the administrators who attended the Board meeting, hoped for a successful game for the Go Bills, and reminded the public that the successful referendum means more local, union jobs.

Mr. Petrozzi thanks the Business Office staff, the NF Education Foundation and administrators who attended the Board meeting.

## 9. Advanced Planning

### 9.01 Future Agenda Items

### 9.02 Future Meeting Dates

## 10. Adjournment

Action: 10.01 Adjournment in memory of the following who recently passed away:  
Motion to adjourn

Motion by Nicholas Vilardo, second by Michael Capizzi.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The Board entered executive session at 7:33 p.m. on a motion by Mr. Bilson seconded by Mr. Vilardo for the purposes on discussing negotiations protected under the Taylor Law and pending litigation regarding the Child's Victim Act. All in favor. The Board paused its Executive session at 8:10 p.m.

The Board paused its Executive Session at 8:10 p.m. to convene the Statutory Meeting.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Statutory Meeting – ABOFA Capital Projects Vote

8:00 pm

Administration Office Board Auditorium

## 1. Call To Order at 8:11 p.m.

### 1.01 Roll Call

PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

EXCUSED: Mr. Cancemi, Mr. Kudela

## 2. Purpose

### 2.01 Purpose of Statutory Meeting

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 capital projects vote in the several school election districts and to officially declare the results of the canvass.

## 3. Tabulation of Results

### 3.01 Election/Budget Vote Results

## 4. Certification of Election/Budget Vote Results

### 4.01 Adoption of Resolution Certifying the Capital Projects Vote Results

Motion to accept.

Motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## 5. Recommended Action(s) From the Superintendent of Schools

### 5.01 None

6. Adjournment - The Board resumed executive session and adjourned at 9:26 p.m. on a motion by Mr. Capizzi seconded by Mr. Paretto. All in favor.

Motion by Michael Capizzi, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Michael Capizzi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

### 6.01 Statutory Meeting Adjourned

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Agenda

02/09/2023 BRS Board 5:30 p.m.

Administration Office Board Auditorium

Soap Box Derby - Abate Students – Mrs. Tompkins and Mr. Carlo

Students in Abate's Enrichment Class with Mr. Carlo led a campaign to name the annual Soapbox Derby after Craig Nadrowski, a safety officer at the school who passed away March 23, 2022. The students learned about passing petitions and gathered 545 signatures in favor of the naming, which they submitted. Mr. Nadrowski was helpful in the annual soap box derby and was beloved in the school community. Students Lani Frank, Karmella Vilardo, and Willie Mills spoke, representing the student body. The Superintendent requested a resolution to enshrine The Craig Nadrowski Soap Box Derby.

Interactive Whiteboards – Mr. Granieri and the Technology Team - Mr. Maynard, Mr. St. Onge, Ms. Maynard presented their recommendation for new interactive whiteboards and gave a demonstration of the product's capabilities. The team hopes to have new IWBs in classrooms for Fall 2023.

Mr. Granieri reminded the Board of the journey with IWBs beginning in 2007 and reviewed the steps through the years. The team studied nine suppliers of IWBs. They developed a matrix to evaluate products to reach consensus on a recommendation.

Because of its versatility and user-friendly appeal, they chose to recommend the Cleartouch IWB. There will be training for teachers as well as technology associates, who could repair boards in need of service.

The IWBs are BOCES-reimbursable; the total upfront cost is approximately \$3.8 million.

The Superintendent thanked all involved for their diligent work in researching the best options.

2023-2024 General Fund Budget – Mrs. Holody and Mrs. Jacklin reviewed the property tax report card; the Board could raise taxes by a slight (.15%) amount, but there is no recommendation to do so.

The tax report card will be filed with the State Comptroller by March 1, 2023.

The Governor's proposed budget is favorable to public education. The moratorium on retiree earnings is extended for another year. She has included fully funded foundation aid.

The Governor's budget proposal does, however, lift the cap on charter schools, which is highly undesirable. Districts also must report on progress on electric busses starting next year, which is too soon.

A review of the current 2023 2024 budget analysis was presented.

A review of the agenda was held.

Superintendent's Comments:

Mr. Laurie is very pleased with the 2020-2021 higher graduation rate of 83.5%.

There is a very slight difference among different ethnic groups: W 85% B 84%. Mixed Race 74%.

Year over year, suspensions are down 53%.



Mr. Laurrie hopes to have a very positive announcement from Say Yes in coming months, the group which has assisted Buffalo Public School students in paying for college.

The District is engaging in many Black History celebrations and observations throughout the month of February.

Mr. Petrozzi remarked that Mr. Cancemi was able to watch the meeting from Cleveland, where he is receiving medical care. The Board sends its best wishes for his quick and full recovery.

#### CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Niagara Falls, New York

Agenda

02/23/2023 ARS Board 5:30 p.m.

Administration Office Board Auditorium

Presentation of Gift to Benefit Black Excellence Program -

Mrs. Jones when CEA at NFHS initiated many programs at the school. One of these is the Black Excellence Mentorship. It is out of this that tonight's presentation grew. The program links young men and young women of color at NFHS with local adults of color who are succeeding. Today there are 40 students participating with adults who volunteer their time.

As a corollary, this year 20 students will travel to Georgia to visit Historically Black Colleges and Universities.

Participating in the program and in attendance were Mia Crumpton, PSA at NFHS, Shereeta Flourney, Ebony Rose Pastor Jones Guests.

Mr. Jason Scott spoke about his group, Omega Si Phi, and the contribution he presented to the Board for the Black Excellence Program.

Sister Schools Program - Mr. Carella, Ms. Buchman, Mr. Tompkins, Ms. Manella, Mr. Merino, and Ms. Brundidge presented and reported on the state of the Sisters Schools.

The schools were selected because they were the most high-need. The goal is to provide intense, focused curricula, interventions, and enrichment activities for the District's most fragile elementary students through concentrated grade bands, unique programs, specialized staff, and targeted academic and social-emotional interventions.

Current enrollment: Bond 431 HJK 329 Abate 700

Programs include Reading Recovery, Performing Arts, STEM, Math AIS . Coding begins in Kindergarten. Family engagement is a primary focus and includes a parent recognition breakfast, a new student welcome wagon through which new families are spoken with for almost an hour to acclimate them and learn about the new student; , community resource day, Fall Family Math Spooktacular, Grade Level Family Picnic. Sister Schools communicate with each other and have a combined parent group so as to not overwhelm parents. Parents dropping off very young students can stay as long as they want in order to feel comfortable.

Multi-culturalism and diversity is also a focus. To that end, several programs take place including: ZuZu Acrobats, Irish Dancer, Native American Dancers, African American Cultural Center presenters; Black History Exploratory Guest speakers; student projects including "I Have A Dream" video Project Art project celebrating notable African Americans and school wide projects including African American Read In, Festival of Doors, "The Crayon Box That Talked", "I Am Amazing" and "The ABCs of Black History."

Partners include Community Missions, the Francis Center, Divine Mercy Food Pantry, Niagara Street Revitalization, Heart, Love, & Soul, Zajac Funeral Home, NFR, and Faith-Based Organizations.

Administration of the BASC showed the following data:

Abate	Normal Risk 77%	Elevated Risk 15%	Extremely Elevated Risk	9%
Bond	Normal Risk 74%	Elevated Risk 15%	Extremely Elevated Risk	11%
Kalfas	Normal Risk 83%	Elevated Risk 15%	Extremely Elevated Risk	6%

To address any issues, there are several programs to support social and emotional learning.

On-going Focus Points include Attendance – Chronic Absenteeism; Parent Engagement; Student Social/Emotional Supports; Family Needs Referrals; and continuing the trends in student academic growth.

2023-2024 General Fund Budget – Mrs. Holody and Mrs. Jacklin reported that there is one adjustment to the BOCES-related revenue and adjustment also to the utility tax, interest, and Medicaid lines, an increase of \$628,000.

Appropriations: 7% increases in contracts as an estimate: NFMCC, utilities, transportation, tuitions, BOCES IWB purchases.

CPI is estimated to come in at 8%.

A review of the agenda was held.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
Niagara Falls, New York  
Agenda  
02/23/2023 Regular Board 7 p.m.  
Administration Office Board Auditorium

## 2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer

2.03 Roll Call

PRESENT: Mr. Bass, Mr. Bilson, \* Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

EXCUSED: Mr. Kudela

- REMOTE

### **3. Letters and Communications -**

**3.01 Special Presentations** NFHS senior Vincent Murphy was graduated. Other graduates unable to attend include Tanaya Arnold, Phillip Hoy, Hayden Kowalski, Zubaya Pathan.

Superbowl XLV Champion and NFHS alumnus James Starks was presented with a plaque honoring his achievements and his poster recognizing him as a member of the District's Hall of Fame. He will be inducted into UB's Hall this weekend.

**3.02 Oral Communications - Public Comment**

**3.03 Written Communications**

### **4. Recommended Actions from the Superintendent of Schools - Routine Matters**

Items 4.01 and 4.02 were approved on a motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.01 Minutes – January 2023** [\(SG 4\)](#)

**4.02 Approval of Budget Transfer - #7** [\(SG3\)](#)

**4.03 Approval of Bids - None** [\(SG3\)](#)

Items 4.04 and 4.05 were received and filed.

**4.04 Treasurer's Report – January 2023** [\(SG3\)](#)

**4.05 Budget Status Report – February 2023** [\(SG3\)](#)

Item 4.06 was approved on a motion by Anthony F Paretto, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.06 Personnel Report – Certificated** [\(SG 1, 2\)](#)

Item 4.07 was approved on a motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.07 Personnel Report - Classified** [\(SG 1, 2\)](#)

Items 4.08 and 4.09 were approved on a motion by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.08** Report from Committee on Special Education [\(SG 1\)](#)

**4.09** Report from Committee on Preschool Special Education [\(SG 1\)](#)

Item 4.10 was approved on a motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.10** Short-Term Contracts [\(SG 1, 3\)](#)

1. Buffalo Hearing & Speech Center Bilingual Speech Language Evaluations \$1,100  
F2250.404.098.0723 One day TBD
2. Anne Kent Kwasniewski Six On line Book Studies \$1,800 (\$300 per course)  
F2070.404.045.8123 January 12– May 20, 2023
3. NF Underground Railroad Heritage Center Underground Railroad  
Story Time Animation Project \$600/week 6 weeks F2110.404.098.5022 January 30– June 23, 2023
4. Zu Zu Acrobats of Zimbabwe Presentation \$750.00 F2110.404.098.5022 February 21, 2023
5. Taccara Marzette/John Ott Reconstruction STEAM Live Tutor Sessions \$3,000 10 sessions  
F2110.404.098.5022 April – June 2023
6. Tom Lowe Urban Seeds Cultivators Workshop \$1,750 F2110.404.098.4122 TBD

Item 4.11 was approved on a motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11** January 2022 Head Start Report and Budget [\(SG 1\)](#)

## 5. Unfinished Business

**5.01** None

### 1. New Business

Items 6.01 through 6.05 were approved on a motion by Rob Bilson, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.01** Approval of Receipt of Gift from Rhojo LLC DBA Lyrically Correct [\(SG 4\)](#)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Rhojo L.L.C. (D.B.A. Lyrically Correct) has donated \$500.00 to the Niagara Falls City School District's Black Excellence Mentorship Program; and

WHEREAS, This donation will be used to purchase meals for the Orientation, Each One, Teach and Closing dinners; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$500.00; and

RESOLVED, That the District Clerk be directed to send a letter of appreciation to:  
Rhojo L.L.C.  
D.B.A. Lyrically Correct  
P.O. Box 543  
Rahway, N.J. 07065

**6.02** Approval of Acceptance of Funds for The 2022/2023 Title I – Part A Improving Academic Achievement, Title IIA – Teacher/Principal Training and Title IV – Part A Grants [\(SG 1, 2\)](#)

WHEREAS, ESEA Title I – Part A Improving Academic Achievement Funds provide compensatory education programs for schools serving students who require remediation; and

WHEREAS, The No Child Left Behind Act of 2002 re-authorized Title II-A Teacher/Principal Training to include funds that support improving the quality of teaching and instruction; and

WHEREAS, The SSAE Title IV – Part A program is intended to improve students' academic achievement by increasing the capacity of State educational agencies (SEAs), local educational agencies (LEAs), and local communities to provide all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students; and

WHEREAS, District staff prepared and submitted an application for the grants mentioned above; and

WHEREAS, Official notification of approved of the applications and awards in the following amounts of:

- ESEA Title I Part A Improving Academic Achievement award - \$3,999,884.00
- Title II-A Teacher/Principal Training award - \$408,951.00
- SSAE Title IV – Part A award - \$300,002.00; therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2022/2023 ESEA Title I Part A Improving Academic Achievement Grant, 2022/2023 Title II-A Teacher/Principal Training Grant and 2022/2023 SSAE Title IV – Part A; and

RESOLVED, that the grant award of \$3,999,884.00 be credited to revenue account code F4126.010.23 ESEA Title I Part A Improving Academic Achievement Grant, the grant award of \$408,951.00 be credited to the revenue account code F4289.430.23 Title II-A Teacher/Principal Training Grant and the grant award of \$300,002.00 be credited to the revenue account code F4289.020.23 SSAE Title IV – Part A Grant; and

RESOLVED, that the money be expended from the following codes:

Account Description	Budget
F 2110.132-098-0123	22/23 TITLE I - PER DIEM \$44,000.00
F 2110.133-045-0123	22/23 TITLE I - TCHR - NFHS \$103,421.00
F 2110.133-049-0123	22/23 TITLE I - TCHR - GPS \$96,319.00
F 2110.133-050-0123	22/23 TITLE I - TCHR - LPS \$237,377.00
F 2110.133-059-0123	22/23 TITLE I - TCHR - KALFAS \$61,212.00
F 2110.133-067-0123	22/23 TITLE I - TCHR - MANN \$174,639.00
F 2110.138-014-0123	22/23 TITLE I - TSA - CENTRAL OFFICE \$98,250.00
F 2110.138-059-0123	22/23 TITLE I - TSA - KALFAS \$206,842.00
F 2110.138-061-0123	22/23 TITLE I - TSA - BBPS \$315,099.00
F 2110.138-098-0123	22/23 TITLE I - TSA - DIST WIDE \$524,932.00
F 2110.140-045-0123	22/23 TITLE I - SCH B - NFHS - P&F ENGAGE \$8,690.00
F 2110.140-049-0123	22/23 TITLE I - SCH B - GPS - P&F ENGAGE \$2,130.00
F 2110.140-050-0123	22/23 TITLE I - SCH B - LPS - P&F ENGAGE \$1,704.00
F 2110.140-056-0123	22/23 TITLE I - SCH B - ABATE - P&F ENGAGE \$2,556.00
F 2110.140-057-0123	22/23 TITLE I - SCH B - CATARACT - P&F ENGAGE \$1,704.00
F 2110.140-058-0123	22/23 TITLE I - SCH B - H/P - P&F ENGAGE \$852.00
F 2110.140-059-0123	22/23 TITLE I - SCH B - KALFAS - P&F ENGAGE \$426.00
F 2110.140-060-0123	22/23 TITLE I - SCH B - MAPLE - P&F ENGAGE \$639.00
F 2110.140-061-0123	22/23 TITLE I - SCH B - BBPS - P&F ENGAGE \$852.00
F 2110.140-065-0123	22/23 TITLE I - SCH B - 79TH - P&F ENGAGE \$1,534.00
F 2110.140-067-0123	22/23 TITLE I - SCH B - MANN - P&F ENGAGE \$1,576.00
F 2110.140-098-0123	22/23 TITLE I - SCH. B \$94,890.00
F 2110.143-056-0123	22/23 TITLE I - PEP TA - ABATE \$160,404.00
F 2110.143-057-0123	22/23 TITLE I - PEP TA - CATARACT \$120,303.00
F 2110.143-058-0123	22/23 TITLE I - PEP TA - H/P \$120,303.00
F 2110.143-059-0123	22/23 TITLE I - PEP TA - KALFAS \$120,303.00
F 2110.143-060-0123	22/23 TITLE I - PEP TA - MAPLE \$76,313.00
F 2110.143-061-0123	22/23 TITLE I - PEP TA - BBPS \$120,303.00
F 2110.143-065-0123	22/23 TITLE I - PEP TA - 79TH \$129,089.00
F 2110.143-067-0123	22/23 TITLE I - PEP TA - MANN \$80,202.00
F 2110.164-014-0123	22/23 TITLE I - SECRETARY \$31,659.00
F 2110.168-098-0123	22/23 TITLE I - DIST/PARENT COMMITTEE HRLY CLSFD \$7,000.00
F 2110.171-059-0123	22/23 TITLE I - ESL CLASS ASSOC - KALFAS \$22,320.00
F 2110.171-067-0123	22/23 TITLE I - ESL CLASS ASSOC - MANN \$22,320.00
F 2110.177-045-0123	22/23 TITLE I - NFHS - HRLY CLSFD - P&F ENGAGE \$320.00
F 2110.177-056-0123	22/23 TITLE I - ABATE - HRLY CLSFD - P&F ENGAGE \$432.00
F 2110.177-057-0123	22/23 TITLE I - CATARACT - HRLY CLSFD - P&F ENGAGE \$320.00
F 2110.177-058-0123	22/23 TITLE I - H/P - HRLY CLSFD - P&F ENGAGE \$1,174.00
F 2110.177-059-0123	22/23 TITLE I - KALFAS - HRLY CLSFD - P&F ENGAGE \$180.00
F 2110.177-060-0123	22/23 TITLE I - MAPLE - HRLY CLSFD - P&F ENGAGE \$258.00
F 2110.177-061-0123	22/23 TITLE I - BBPS - HRLY CLSFD - P&F ENGAGE \$382.00
F 2110.404-071-0123	22/23 TITLE I - CARDINAL O'HARA - PRCHD SRVCS \$11,070.00
F 2110.404-072-0123	22/23 TITLE I - MSM ACAD - PRCHD SRVCS \$651.00
F 2110.404-073-0123	22/23 TITLE I - SACRED HEART - PRCHD SRVCS \$3,256.00
F 2110.404-075-0123	22/23 TITLE I - STELLA NIAG - PRCHD SRVCS \$4,558.00
F 2110.404-076-0123	22/23 TITLE I - SUMMIT EDU - PRCHD SRVCS \$9,768.00
F 2110.404-077-0123	22/23 TITLE I - CANT. CTR - PRCHD SRVCS \$3,907.00
F 2110.404-078-0123	22/23 TITLE I - CANISIUS HS - PRCHD SRVCS \$1,302.00
F 2110.404-079-0123	22/23 TITLE I - CATH ACAD - PRCHD SRVCS \$31,910.00
F 2110.404-083-0123	22/23 TITLE I - CHRIST. ACAD. WNY - PRCHD SRVCS \$1,954.00
F 2110.404-084-0123	22/23 TITLE I - CTK - PRCHD SRVCS \$1,050.00
F 2110.404-087-0123	22/23 TITLE I - ST PETER LUTHERAN - PRCHD SRVCS \$2,605.00

F 2110.404-089-0123	22/23 TITLE I - ST JOHN LUTHERAN - PRCHD SRVCS	\$2,000.00
F 2110.404-090-0123	22/23 TITLE I - HOLY GHOST - PRCHD SRVCS	\$3,907.00
F 2110.404-093-0123	22/23 TITLE I - BAKER HALL - PRCHD SRVCS	\$1,302.00
F 2110.404-096-0123	22/23 TITLE I - PRCHD SRVCS - HOMELESS BUSSING	\$30,000.00
F 2110.404-098-0123	22/23 TITLE I - PRCHD SRVCS	\$215,010.00
F 2110.404-107-0123	22/23 TITLE I - UNIVERSAL SCHOOL - PRCHD SRVCS	\$651.00
F 2110.429-079-0123	22/23 TITLE I - CATH ACAD - PRCHD SRVCS	\$420.00
F 2110.540-069-0123	22/23 TITLE I - BLFO HEARING & SPEECH - SUPPLIES	\$1,954.00
F 2110.540-084-0123	22/23 TITLE I - CTK - SUPPLIES	\$2,858.00
F 2110.540-088-0123	22/23 TITLE I - ST PETER RC - SUPPLIES	\$651.00
F 2110.540-089-0123	22/23 TITLE I - ST JOHN LUTHERAN - SUPPLIES	\$605.00
F 2110.540-091-0123	22/23 TITLE I - ST STEPHEN - SUPPLIES	\$1,302.00
F 2110.540-093-0123	22/23 TITLE I - BAKER HALL - SUPPLIES	\$1,954.00
F 2110.540-098-0123	22/23 TITLE I - SUPPLIES	\$20,599.00
F 2110.540-181-0123	22/23 TITLE I - SGF ROOSEVELT - SUPPLIES	\$7,163.00
F 2110.540-281-0123	22/23 TITLE I - SGF CAMBRIDGE - SUPPLIES	\$12,374.00
F 2110.540-381-0123	22/23 TITLE I - SGF ROSSLER - SUPPLIES	\$1,302.00
F 2110.540-481-0123	22/23 TITLE I - SGF MAKOWSKI - SUPPLIES	\$1,302.00
F 2110.544-045-0123	22/23 TITLE I - NFHS - SUPPLIES - P&F ENGAGE	\$1,148.00
F 2110.544-049-0123	22/23 TITLE I - GPS - SUPPLIES - P&F ENGAGE	\$804.00
F 2110.544-050-0123	22/23 TITLE I - LPS - SUPPLIES - P&F ENGAGE	\$850.00
F 2110.544-056-0123	22/23 TITLE I - ABATE - SUPPLIES - P&F ENGAGE	\$1,251.00
F 2110.544-057-0123	22/23 TITLE I - CATARACT - SUPPLIES - P&F ENGAGE	\$380.00
F 2110.544-058-0123	22/23 TITLE I - H/P - SUPPLIES - P&F ENGAGE	\$514.00
F 2110.544-059-0123	22/23 TITLE I - KALFAS - SUPPLIES - P&F ENGAGE	\$1,022.00
F 2110.544-060-0123	22/23 TITLE I - MAPLE - SUPPLIES - P&F ENGAGE	\$939.00
F 2110.544-061-0123	22/23 TITLE I - BBPS - SUPPLIES - P&F ENGAGE	\$1,327.00
F 2110.544-079-0123	22/23 TITLE I - CATH ACAD - SUPPLIES - P&F ENGAGE	\$725.00
F 2110.544-084-0123	22/23 TITLE I - CTK - SUPPLIES - P&F ENGAGE	\$140.00
F 2110.800-096-0123	22/23 TITLE I - ERS	\$402.00
F 2110.802-096-0123	22/23 TITLE I - TRS	\$2,379.00
F 2110.803-096-0123	22/23 TITLE I - FICA	\$1,969.00
F 2810.133-056-0123	22/23 TITLE I - COUNSELOR - ABATE	\$170,100.00
F 2810.133-058-0123	22/23 TITLE I - COUNSELOR - HYDE PARK	\$54,536.00
F 2810.133-059-0123	22/23 TITLE I - COUNSELOR - KALFAS	\$107,814.00
F 2810.133-060-0123	22/23 TITLE I - COUNSELOR - MAPLE	\$103,421.00
F 2810.133-061-0123	22/23 TITLE I - COUNSELOR - BBPS	\$76,128.00
F 2810.133-065-0123	22/23 TITLE I - COUNSELOR - 79TH	\$103,421.00
Total Title I:		\$3,999,884.00

Account Description	Budget	
F 2110.132-098-4323	22/23 TITLE IIA - PER DIEM	\$16,500.00
F 2110.133-098-4323	22/23 TITLE IIA - INST. COACH - DIST WIDE	\$216,069.00
F 2110.138-014-4323	22/23 TITLE IIA - TSA - DIST WIDE	\$97,905.00
F 2110.140-098-4323	22/23 TITLE IIA - SCH B	\$24,824.00
F 2110.404-079-4323	22/23 TITLE IIA - PRCHD SRVCS - CATH ACAD	\$5,250.00
F 2110.404-084-4323	22/23 TITLE IIA - PRCHD SRVCS - CTK	\$975.00
F 2110.404-098-4323	22/23 TITLE IIA - PRCHD SRVCS	\$10,000.00
F 2110.409-079-4323	22/23 TITLE IIA - TRAVEL - CATH ACAD	\$3,178.00
F 2110.409-098-4323	22/23 TITLE IIA - TRAVEL	\$34,250.00
Total Title IIA:		\$408,951.00

Account Description	Budget
F 2110.132-098-0223	22/23 TITLE IV - PER DIEM \$14,950.00
F 2110.133-049-0223	22/23 TITLE IV - INST. COACH - GPS \$41,368.00
F 2110.133-050-0223	22/23 TITLE IV - INST. COACH - LPS \$41,368.00
F 2110.133-056-0223	22/23 TITLE IV - INST. COACH - ABATE \$20,684.00
F 2110.138-098-0223	22/23 TITLE IV - CLASS. TECH INTEGRATOR \$103,421.00
F 2110.140-098-0223	22/23 TITLE IV - SCH B \$20,194.00
F 2110.404-079-0223	22/23 TITLE IV - PRCHD SRVCS - CATH ACAD \$6,183.00
F 2110.404-098-0223	22/23 TITLE IV - PRCHD SRVCS \$35,000.00
F 2110.409-098-0223	22/23 TITLE IV - TRAVEL \$16,119.00
F 2110.540-084-0223	22/23 TITLE IV - SUPPLIES - CTK \$715.00
Total Title IV:	\$300,002.00

**6.03** Approval of Acceptance of Funds for 2022/2023 Federal Idea (Education of Students With Disabilities Act) Funding – Part B, Section 611 ([SG 1](#))

WHEREAS, The Federal Government, through the State Education Department, has made funds available for ESEA Section 611 – Federal IDEA Funding for the Education of Students with Disabilities Grant; and

WHEREAS, Section 611 allocates money to school districts for the purpose of providing supportive services to students with disabilities; and

WHEREAS, Examples of the kinds of services funded under this legislation include consulting services, staff in-service and curriculum development; and

WHEREAS, Official notification of approval of the application and award in the amount of \$2,144,903.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2022/2023 Federal IDEA Funding for the Education of Students with Disabilities Grants – Section 611; and be it further

RESOLVED, that the grant award of \$2,144,903.00 be credited to revenue account code F4256.070.23; and be it further

RESOLVED, that the money be expended from the following function/object codes:

Account Description	Budget
F 2250.132-098-0723	22/23 IDEA 611 - PER DIEM \$65,095.00
F 2250.133-014-0723	22/23 IDEA 611 - TSA - CENTRAL OFFICE \$200,699.00
F 2250.133-045-0723	22/23 IDEA 611 - TCHR - NFHS \$312,737.00
F 2250.133-050-0723	22/23 IDEA 611 - PSYCH. - LPS \$55,461.00
F 2250.133-056-0723	22/23 IDEA 611 - TCHR - ABATE \$49,734.00
F 2250.133-057-0723	22/23 IDEA 611 - TCHR - CATARACT \$166,277.00
F 2250.133-065-0723	22/23 IDEA 611 - TCHR - 79TH \$66,143.00
F 2250.133-079-0723	22/23 IDEA 611 - TCHR - CATH. ACAD. \$12,433.00
F 2250.133-098-0723	22/23 IDEA 611 - TCHR - NEW DW \$56,000.00
F 2250.138-014-0723	22/23 IDEA 611 - CSE CHAIRPERSON \$102,462.00
F 2250.140-098-0723	22/23 IDEA 611 - SCH. B \$18,105.00
F 2250.143-049-0723	22/23 IDEA 611 - TA - GPS \$32,903.00



F 2250.143-056-0723	22/23 IDEA 611 - TA - ABATE	\$32,903.00	
F 2250.143-057-0723	22/23 IDEA 611 - TA - CATARACT	\$40,101.00	
F 2250.143-058-0723	22/23 IDEA 611 - TA - H/P	\$20,051.00	
F 2250.143-061-0723	22/23 IDEA 611 - TA - NSS	\$40,101.00	
F 2250.147-045-0723	22/23 IDEA 611 - PSA - NFHS	\$95,435.00	
F 2250.147-049-0723	22/23 IDEA 611 - PSA - GPS	\$42,794.00	
F 2250.147-058-0723	22/23 IDEA 611 - PSA - H/P	\$42,794.00	
F 2250.147-065-0723	22/23 IDEA 611 - PSA - 79TH	\$42,794.00	
F 2250.164-014-0723	22/23 IDEA 611 - CLERICAL	\$117,224.00	
F 2250.177-045-0723	22/23 IDEA 611 - CLASS. ASSOC. - NFHS	\$48,412.00	
F 2250.177-061-0723	22/23 IDEA 611 - CLASS. ASSOC. - NSS	\$20,591.00	
F 2250.404-098-0723	22/23 IDEA 611 - PRCH SRVCS	\$281,517.00	
F 2250.409-098-0723	22/23 IDEA 611 - TRAVEL	\$1,170.00	
F 2250.540-079-0723	22/23 IDEA 611 - SUPPLIES - CATH. ACAD.	\$9,233.00	
F 2250.540-084-0723	22/23 IDEA 611 - SUPPLIES - CTK	\$7,916.00	
F 2250.540-098-0723	22/23 IDEA 611 - SUPPLIES	\$4,000.00	
F 2250.540-100-0723	22/23 IDEA 611 - SUPPLIES - BFLO ACAD. VISUAL TECH		\$1,319.00
F 2250.803-096-0723	22/23 IDEA 611 - FICA	\$47,578.00	
F 2820.133-045-0723	22/23 IDEA 611 PSYCHOLOGIST - NFHS	\$110,921.00	
Total IDEA 611:		\$2,144,903.00	

#### ABSTRACT

1. School District – Niagara Falls City School District
2. Title of Project – Federal IDEA Funding for the Education of Students with Disabilities Grant
3. Funding Source – State Education Department
4. Total Budget, Section 611 - \$2,144,903.00
5. Total Staff, Section 611 – 29.00
6. Number of Clients Served – 1476
7. Objectives:
  - Increase the number of students passing the Standards
  - Increase the number of students receiving a Regents 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

#### 6.04 Approval of Acceptance of Funds for the 2022/2023 Statewide Universal Full-Day Pre-Kindergarten (SUFDPK) Grant [\(SG 1\)](#)

WHEREAS, The New York State Governors Office has allocated \$289,131.00 to the Niagara Falls City School District to implement the Statewide Universal Full-Day Pre-Kindergarten (SUFDPK) program; and

WHEREAS, Through the funding of the SUFDPK Grant, the Niagara Falls City School District is slated to service 40 children; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$289,131.00 has been received, therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2022/2023 Statewide Universal Pre-K (SUPK) Grant; and be it further

RESOLVED, that the grant award in the amount of \$289,131.00 be credited to revenue code F3289.320.23, and be it further

RESOLVED, that the money be expended from the following codes:

Account Description	Budget
F 2510.133-058-3223	22/23 SUPK - TCHR - H/P \$206,842.00
F 2510.177-058-3223	22/23 SUPK - CLASS ASSOC - H/P \$82,289.00
Total SUFDPK Budget	\$289,131.00

Revenue Code: F3289.320.23

#### ABSTRACT

1. School District – Niagara Falls City School District
  2. Title of Project –Statewide Universal Full-Day Pre-Kindergarten (SUFDPK)
  3. Funding Source – New York State Legislature
  4. Total Budget - \$289,131.00
  5. Total Staff – 6
  6. Number of Clients Served: 40
  7. Major Objectives / Activities / Evaluation
    - All three- and four-year old students 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.
    - Demonstrate increasing independence.
- 6.05** Approval of Acceptance of Funds for the 2023/2024 Head Start/Early Head Start Grant (Forthcoming) ([SG 1](#))

Item 6.06 was approved on a motion by

**6.06** Approval of School Election Procedures, Polling Sites, and Designation of Day and Time of Public Hearing on School Budget for The City School District of The City of Niagara Falls, Niagara County, New York ([SG 4](#))

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, 2023; 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 2023 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 5, 2022, at 7:00 p.m. at Niagara Falls School District Administration Building (Board Room), located at 630 66th Street, 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, 2023, at 11:00 o'clock a.m. to 8 o'clock p.m. (E.D.S.T.) for the following purpose:

1. To elect two members to the Board of Education, who will each serve a full five (5) year term commencing July 1, 2023.
2. To adopt the annual budget of the school district for the fiscal year 2023/24 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 shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 11:00 o'clock until 8:00 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 February 23, 2023 Regular Meeting. A list of such school election district polling site for each shall be as set forth in Schedule **SCHEDULE A**

**2023 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 <sup>th</sup> 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.	9501 Colvin Blvd.
5		*6 , 7	Geraldine J. Mann School	1330 – 95 <sup>th</sup> Street
6		*9 , 10	79 <sup>th</sup> Street School	551 – 79 <sup>th</sup> Street

7		<b>*12</b>	Community Education Center	6040 Lindbergh Ave.
8	4 <sup>th</sup>	<b>*1</b>	St. John AME Church	917 Garden Ave.
9		<b>*2 , 4</b>	V.F.W. Post 917	2435 Seneca Ave.
10		<b>*3</b>	Wrobel Towers	800 Niagara Ave.
11		<b>*5 , 6</b>	Niagara Falls Public Library	1425 Main Street
12		<b>*7 , 8</b>	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
13	5 <sup>th</sup>	<b>*1 , 2, 3</b>	Maple Ave School	952 Maple Ave
14		<b>*4</b>	Spallino Towers	720 Tenth Street
15		<b>*5 , 6</b>	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
16	6 <sup>th</sup>	<b>*1</b>	Hyde Park School	1620 Hyde Park Blvd.
17		<b>*2</b>	Gaskill Prep School	910 Hyde Park Blvd.
18		<b>*3 , 4 , 8</b>	Cristoforo Columbo Society	2223 Pine Ave.
19		<b>*5</b>	City Hall	745 Main Street
20		<b>*6 , 7</b>	Bloneva Bond School	2513 Niagara Street
21		<b>*9</b>	Packard Court Center	4300 Pine Ave.
22		<b>*10</b>	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, 2023) 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: February 23, 2023

Judith Glaser, Clerk of the Board of Education

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
NOTICE OF ANNUAL SCHOOL DISTRICT  
PUBLIC HEARING ON BUDGET VOTE AND SCHOOL BOARD ELECTION

NOTICE IS HEREBY GIVEN that a Public Hearing for the voters of the City School District of the City of Niagara Falls 2023-24 budget and expenditure of funds vote will be held on Thursday, May 4, 2023, at 7:00 p.m., at the City of Niagara Falls City School District Administration Building (Board Room), located at 630 66th Street, 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, 2023-24, 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 May 4th 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 May 4rd 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, 2023, at 11:00 o'clock a.m. (E.D.S.T.) to 8:00 p.m. for the following purposes:

1. To elect two members to the Board of Education, who will each serve a full five-year term of office commencing July 1, 2023. 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, 2023. 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 2023/24 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 11:00 o'clock a.m. until 8:00 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 January 18, 2023. Polling sites for the election/budget vote to be held on May 16, 2023, are listed at the end of this notice.

TAKE FURTHER NOTICE that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year 2023/24 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 2023-2024 budget submitted to the Annual Meeting on May 16, 2023, 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, 2023 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, 2023 until the day of election, May 16, 2023.

2023 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 – 66th 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. 9501 Colvin Blvd.
5		*6 , 7	Geraldine J. Mann School 1330 – 95th Street
6		*9 , 10	79th Street School 551 – 79th Street
7		*12	Community Education Center 6040 Lindbergh Ave.
8	4th	*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	5th	*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	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	Bloneva Bond 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 14 2023

Items 6.07 through 6.12 were approved on a motion by Rob Bilson, second by Earl F Bass. Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.07** Second Amended: Approval of Second Amended Agreement with the Lasalle Early Childhood Center, Inc. Prekindergarten – for A 4-Year Old Program for Universal Pre-School Site 2022-2023 ([SG 3](#))

WHEREAS, The Universal Prekindergarten regulations require that an LEA receiving Universal Prekindergarten funding provide an allocation of funds for Universal Prekindergarten Programs provided by community-based organizations in accordance with Part 151-1 of the Education Law; and

WHEREAS, The regulations require that the LEA, by resolution duly adopted, execute contracts with qualified and competent agencies for instruction of four-year old students; and

WHEREAS, The City School District of the City of Niagara Falls (the District), as an LEA, received Universal Prekindergarten funding and provided an allocation of funds to the LaSalle Early Childhood Center, a qualified and competent agency, according to a contract amended by the District on October 20, 2022, which it now wishes to further amend; and

WHEREAS, The Amended Agreement with LaSalle Early Childhood Center approved by the Board at its October 20, 2022 meeting provided for payment of \$109,500.00 for services to be performed; and

WHEREAS, This Second Amendment of the 2022 Agreement will provide for an additional \$10,000.00 for total of \$119,500.00.00 for services to be performed, and

WHEREAS, A decision to approve the Second Amended Agreement is necessary at this time in order to continue Agreement he 2022/2023 school year with an executed Contract, therefore be it

RESOLVED, That the second amended agreement between the City School District of the City of Niagara Falls and LaSalle Early Childhood Center, Inc. for a four-year old program for Universal Prekindergarten Program attached and is hereby approved, and be it further

RESOLVED, That the second amended agreement is subject to such modifications as the Superintendent and/or school District Attorney deem appropriate, and be it further

RESOLVED, That the President of the City School District of the City of Niagara Falls Board of Education be authorized to execute attached second amended agreement, and be it further

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

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

This Second Amended Agreement, made February 23, 2023, 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 2022-23 school year, commencing on or about September 1, 2022, and ending on or about June 30, 2023, 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. The School District will pay the Agency an additional \$10,000.00 for a total of \$119,500.00 for services to be performed. The balance of \$75,700.00, inclusive of the additional amount is to be paid in 5 monthly installments of \$15,140.00, provided the Agency submits proper invoices and documentation for the auditor to release payment, commencing with September 30, 2022, to service Universal Prekindergarten students. 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 second amended 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 Second Amended Agreement.

6. This Second Amended Agreement shall commence September 1, 2022 and terminate June 30, 2023 provided, however, that in the event the Agency is unable to enroll 18 students or fails to maintain such enrollment then in either event the District, at its option, may terminate this Second Amended Agreement sooner by giving the Agency 30 days written notice to terminate and this Second Amended Agreement shall terminate at the expiration of such 30 days.

7. This Second Amended 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

**6.08** Approval of Contract for Consulting Services Between The City School District of the City of Niagara Falls and the Niagara Alliance for Restorative Practices, Inc. (February 1, 2023 – June 30, 2023) ([SG 1](#))

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Niagara Alliance for Restorative Practices, Inc. to provide training on the use of restorative circles in classrooms; and

WHEREAS, The Niagara Alliance for Restorative Practices, Inc. has extensive experience in promoting positive school culture and peer mediation to resolve student conflicts; and

WHEREAS, The District wishes to again enter into Contract with the Niagara Alliance for Restorative Practices, Inc. to provide three (3) full day trainings on Restorative Practices including Restorative Circles; and

WHEREAS, District Administration has negotiated a new Contract with the Niagara Alliance for Restorative Practices, Inc. for a cost not to exceed \$6,000.00 for period effective 2-1-2023 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Alliance for Restorative Practices, Inc. to provide three (3) full day trainings at a sum not to exceed \$6,000 for the period February 1, 2023 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR

THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

THIS AGREEMENT, made this 23RD day of February 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and the Niagara Alliance for Restorative Practices, Inc., 5585 Mapleton Road, Lockport, NY 14094.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages the Niagara Alliance for Restorative Practices, Inc. as an independent contractor to render to the District professional services regarding implementation of the STOP School Violence Grant, Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. The Niagara Alliance for Restorative Practices, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Niagara Alliance for Restorative Practices, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the STOP School Violence Grant, Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (February 1, 2023 to June 30, 2023), including:

- Three (3) full day trainings to staff members on Restorative Practices
- All instructional materials needed for implementation of Restorative circles
- Instructors for the trainings
- Trainings will be at elementary, prep, and high school level

All of the functions will be performed by the Niagara Alliance for Restorative Practices, Inc. and shall be coordinated with the Program Director and/or District Administration. The Niagara Alliance for Restorative Practices, Inc. possesses a thorough knowledge of mental health trainings as they relate to the implementation of the STOP School Violence Grant, Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School Based Mental Health Services Grant Objectives.

3. Relationship Between the Parties. The Niagara Alliance for Restorative Practices, Inc. shall not be an employee of the District. The Niagara Alliance for Restorative Practices, Inc. 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 Niagara Alliance for Restorative Practices, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay the Niagara Alliance for Restorative Practices, Inc. for services hereunder a sum not to exceed \$6,000 for three (3) full day trainings to staff members on Restorative Practices. The District shall pay \$2,000 after completion of each training for a total sum not to exceed \$6,000 by June 30, 2023. Payment checks payable to the order of the Niagara Alliance for Restorative Practices, Inc. shall be deemed full payment to and acquittance by the Niagara Alliance for Restorative Practices, Inc..

5. Indemnification. To the fullest extent permitted by law, the Niagara Alliance for Restorative Practices, Inc. 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 Niagara Alliance for Restorative Practices, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Niagara Alliance for Restorative Practices, Inc. is 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 February 1, 2023 to June 30, 2023, 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 the Niagara Alliance for Restorative Practices, Inc. under this Agreement are unique and personal. Accordingly, the Niagara Alliance for Restorative Practices, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC. Bonnie Kane, Ph.D. Co-Founder

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS Russell Petrozzi President, Board of Education

**6.09** Approval of Contract for Consulting Services between The City School District of the City of Niagara Falls and The Mental Health Advocates of Western New York (February 1, 2023 – June 30, 2023) ([SG 1](#))

WHEREAS, The City School District of the City of Niagara Falls is committed to ongoing professional development for staff members in the area of student mental health; and

WHEREAS, In previous school years, the District has contracted with the Mental Health Advocates of Western New York to provide mental health programming at the elementary level; and

WHEREAS, The Mental Health Advocates of Western New York has extensive experience in the mental health challenges that youth face today and how to respond effectively to students in a mental health crisis; and

WHEREAS, The District wishes to again enter into Contract with The Mental Health Advocates of Western New York to provide four (4) full day trainings on Youth Mental Health First Aid; and

WHEREAS, District Administration has negotiated a new Contract with the Mental Health Advocates of Western New York for a cost not to exceed \$10,000.00 for period effective 2-1-2023 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and The Mental Health Advocates of Western New York to provide four (4) Youth Mental Health First Aid Trainings at a sum not to exceed \$10,000.00 for the period February 1, 2023 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
THE MENTAL HEALTH ADVOCATES OF WESTERN NEW YORK

THIS AGREEMENT, made this 23RD day of February 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and The Mental Health Advocates of Western New York, 1021 Broadway Street, Fifth Floor, Buffalo, New York 14212.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages The Mental Health Advocates of Western New York as an independent contractor to render to the District professional services regarding implementation of the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. The Mental Health Advocates of Western New York hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Mental Health Advocates of Western New York shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (February 1, 2023 to June 30, 2023), including:

- Four (4) full day trainings to staff members on Youth Mental Health First Aid
- All instructional materials needed for Youth Mental Health First Aid
- Instructors for the trainings and include all travel expenses
- Trainings may be in-person or virtual

All of the functions will be performed by The Mental Health Advocates of Western New York and shall be coordinated with the Program Director and/or District Administration. The Mental Health Advocates of Western New York possesses a thorough knowledge of mental health trainings as they relate to the implementation of the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School Based Mental Health Services Grant Objectives.

3. Relationship Between the Parties. The Mental Health Advocates of Western New York shall not be an employee of the District. The Mental Health Advocates of Western New York 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 Mental Health Advocates of Western New York is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay The Mental Health Advocates of Western New York for services hereunder a sum not to exceed \$10,000.00 for four (4) full day trainings to staff members on Youth Mental Health First Aid. The District shall pay \$2,500 after completion of each training for a total sum not to exceed \$10,000.00 by June 30, 2023. Payment checks payable to the order of The Mental Health Advocates of Western New York shall be deemed full payment to and acquittance by The Mental Health Advocates of Western New York.

5. Indemnification. To the fullest extent permitted by law, The Mental Health Advocates of Western New York 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. The Mental Health Advocates of Western New York shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Mental Health Advocates of Western New York is 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 February 1, 2023 to June 30, 2023, 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 The Mental Health Advocates of Western New York under this Agreement are unique and personal. Accordingly, The Mental Health Advocates of Western New York 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 Contract. This Contract 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 Contract on the date and year first above written.

THE MENTAL HEALTH ADVOCATES OF WESTERN NEW YORK

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

**6.10** Approval of Contract Between The City School District of The City of Niagara Falls and Via Evaluation, Inc. for Professional Evaluation Services Required for the Student Mental Health Supports Grant Programming (February 1, 2023 – June 30, 2023) [\(SG 3\)](#)

WHEREAS, The District wishes to again hire an independent evaluation company to render professional services associated with the mandatory independent evaluation required of the Student Mental Health Supports Grant awarded by the New York State Office of Mental Health; and

WHEREAS, The District previously hired Via Evaluation, Inc. as an independent consultant to render the professional evaluation services required for various grants including the 21st Century Preparatory, Family and Community Engagement, and Mental Health Professional Demonstration Grants; and

WHEREAS, A new Contract has been negotiated with Via Evaluation, Inc. for a period from February 1, 2023 through June 30, 2023, at a fee not to exceed \$50,000 payable in two equal installments of \$25,000; 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 at a cost not to exceed \$50,000 for period February 1, 2023 through June 30, 2023 attached hereto, be and the same is hereby 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  
VIA EVALUATION, INC.

THIS AGREEMENT, made this 23RD day of February, 2023 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., 325 Delaware Avenue, Suite 100, 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 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 Student Mental Health Supports Grant awarded by the New York State Department of Mental Health
- 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.

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 in sum to exceed \$50,000 payable in two equal installments of \$25,000 on April 1, 2023 and June 15, 2023. The Second



Party shall submit invoices quarterly on the dates herein stated.. 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, the City School District of the City of Niagara Falls, as additional party 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 February 1, 2023 and terminate June 30, 2023, 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

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Jessica Aungst Weitzel  
President, Via Evaluation, Inc.

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Board President Russell Petrozzi

**6.11** Approval of Contract Between The City School District of The City Of Niagara Falls and Melinda A. Scime, Psychologist, PLLC for Additional Professional Mental Health and Consultation Services (February 1, 2023 – June 30, 2023) ([SG 1](#))

WHEREAS, The District proposes to hire a mental health services company to render additional professional services in the area of mental health counseling to fulfill objectives for individual student counseling and family counseling at Niagara Falls High School and at five (5)

elementary schools: 79th Street, Maple Avenue, Hyde Park, Cataract, and GJ Mann. pursuant to the Mental Health Professional Demonstration Grant ; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 2/1/23 – 6/30/23 at a fee not to exceed \$15,000.00 to be billed at the end of each month for \$3,000; 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 and is hereby 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

MELINDA A. SCIME, PSYCHOLOGIST, PLLC

THIS AGREEMENT, made this 23rd Day of February, 2023 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, 779 Cayuga Street, Suite D, Lewiston, NY 14092, 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 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 (Tier 2 and Tier 3 social/emotional interventions) based on school referral and screening by the first party and the second party pursuant to goals and objectives of the Mental Health Services Demonstration Grant at Niagara Falls High School and at five (5) elementary schools: 79th, Maple Ave, Hyde Park, Cataract, and GJ Mann.
  - b. Niagara Falls High School will receive 3-6 additional hours per week for February 1, 2023 – June 30, 2023.

- c. For the five (5) elementary schools (79th, Maple, Hyde Park, Cataract, and GJ Mann), each school will receive 1-3 additional hours per week based on need.
- d. Each school will receive direct support services and programming will run for throughout the summer.
- e. Participation in school based S.T.A.R.T team meetings at Niagara Falls High School and at the five elementary schools mentioned above upon request for appropriate individualized behavioral intervention services.
- f. Participation in advisory meetings.
- g. Family counseling offered at Niagara Falls High School and at five (5) elementary schools: 79th, Maple Ave., Hyde Park, Cataract, and GJ Mann.

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, a sum not to exceed \$15,000, paid at the end of each month for \$3,000 of February, March, April, May and June 2023. The second party shall submit invoices for services rendered monthly. The second party shall deem payment checks payable to the order of the second party full payment to, and acquaintance.
- 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.
- 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 February 1, 2023 through June 30, 2023, 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

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Melinda A. Scime, Ph.D.

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Board President

**6.12** Approval of Contract for Consulting Services Between The City School District of the City of Niagara Falls and Bestself Behavioral Health, Inc. (February 1, 2023 – June 30, 2023) ([SG 1](#))

WHEREAS, The City School District of the City of Niagara Falls is committed to providing social emotional support and mental health interventions to students; and

WHEREAS, In previous school years, the District has contracted with outside organizations to provide licensed mental health counselors to students and families through the Mental Health Professional Demonstration Grant to fulfill grant objectives; and

WHEREAS, BestSelf Behavioral Health, Inc. has extensive experience in individual and group counseling, crisis intervention, and the use of evidence-based curriculum; and

WHEREAS, The District wishes to enter into Contract with BestSelf Behavioral Health, Inc. to provide a mental health coordinator/counselor; and

WHEREAS, District Administration has negotiated a new Contract with BestSelf Behavioral Health, Inc. for a cost not to exceed \$45,000.00 for period effective 2-1-2023 and to terminate 6-30-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and BestSelf Behavioral Health, Inc. to provide mental health support and interventions to

students and families in the school district at a sum not to exceed \$45,000.00 for the period February 1, 2023 through June 30, 2023, attached hereto, be hereby 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 of Education.

CONTRACT FOR PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
BESTSELF BEHAVIORAL HEALTH, INC.

THIS AGREEMENT, made this 23RD day of February 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and BestSelf Behavioral Health, Inc., 255 Delaware Avenue, Suite 300, Buffalo, New York 14202.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages BestSelf Behavioral Health, Inc. as an independent contractor to render to the District professional services regarding implementation of the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant. BestSelf Behavioral Health, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: BestSelf Behavioral Health, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School-Based Mental Health Services Grant for the school year (February 1, 2023 to June 30, 2023), including:

- Individual and group counseling to referred students
- Monitor programming designed to increase social emotional development of participants which align with the District, School and Grant goals/objectives
- Meet regularly with school staff and the project director for the mental health grants

- Work collaboratively with the District and School support teams
- Provide crisis intervention to students in need and link families to outside resources

All of the functions will be performed by BestSelf Behavioral Health, Inc. and shall be coordinated with the Program Director and/or District Administration. BestSelf Behavioral Health, Inc. possesses a thorough knowledge of mental health interventions as they relate to the implementation of the Mental Health Professional Demonstration Grant, Student Mental Health Supports Grant, and School Based Mental Health Services Grant Objectives.

3. Relationship Between the Parties. BestSelf Behavioral Health, Inc. shall not be an employee of the District. BestSelf Behavioral Health, Inc. 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. BestSelf Behavioral Health, Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay BestSelf Behavioral Health, Inc. for services hereunder a sum not to exceed \$45,000.00. The District shall pay \$45,000.00 in two installments of \$22,500 on April 30, 2023 and June 30, 2023. Payment checks payable to the order of BestSelf Behavioral Health, Inc. shall be deemed full payment to and acquittance by BestSelf Behavioral Health, Inc.

5. Indemnification. To the fullest extent permitted by law, BestSelf Behavioral Health, Inc. 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. BestSelf Behavioral Health, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. BestSelf Behavioral Health, Inc. is 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 February 1, 2023 to June 30, 2023, 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 BestSelf Behavioral Health, Inc. under this Agreement are unique and personal. Accordingly, BestSelf Behavioral Health, Inc. 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 Contract. This Contract 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 Contract on the date and year first above written.

BESTSELF BEHAVIORAL HEALTH, INC.      CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Elizabeth Woike-Ganga

Items 6.13 and 6.14 were approved on a motion by Earl F Bass, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.13** 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 ([SG 4](#))

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 \$2,500.00 per month for twelve (12) 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 Five Thousand Dollars (\$5,000.00) per month for 12 months, upon verification by the Administrator for School Business Services of services rendered; therefore, be it

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.

#### CRIME PREVENTION COLLABORATIVE PROGRAM

THIS AGREEMENT made as of the first day of January 2023, 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 multi-systemic 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.

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 twelve-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 1, 2023 and will be in effect until December 31, 2023.

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 Youth Reporting Center Global, Inc.

c. Reimbursement by Social Services to the District shall be in the sum of \$30,000.00 on March 1, 2023 for the services provided from March 1, 2023 through February 28, 2024.

d. For the services provided in 2023, Social Services shall reimburse the District in two payments in the amount of \$15,000.00, payable on July 15, 2023 and December 15, 2023.

FIFTH: The District shall enter into an Agreement with the Youth Reporting Center Global, Inc..which shall provide among other provisions for the following:

1. Payment to the Youth Reporting Center Global, Inc., 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 Youth Reporting Center Global, Inc. 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.

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.

**6.14 Approval of Agreement Between The City School District of The City Of Niagara Falls and Buffalo Federation of Neighborhood Centers for Consulting Services on the Area of Multi-Systemic Crime Prevention 3/1/2023 – 2/28/2024 (SG 4)**

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 Five Thousand Dollars (\$5,000) per month for twelve (12) months not to exceed the total sum of Sixty Thousand Dollars (\$60,000); 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 \$2,500 per month commencing the 1st day of the month, for services rendered for the previous month, commencing the 1st day of the month of March 2023 and continuing thereafter with the last payment on the 28th day of February 2024; 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

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 23th day of February 2023, 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, 45 Jewett Pkwy, Ste. 250, Buffalo, NY 14214 (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.
- 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 March 1, 2023, through February 28, 2024. Payment shall be made as follows: the sum of \$5,000 on the first day of each month commencing on the 1st day of the month of March 2023 and continuing on the 1st day of each and every month thereafter until the 28th day of February 2024, 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 payable in equal monthly installments of \$2,500 or fails to make its monthly payment of \$2,500 then and in such event the District shall pay the Second Party the sum of \$2,500 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.

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, 2023, through February 28, 2024, 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.

Items 6.15 was approved on a motion by Earl F Bass, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.15 Approval of Continuation of Contract for Professional Consultant Services by Independent Contractor Between The City School District of the City Of Niagara Falls, New York and Niagara University for Adult English As A New Language Program (ENL) (1/21/2023 Through 3/25/2023) (SG 4)**

WHEREAS, the Adult ENL Program will have a great impact on literacy related to parent engagement in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to continue to provide Adult ENL for academic literacy and experience, for parents and guardians, and to contract with Niagara University to provide services to continue such higher educational experiences for adults enrolled in English as a New Language.

WHEREAS, The Administration negotiated a Contract with Niagara University for it to provide an academic course of literacy activities and family engagement experiences tailored to the ENL parents and guardians for a not to exceed agreed upon fee of \$15,000.00 payable in one payment.

WHEREAS, The Agreement shall be effective for a term commencing February 23, 2023 and ending March 25, 2023; 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 Adult ENL programming for the 2022-23 School Year; 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 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.

CONTRACT FOR PROFESSIONAL

SERVICES BY INDEPENDENT CONTRACTOR

NIAGARA UNIVERSITY

THIS AGREEMENT, made this 23rd day of February, 2023, 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 Adult English as a New Language program for the 2022-23 School Year for adults and the University hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

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 2022-23 Adult ENL Program:

An academic course offerings during the 2022-23 school year that include college instruction and support services offered by Niagara University staff

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 Assistant Superintendent for Curriculum and Instruction of the District. The University and/or its subcontractor shall possess a thorough knowledge of English Language Arts, the ability to meet with and provide instruction to all adults, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between 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 for its services hereunder a sum not to exceed \$15,000.00 in one payment payable to the order of University on March 27, 2023. Invoices shall be submitted by the University on the date herein stated. The University shall deem payment checks payable to the order of the University full payment to, and acquittance.

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 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. Terms of Agreement. This contract shall be effective from February 23, 2023 to March 25, 2023 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 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.

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 of year first above written.

Item 6.16 was approved on a motion by Earl F Bass, second by Rob Bilson.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.16** Approval of a Project Labor Agreement for Construction of The City School District of The City of Niagara Falls 2023 Capital Projects: A Breath of Fresh Air and American Rescue Plan Capital Improvement Project ([SG 3](#))

#### BACKGROUND INFORMATION:

The City School District of the City of Niagara Falls (the “District”), in continuing its policy of maintaining and renovating its facilities, so as to assist its students in learning, has approved and is implementing the 2023 Capital Projects: A Breath of Fresh Air and American Rescue Plan Capital Improvement Project (the “Projects”). The timely and successful completion of the Projects is critical to the District so as to ensure the District can occupy and utilize the renovated and new facilities to be constructed as quickly as possible and with the least disruption of students, staff and the learning environment.

Disputes and/or stoppages on the Projects will, in all likelihood, delay the Projects, prevent the timely utilization of the facilities, and result in financial hardship to the District. In recognition of the need to timely complete the Projects in an orderly and efficient manner, the District reviewed and analyzed the use of a Project Labor Agreement for the construction of the Projects.



A Consultant was retained by the District to determine whether a Project Labor Agreement, negotiated between Buffalo Construction Consultants Inc., Construction Manager for the District, and the Niagara County Building and Construction Trades would be beneficial. The Consultant's report indicates both economic and non-economic benefits would result from the use of the Agreement, which provides, among other things, for establishment of effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise, without Unions and/or union members engaging in strikes, slowdowns or interruptions of work; prohibiting Contractor walkouts; establishing Flex Schedule so as to allow for work to be performed after regular school business hours; furthering public policy objectives

by improving employment opportunities in the construction industry and establishing construction guidelines and procedures to ensure completion of the Projects on time and within budget.

The Superintendent is of the opinion that the use of the Project Labor Agreement would be in the best interest of the District and recommends its approval to the Board.

This action item was prepared by Mr. Mark Laurrie, Superintendent of Schools, and the proposed resolution was reviewed by Mr. Angelo Massaro, School District Attorney.

Mr. Laurrie will answer questions pertaining to this action item.

#### RECOMMENDATION:

A motion is recommended for the following resolution:

#### APPROVAL OF A PROJECT LABOR AGREEMENT FOR CONSTRUCTION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS 2023 CAPITAL PROJECTS: A BREATH OF FRESH AIR AND AMERICAN RESCUE PLAN CAPITAL IMPROVEMENT PROJECT

WHEREAS, The City School District of the City of Niagara Falls (the "District"), in continuing its policy of maintaining and renovating its facilities, so as to assist its students in learning, has approved and is implementing the 2023 Capital Projects: A Breath of Fresh Air and American Rescue Plan Capital Improvement Project (the "Projects"); and

WHEREAS, the timely and successful completion of the Projects is critical to the District so as to ensure the District can occupy and utilize the renovated and new facilities to be constructed as quickly as possible and with the least disruption of students, staff and the learning environment; and

WHEREAS, disputes and/or stoppages on the Projects will, in all likelihood, delay the Projects, prevent the timely utilization of the facilities, and result in financial hardship to the District; and

WHEREAS, in recognition of the need to timely complete the Projects in an orderly and efficient manner, the District reviewed and analyzed the use of a Project Labor Agreement for the construction of the Projects; and

WHEREAS, a Consultant was retained by the District to determine whether a Project Labor Agreement, negotiated between Buffalo Construction Consultants Inc., Construction Manager for the District, and the Niagara County Building and Construction Trades would be beneficial; and

WHEREAS, the Consultant's report indicates both economic and non-economic benefits would result from the use of the Agreement, which provides, among other things, for establishment of effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise, without Unions and/or union members engaging in strikes, slowdowns or interruptions of work; prohibiting Contractor walkouts; establishing Flex Schedule so as to allow for work to be performed after regular school business hours; furthering public policy objectives by improving employment opportunities in the construction industry and establishing construction guidelines and procedures to ensure completion of the Projects on time and within budget; and

WHEREAS, the Superintendent is of the opinion that the use of the Project Labor Agreement would be in the best interest of the District and recommends its approval to the Board; now therefore be it

RESOLVED, that the Board of Education is of the opinion that the use of the attached Project Labor Agreement between Buffalo Construction Consultants, Inc., Construction Manager for the District, and the Niagara County Building and Construction Trades Council, on behalf of its affiliated local unions, for the construction of the District's 2023 Capital Projects: A Breath of Fresh Air and American Rescue Plan Capital Improvement Project, is in the best interest of the District, for the reasons herein stated, and does hereby approve the attached Project Labor Agreement; and be it further

RESOLVED, that the President of the Board of Education be authorized and is directed to execute the Project Labor Agreement; and be it further

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

**The City School District of the City of Niagara Falls  
Project Year/s 2023-2025**

**PROJECT LABOR AGREEMENT**

This project Labor Agreement (hereinafter called the "Agreement") is entered into this 23rd day of February, 2023 by and between Buffalo Construction Consultants, Inc. (Construction Manager) as agent for the City School District of the City of Niagara Falls and the Niagara County Building and Construction Trades Council (hereinafter "Council") on behalf of its affiliated local unions (hereinafter collectively called the "Union", or "Unions").

The owner has engaged Seeler Engineering, P.C. to undertake an analysis of whether to use a Project Labor Agreement ("PLA") that will best serve the interests of the Owner in obtaining the best work at the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest.

The owner has determined that the use of a PLA for the Project will best serve the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and a PLA will foster the achievement of these goals, inter alia, by:

- (1) providing a mechanism for achieving the most cost efficient and effective means of construction, including direct and indirect labor and other cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace on the jobsite for the duration of the covered work;
- (3) standardizing the terms and conditions governing the employment of labor on covered work;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;
- (7) ensuring a reliable source of skilled and experienced labor;
- (8) expediting the construction process, enhancing the Owner's ability to keep existing facilities functional, and otherwise minimizing public inconveniences relating to that construction.

It is understood by the parties to this Agreement that if this Agreement is acceptable to and approved by the Board of Education of the Owner /District; it becomes the policy of the Owner District that the construction work covered by this Agreement shall be awarded to Contractors agreeing to execute and be bound by the terms of this Agreement.

The Unions, the Owner/District and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties.

No Contractor is required to sign any other Union Collective Bargaining Agreement as a condition of performing work within the scope of this Agreement. This is a stand-alone Agreement. No practice, understanding, or agreement between a Contractor and a Union, which is not specifically set forth in this Agreement, shall be binding, unless endorsed in writing by the Owner /District.

It is understood and agreed that Buffalo Construction Consultants, Inc. Construction Manager ("CM"), has signed this Agreement at the behest and direction of the Owner/ District and that nothing herein shall be construed to in any way whatsoever obligate or bind the Owner/District with regard to any of their other work outside of this Project.

## **ARTICLE 1 DEFINITIONS**

Section 1. The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

Section 2. The term "Labor Organization", "Labor Organizations", "Union", as used in this Agreement shall refer to the Niagara County Building and Construction Trades Council and Heat and Frost Insulators Local Union No. 4, Boilermakers Local Union No. 5, Bricklayers Local Union No. 3, Empire State Regional Council of Carpenters Local Union No. 276, Cement Masons Local Union No. 111, Electrical Workers Local Union No. 237, Iron Workers Local Union No. 9, Laborers Local Union No. 91, Millwrights Local Union No. 1163, Operating Engineers Local Union No. 17 and Tech Engineers Local Union No. 17D, Painters and Glaziers District Council #4, Plasterers Local Union No. 9, Plumbers and Steamfitters Local Union No. 22, Roofers Local Union No. 74, Sheet Metal Workers Local Union No. 71, Sprinkler Fitters Local No. 669, Teamsters Local Union No. 449, and the Elevator Constructors Local Union No. 14 pursuant to the terms and conditions of their National Agreement.

Section 3. The term "Construction Manager" or "CM" shall refer to Buffalo Construction Consultants, who has been contracted with by the District as their CM.

Section 4. The term "Project" shall refer to the 2023-2025 Capital Project.

Section 5. The term "Owner" or "District" shall refer to the City School District of the City of Niagara Falls.

## **ARTICLE II PURPOSE**

The City School District of the City of Niagara Falls is committed to the maintenance and upkeep of its dated facilities. Opportunities to perform such work are limited primarily to the summer months when school is not in session.

The timely and successful completion of this Project is critical to the ability of the Owner/District to continue its public service mission. The Project must be kept on schedule to ensure that the Owner /District can occupy the renovated facilities as quickly as possible to accommodate school schedules. Any disputes or work stoppages on this project will in all likelihood cause the Owner/District to miss this occupancy date causing severe financial hardship to the Owner /District. The schedule must remain intact in order that this deadline to be met.

Therefore, it is essential that the construction work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of the Capital Project and to maintain a spirit of harmony, labor management peace and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work on or with respect to the Project site and the Contractors agree not to engage in any lockout on or with respect to the Project site.

The Niagara Falls City School District believes that the proposed Agreement will establish guidelines so that all work will be completed on time and within budget. The Owner/District cannot afford to have any part of this project altered because of cost over runs, or not have the Project completed on schedule. The Agreement will ensure that the Project will have the required number of competent individuals working in their respective trades. It will also put into place the necessary work regulations, flexible time schedules, safety measures, etc. to ensure that the work progresses on schedule.

Finally, the Agreement will make sure that all of the trades work in harmony with Contractors and with one another so the Project can be completed and ready to educate children.

### **ARTICLE III SCOPE OF AGREEMENT**

Section 1. This Agreement, shall apply and is limited to certain construction, as described herein and generally referred to as the Breath of Fresh Air 2022 Capital Project, under the direction of the signatory Contractor(s) and performed by those Contractor(s), of whatever tier, which have contracts awarded for such work after the effective date of This Agreement and its approval by the Niagara Falls City School District Board of Education. This Agreement shall cover and apply to such contracts, which shall be referred to in this Agreement as the "covered work". Covered work shall include the work which is part of the Project (as defined in Article I), less items excluded below.

It is understood by the parties that the Owner/District may at any time and at its sole discretion determine to modify, suspend or not to build any one or more elements of the particular project covered by this Agreement.

Items specifically excluded from the scope of this Agreement (and therefore not part of the covered work).

- (a) Any projects by the Owner/District other than the Project specifically identified in Article I.
- (b) Work by employees of the Owner /District, and work by the Construction Manager, Architects/Engineers, Professional Surveyors employed by the Owner/District or the Architect, Testing and Inspection Firms, and other such professional services organizations.

- (c) Non-project work and/or activity by employees of the Owner/District and any entity engaged in the business of the Owner /District.
- (d) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, safety personnel, emergency medical and first aid technicians, and other professional, engineering administrative, supervisory and management employees.
- (e) Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, handling or fabrication of Project components, the delivery or removal of materials (except redi-mix concrete and all other aggregates and waste removal shall be governed by Article III, Section 1.1 below), equipment or machinery to and from site of Project Work; however, notwithstanding such, dedicated off-site work for which Section 220 of the New York State Labor Law applies and is not excluded from coverage under the Agreement. Further, off-site work defined as covered work under an attached Schedule A shall be subject to Article 5, Section 4 Union Standards.
- (f) Any work performed on or near or leading to or into the site of work covered by this Agreement and undertaken by state, county, town or other governmental bodies, or their contractors; or by public or private utilities or their contractors; and/ or by employees of the Owner /District or one of its subsidiaries, or its contractors (for work which is not part of the scope of this Agreement).
- (g) All non-construction support services performed in connection with this Project.
- (h) All employees of the Owner /District and Construction Manager; all work by Owner's employees, or its Consultants.
- (i) All work associated with fixtures (excluding light fixtures), furnishings, and school furniture and equipment unless specifically provided otherwise in this Agreement.
- (j) Any work done in Owner/District controlled areas of the buildings or site after the Owner/District takes occupancy or early occupancy of an area, phase, or a portion of a phase of the Project.
- (k) All work by the Owner/ District in the nature of emergency repairs, remediation, or maintenance.
- (l) Local deliveries to the project site of redi-mix concrete, and all other aggregates, shall not be subcontracted or assigned except to a person, firm, corporation or entity who observes the standard of wages and benefits provided by the Agreement and set out in Schedule A, with respect to such work. The removal and replacement of dumpsters shall not be subcontracted or assigned except to a person, firm, corporation or entity who observes the standard of wages and benefits provided by the Waste Removal Agreement set out in Schedule A, with respect to such work.

## Section 2.

- (a) The Owner/District, and/or Contractors, as appropriate, have the absolute right to select any qualified contractor for the award of contracts or subcontracts on this Project notwithstanding the existence or non-existence of any agreements between such contractor and any party to this Agreement, provided only that such contractor is willing, ready and able to execute and comply with this Agreement, should it be designated the successful contractor. A Union Prime Contractor may Subcontract to a non-union M/WBE subcontractor or "specialty" subcontractor provided that such non-union subcontractors would be subject to the requirement of the "Tag-Along" provision contained herein.
- (b) It is agreed that all direct subcontractors of a Contractor, of any tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a letter of assent provided by an agent of the subcontractor, prior to commencement of work. An executed copy of the Agreement or letter of assent executed by the Contractor will be forwarded to the President of the Niagara County Building and Construction Trades Council 168 Robinson St., North Tonawanda, NY 14120 to the attention of President Paul Brown.
- (c) Each Contractor will complete the pre-job questionnaire (Schedule B) and conduct a pre-job conference within thirty (30) days prior to the start of work with the appropriate Niagara County Building and Construction Trades prior to the commencing of work. The Owner /District may participate in all such conferences.

### Section 3.

- (a) This Agreement, together with the local Collective Bargaining Agreements listed in the appendix hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement except that the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors ("National Agreements"), shall apply to all work performed under those agreements (except that notwithstanding the foregoing National Agreements, Articles 7, 8 and 9 of this Agreement shall still apply). Where the provisions of this Agreement covers a subject that the provisions of a Schedule A Agreement covers, the provisions of this Agreement shall prevail. If this Agreement is silent on any subject addressed in the applicable Schedule A Agreement, the Schedule A Agreement shall govern. Contractors will not be obligated to sign any other local, area, or national agreement. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.
- (b) Any timely dispute as to the applicable source between this Agreement and any Schedule A provision for determining the wages, hours, and working conditions of employees on the Project shall be resolved in accordance with the grievance and arbitration procedures of this Agreement.

It is understood that this Agreement, together with the referenced Schedule As constitute a self-contained, stand-alone Agreement, the Owner /District and/ or Contractors will not be obligated to sign any other local, area or national agreements.

Section 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures or venues of any such party.

Section 5. It is understood that the Owner/District is a School District operating under the Education Law of the State of New York and charged with the mission of operating public schools. Once this agreement is reviewed and approved by the City School District of the City of Niagara Falls Board of Education, it shall be the policy of the Owner /District that construction work covered by this Agreement shall be awarded to Contractors who agree to execute and be bound by the terms of this Agreement.

Neither the Owner /District nor any of its affiliates or subsidiaries is an employee in the construction industry, and shall not hire or be an employer of any employees hired to work on the Project covered by this Agreement. Further, by virtue of entering into this Agreement, the Owner /District will not become party to any collective bargaining agreements with any signatory or non-signatory labor organizations. For the purposes of this Agreement, the role of the Owner/ District shall be limited to seeking proper approval of this Agreement, to designing bid specifications to require compliance with the terms of this Agreement and to require successful bidders to comply with the terms of this Agreement. Further, it is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner /District in determining which Contractors shall be awarded contracts for segments of this Project included in the covered work under this Agreement. It is also understood that the Owner/District, in its sole, exclusive, and non-reviewable discretion, may, for any reason, cancel, terminate, delay, modify or suspend any work to be performed on this Project, including any and all covered work, in whole or in part.

Further the Owner/District shall not be liable, directly or indirectly, to any party, for any act or omission of any Contractor, the Council, or any Labor Organization, including, but not limited to, any violation or breach of this Agreement by any Contractor, the Council, or any Labor Organization.

Section 6. It is understood that the liability of any Contractor and the liability of the several Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner/District or any Contractor.

Section 7. None of the provisions of this Agreement should be construed to prohibit or restrict the Owner /District or its employees from performing work not covered by this Agreement on or around the construction site. As areas and systems of the covered work on the Project are inspected and tested by the Contractor, and accepted by the Owner/District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Architect, Owner/ District to engage in repairs, modifications, checkout, and/ or warranty functions related to such items or areas required by its contract (s) with the Owner/District, in which case all provisions of this agreement shall be applicable.



**ARTICLE IV**  
**UNION RECOGNITION AND EMPLOYMENT**

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of respective craft employees working on facilities within the scope of this Agreement.

Section 2. The Contractor shall, consistent with Schedules A attached hereto, have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid-off consistent with Section 3(b) of this Article and Article V, Section 3.

Section 3.

(a) Subject to the provisions of this Agreement, the Contractor agrees to hire employees for covered work through the job referral systems provided for below. This job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and Local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article. There shall be no non-productive personnel or featherbedding. Foremen and stewards are to perform work as directed by the contractors. Crew size shall be at the discretion of the contractors. Contractors may use their own employees in key management positions such as Superintendents or Assistant Superintendents. In addition, the Contractor may hire, per craft, two (2) journeypersons referred by the affected trade or craft and may then hire one (1) core employee as a journeyperson who has been regularly employed by that Contractor who meets the minimum qualifications below. That process shall be repeated, two (2) and one (1), until the crew requirements for that craft have been met. Alternatively, a Contractor may request by name and employ members of the Trades for these positions. Selection/referral of other employees shall be in accordance with existing collective bargaining agreements for each trade. A Contractor may request by name, and the Local Union must honor, referral of persons who have applied to the Local Union for Project Work and who meet the following qualifications:

- (1) possess any license required by NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

- (b) In the event a reduction of force is required for such Contractor, the contractor shall determine the order of employee layoff as long as the ratio for "Tag-Along" requirement is maintained.
- (c) Should such Contractor require apprentices, he shall request them from the affected Union. Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ration of not less than 3 to 1 of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a more favorable ratio. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

Subject to the requirements of the Apprenticeship Department of the New York State Department of Labor, the Unions pledge their full support and cooperation to the Owner /District and Contractors to accept into their apprenticeship programs qualified minorities and females so that equal employment opportunity goals, as are contained in the construction bid specification documents, are attained on the Project.

- (d) In the event that a Local Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted) the Contractor may employ applicants from any other available source.
- (e) To assist the Contractors in attaining a maximum effort in connection with Project Work, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority or women apprentices. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

Section 4. For unaffiliated employees nothing in this Agreement requires them to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. Accordingly, union trade workers on the Project remain fully obligated to pay union dues and fees. No employee shall be discriminated against because of the employee's union membership or lack thereof.

Section 5. The Local Union shall not knowingly refer employees to a Contractor under this Agreement who is currently employed by another Contractor working under this Agreement.

Section 6. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor.

Section 7. Except as provided in Section 3(b) of this Article and Article V, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

Section 8. All Foremen shall take orders exclusively from the designed Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractor, except when the applicable Schedule A prohibits the foreman from working when the craft workers he is leading exceeds a specific number. Foreman premium shall be limited to \$3.00/HR over Journeyman rate or that contained in Schedule A, whichever is less.

Section 9. All employees covered by this Agreement shall have received certified 10-hour OSHA training within five (5) years of the date of their assignment to this project, with a requirement for foreman to receive certified 30-hour OSHA training within five (5) years of the date of their assignment to this project.

## **ARTICLE V UNION REPRESENTATION AND STEWARDS**

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the visitor and security and safety rules of the Project, and the Owner/District. Copies of said security and safety rules shall be provided to the President of the Council.

Section 2.

- (a) Each signatory Local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive their regular rate of pay of their respective crafts.
- (b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

- (c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime, except on the basis of a Schedule A which contains a procedure for establishing equitable distribution of overtime.

Section 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

Section 4. On work where the personnel of the Owner/District and/or of Contractors for segments of the Project not covered by the scope of this Agreement may be working in close proximity to the covered work construction activities, the Union agrees that employees will cooperate with efforts to coordinate work activities that are ongoing at the site.

Section 5. The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore, to the extent the work is defined as Project Work under Article 3, Section 1 and defined as covered work under the attached Schedule A's the parties agree that work under this Agreement may be contracted or subcontracted for off-site work only if the employees of that contractor or subcontractor enjoy the same or greater wages and benefits than employees of the appropriate trade employed on Project Work, and under no circumstances shall employees engaged in the off-site fabrication work where it is defined as covered work by an attached Schedule A receive wages and benefits less than that required by this Agreement and its annexed local agreements including, but not limited to, wages, fringe benefits, and any other economic benefits provided therein. The parties recognize and acknowledge that this provision is a legitimate union standards clause and shall be interpreted, applied or enforced so as not to violate Section 8(e) of the NLRA. Disputes, if any, with regard to the interpretation, application and or enforcement of this provision shall be subject to the grievance procedure set forth in Article 9, herein.

## **ARTICLE VI MANAGEMENTS RIGHTS**

Section 1. The Contractor retains the full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the work force, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged for such work. The Contractor may utilize any methods or techniques of construction.

Section 2. Except as otherwise provided by the applicable Schedule A, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools or other labor-saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the Owner may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), or where required to protect a guarantee or warranty, may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required skills or cannot protect a guarantee or warranty offered by the vendor.

Section 3. Except as otherwise expressly stated in this Agreement, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/ or arbitrate the dispute as set forth in Article VIII of this Agreement.

## **ARTICLE VII WORK STOPPAGES AND LOCKOUTS**

Section 1.

- (a) There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements contained in Schedule A) by the Union or by any employees on or with respect to the Project sites. There shall be no lockout by any Contractor on or with respect to the Project sites. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization at or in proximity to the Project construction sites is a violation of this Article.
- (b) Exception to Section 1 a. in the event a signatory employer becomes delinquent in the payment of union dues, service fees and/ or Fund contributions dues solely in the connection with the work on this Project, the signatory union shall notify the employer and give ten (10) days' notice to cure. In the event the employer remains delinquent, the members of a local union may elect to refuse to perform services for the delinquent employer.

Section 2. The Contractor may remove any employee violating Section 1 above and any such employee will not be eligible for referral under this Agreement. The Contractor(s) and the Union(s) shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3.

- (a) If the Contractor contends that any Union has violated this Article or the provisions of Article XIX, Section 3, it will notify the International President(s) in writing of the Local Union(s) involved and the Council. Such notice shall be made by any means, including fax, hand delivery, or overnight delivery. The International President(s) will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.
- (b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Owner/ District setting forth the facts which the Union contends violate the Agreement.

Section 4. Any party, including the District or the CM, who the parties agree is a party in interest for purposes of this Article, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above or Section 3 or Article XIX is alleged:

- (a) A party invoking this procedure shall notify \_\_\_\_\_ whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the following alternates shall be contacted in turn: first, \_\_\_\_\_, and then \_\_\_\_\_. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.
- (b) Upon receipt of said notice, the arbitrator named above or his alternate shall site and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (c) The arbitrator shall notify the parties of the place and time he has chosen for the hearing. Said hearing shall be completed in one (1) session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty- four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of Section 1 above or of Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an

opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand, fax, or overnight delivery upon issuance.

- (e) Such Award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party.

In any proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such an agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's Award shall be served on all parties in the manner designed by the court, or if not designated by the court, it may be served by hand, fax or by overnight delivery to their last known address or fax number.

- (f) Any rights created by statutes or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.
- (g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

Section 5. Procedures contained in Article VIII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VIII to determine only if he way, in fact, engaged in that violation.

Section 6. The Construction Manager and the Owner/District is party in interest in all proceedings arising under this Article and Articles VIII and IX and shall be sent contemporaneous copies of all notifications required under these Articles, and, at their option, may participate as a full party in any proceeding initiated under these Articles.

## **ARTICLE VIII DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Contractors and the Council shall each assign a representative to this Project for the purpose of assisting the Department, The International and Labor Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Section 2. The Contractor, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article and this Agreement.

Section 3. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

- (a) When an employee is subject to the provisions of this Agreement, he shall, through his local Union business representative or job steward, within five (5) work days after the occurrence of a violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) work days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty- eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision (s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five (5) days after resolution has been reached.
- (b) Should the Local Union(s) or Construction Manager or any other Contractor have a dispute with the other party, and, if after conferring, a settlement is not reached within three (3) work days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee compliant.

Step 2. The Business Manager of the involved Local Union or his designee, together with the International Union representative of that Union, if available, the site representative of the involved Contractor, and the labor relations representative of the Construction Manager shall meet within seven (7) work days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

- (a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request in writing within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator. The following shall be the arbitrators for disputes arising under this Agreement:

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The above arbitrators shall be used on a rotation basis, e.g.; the first arbitration under this Agreement shall be heard by \_\_\_\_\_ and the next by \_\_\_\_\_. Should an arbitrator whose turn is next be unable or unwilling to serve, the next name in order shall be the arbitrator. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be born equally by the involved Contractor and the involved Union(s).

- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented to him/her and he shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

Section 5. The Owner/District shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

## **ARTICLE IX JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

## ARTICLE X WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid in accordance with the Prevailing Rate Schedule contained in the Specifications for this project.

All employees covered by this Agreement shall be paid no later than 3:30 p.m. on Friday of each week. Contractors may pay by check provided such Contractors obtain certification from the New York State Department of Labor. Any employee who is discharged or laid-off shall be entitled to receive all accrued wages immediately upon such discharge or layoff.

Section 2.

- (a) Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Schedule A so long as they are consistent with the Section 220 schedule in effect. Except as provided herein, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors not otherwise contractually bound to do so shall not be required to contribute to non-Section 220 benefits, trusts or plans; however, unless this agreement expressly provides otherwise, this provision does not relieve Contractors signatory to local collective bargaining agreements with any Local Union from complying with the benefit requirements for all funds contained in those collective bargaining agreements.
- (b) Contractors who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees for whom this Agreement requires such benefit Payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.
- (c) Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits in connection with its work on the Project Site. The Local Unions and/ or Council shall notify the Construction Manager; the Owner; and the Prime Contractor, Contractor, or Subcontractor signatory to this Agreement whenever the Prime Contractor, Contractor, or Subcontractor fails to make a required benefit payment within 20 days of the due date set forth in the applicable Collective Bargaining Agreement. Such notice shall be made no later than 48 hours after the 20th day from the date the remittance was due. Notification shall be by fax or e-mail at the numbers and e-mail addresses provided prior to the beginning of project work. Such

numbers and e-mail addresses may be revised from time to time by giving notice to the other Party. If written notice of such a delinquency is received by the Construction Manager, Owner, and the Prime Contractor within that 48-hour period, then the Owner, or the Prime Contractor in the case of a delinquent Subcontractor, shall make all future payments due to the delinquent Contractor or Subcontractor by joint check payable to the Union and the Contractor or Subcontractor up to the amounts due for such fringe benefits. The delinquent Contractor or Subcontractor consents to payments being made by joint check to it and the Union until all fringe benefit payments due are current, and the Union notifies the Construction Manager, Owner, and Prime Contractor of such in writing by certified mail return receipt required. If notice of a Contractor's or Subcontractor's failure to make a fringe benefit payment is not received by the Construction Manager, Owner, and Prime Contractor within 48 hours after the 20th day the remittance was due, the Owner, Construction Manager, and Prime Contractor shall have no basis for nor shall they be obligated then and in the future to make payments by joint check with respect to those contributions claimed to be due; however, the delinquent Contractor or Subcontractor shall continue to be obligated with respect to such contributions based on work done. Nothing herein shall result in the Owner and/or the Construction Manager being liable and/or responsible for the payment of such fund contributions alleged to be owed from a signatory Contractor.

(d) Notwithstanding Section 2(A) above,

- (1) Contractors who designate core employees pursuant to Article IV Section 3, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article, and must be consistent with the requirements of Section 220, and any shortfall must be included in the employee's wages.
- (2) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article IV, Section 3 employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.
- (3) Contractors who exercise the option under Paragraph D of this Article to pay into their own private benefit plans rather than the applicable jointly trusteed funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusteed funds designated in Schedule A against any and all benefit/ supplement claims by its employees.

- (4) For contractors who exercise the option under Paragraph D of this Article to pay into their own private benefit plans, any payment otherwise required under any CBA with the exception of those expressly required under Section 220 separate and apart from wages and fringe benefits shall not be required.

The Unions further agree to meet, in a timely fashion, with any Contractor for the purpose of answering any questions germane to the Trust Agreements/Funds of the operations thereof.

- (e) Upon execution of this Agreement (or a letter of assent, as the case may be) the Contractor shall make available to the appropriate Union(s) a complete set of plan documents for each non-schedule A private benefit plan into which contribution may be made pursuant to the provisions of Section 2(b) above. Further, for each core employee on whose behalf contributions are thereafter made to a private benefit plan, evidence of each such contribution shall be provided, upon written request, to the appropriate Union(s) in a form and manner acceptable to the Union(s).
- (f) Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. Accordingly, union trade workers on the Project remain fully obligated to pay union dues and fees. No employee shall be discriminated against because of the employee's union membership or lack thereof.

## **ARTICLE XI**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 1. Work Week and Work Day. The work week shall consist of forty (40) hours, Monday through Friday. The work week will commence at 0001 Monday (12:01 a.m.) and end at 2400 Sunday (Midnight). The standard work day shall consist of eight (8) hours of work, exclusive of a 1/2 hour unpaid lunch period. Premium pay in accordance with applicable New York State law shall be paid. In the event of inclement weather, Saturday may be used as a makeup day at straight time. Recognizing the significant project-specific constraints a contractor may use a 4-10 hour per day (straight time) work week. If working a 4- 10-hour work week Friday may be used as a makeup day paid at straight time.

Section 2. The regular work shift on this Project as provided in this Agreement shall be between the hours of 7:00 a.m. and 3:30 p.m., with a project start time uniformly set for all contractors between 7:00 a.m. and 8:00 a.m., with one half (1/2) hour unpaid lunch period to commence no earlier than three and one-half (3 ½) hours after the start of the shift and no later than five (5) hours after the start of the shift. If operational considerations warrant, the start of the work day may be moved to as early as 6:00 a.m. and as late as 9:00 a.m. by an agent of the Owner/District, provided at least three days' notice is given by

the Contractor to the Union and the affected employees, which notice shall contain the signature of a representative of the Owner /District or its agent. Further changes to the start and finish of the work days or times of the lunch periods may be made by agreement between the involved Union (s) and the Contractor, and such agreement shall not be unreasonably withheld.

Employees shall be at their actual work area ready to commence work at their regularly scheduled starting time. The general practice of workers on project sites such as this project is to leave the shanty at the time work is to start that day, thus easily losing the time it takes to get to the respective work area for the day. Though this might seem at first glance to be negligible, the cumulative loss of time over the course of a 30-month project such as this is significant.

Section 2.1 Flexible Starting Time: If it is necessary for (a) the convenience of the District, (b) to minimize disruption to ongoing school operations, (c) for the safety of students, teachers, administrators, or the public, or (d) to facilitate construction of the project for other reasons, a Contractor may establish a special shift for a crew of any crafts or trades. This flexible starting time may begin at any time between 9a.m. and 5 p.m. at the discretion of the Contractor with the approval of the School District. The notice provisions contained in Section 2 shall apply to any flexible starting time. There shall be no penalty or premium to a Contractor working a flexible starting time. There shall be no intermingling of crews who are on different shift hours to defeat overtime.

Section 3. Overtime. Work performed outside normal working hours during the normal work week and all work performed on Saturdays (subject to Section 1 of this Article XI) , will be paid at time and one-half. Work performed on Sundays and/ or holidays will be paid at double time where required in the applicable Schedule A's. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. Steward overtime work shall be as provided in Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Second/ or Third Shifts - The second shift will normally start between 3:30 p.m. and 7:30 p.m. and the third shift will normally start after 7:30 p.m. and in each case shall be paid the base rate plus the lesser of (1) a ½ the shift differential contained in the applicable Schedule A for the second shift or third shift, or (2) the differential required by New York State Labor Law Section 220. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together. When working three shifts together shift compensation shall revert to that included in applicable Schedule A.

Section 5. Schedule: There shall be 6 recognized holidays on the PROJECT: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on a Saturday shall be observed on the Friday before the holiday; and holidays on Sunday shall be observed on the following Monday. There will be no benefits paid on holiday pay unless worked. Payment: Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

Section 6. Reporting Pay

- (a) Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to four hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.
- (b) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 3 above, he shall be paid only for the actual time worked.
- (c) In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7. Timekeeping. The Contractor may utilize any system to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 8. Meal Period. The Contractor will schedule a meal period of not more than one-half (1/2) hours duration at the work location at approximately three and one-half (3 ½) to five (5) hours into the scheduled work shift, consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

## ARTICLE XII COMMUNITY PARTICIPATION

Section 1.

- (a) Each Union represents and warrants to the Owner/District and the Contractor that it has adopted an affirmative action/equal employment opportunity hiring policy and plan (the "plans") under which it has committed itself to having its membership reflect the diversity of the available work force, thereby providing employment opportunities for said diverse work force.
- (b) The Unions agree that each Union's Plan will, when implemented, have the salutatory effect of increasing for the Project, employment opportunities for workers of both genders and all races, colors, national origins, and religions. It is further agreed by the Unions that they severally and jointly shall utilize and make available to the Project and all Contractors the full panoply of benefits and opportunities which are available and made possible by the Plans. The Owner

/District and each Contractor acknowledge the value of the Unions' commitment to the Plans and the benefits each of them will enjoy from having the Plans implemented on the Project.

- (c) The Unions acknowledge that the Owner has established good faith effort with a goal designed to achieve participation by minority-owned businesses ("MBE") and participation by women-owned businesses ("WBE") in connection with the Project. The Unions shall provide training to MBE's and WBE's employees whether Union or non-Union, facilitate, whenever possible, the retention of core employees employed by non-union MBE and WBE contractors, and help stabilize MBE's and WBE's to enable continued participation.

## Section 2.

- (a) "Helmets To Hardhats" The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center of Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- (b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, probable past experience.

## ARTICLE XIII SAFETY, PROTECTION OF PERSON AND PROPERTY

### Section 1.

- (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Contractor or Owner. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner /District.
- (b) Employees shall be bound by the safety, security and visitor rules of the Contractor, or the Owner/District. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

- (c) Contractors may establish and implement, after bargaining with the Union, reasonable substance abuse testing procedures and regulations, which shall be limited to pre-hire, reasonable cause and post-accident testing.

Section 2. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated for only the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 3. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

#### **ARTICLE XIV SECURITY OF MATERIAL EQUIPMENT AND TOOLS**

Section 1. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Construction Manager and/ or the Contractor.

#### **ARTICLE XV NO DISCRIMINATION**

Section 1. The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, material status or physical or mental disability in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provision of Section 1 should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

#### **ARTICLE XVI**



## **TRAVEL AND SUBSISTENCE**

Section 1. Travel, expenses, travel time. Subsistence allowance and/or zone rates and parking reimbursement shall not be applicable to the work under this Agreement.

## **ARTICLE XVII WORKING CONDITIONS**

Section 1. There will be no rest periods, organized coffee breaks or other nonworking time established during working hours. Individual coffee containers will be permitted at the employee's work location.

Section 2. The Owner/District shall establish such reasonable Project rules as deemed appropriate not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

## **ARTICLE XVIII SAVINGS AND SEPARABILITY**

Section 1. It is not the intent of the parties to this Agreement to violate any Federal, State or Local law governing the subject matter contained herein. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but in the event the application of any provision of this Agreement is held to be prohibited by or invalid under applicable law or is enjoined, on either an interlocutory or permanent basis, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Such ineffective provision shall be rendered, temporarily or permanently, null and void. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement.

The parties to this Agreement will then enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future. In the event that the parties are unable to negotiate a substitute provision in conformity with the law and intent of the

parties within 14 days of a Court Order, or no later than three (3) days prior to the deadline for receipt of bids, whichever is earlier, either party shall have the option to declare this entire Agreement null, void, and without effect.

Section 2. Non-Liability. In the event of an occurrence referenced in Section 1 of this Article, neither the Owner /District, nor any Contractor nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed or upheld.

## **ARTICLE XIX DURATION OF THE AGREEMENT**

The Project Labor Agreement shall continue in effect for the duration of the covered work described in Article III hereof.

### **Section 1.**

- (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section, or segment has been turned over to the Owner/District by the Contractor. As areas and systems of the covered work on the Project are inspected and tested by the Contractor, and accepted by the Owner/District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager, Owner /District to engage in repairs, modifications, checkout and/or warranty functions required by its contract (s) with the Owner/District.
- (b) Notice. A copy of the notice of each final acceptance issued by the Architect, Owner/District received by the Contractor will be provided to the Union with the description of what portion, segment, etc. has been accepted. "Final acceptance" maybe made subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Architect, Owner/District and notice of acceptance is given by the Architect, Owner/District to the Contractor.
- (c) Termination. Final termination of all obligations, rights and liabilities under this Agreement shall occur upon receipt by the Union of a notice from the Construction Manager or Owner /District saying that no covered work remains under this Agreement.

Section 2. Schedule A's incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/ or union parties to the collective bargaining agreements which are the basis for such Schedule A's notify the Construction Manager of the mutually agreed upon changes in such agreements and their effective date (s).

The Contractor agrees and consents to pay the increased wages and the increased contributions to the relevant Jointly Administered Trust Funds pursuant to the provisions of any collective bargaining agreements negotiated by the Unions during the work performed on the Project retroactively to the expiration date of the attached Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that the said increases shall not become effective until a later date after the expiration date, then that later date shall prevail.

The parties agree that any such provisions or changes in rates of pay or fringe benefit trust fund contributions negotiated into said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved in accordance with Article VIII of this Agreement.

Section 3. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiation of such Local collective bargaining agreement and the resulting Schedule A's on or with respect to the Project site, nor shall there be any lock out on this Project affecting the Union during the course of such negotiations on or with respect to the Project site.

In Witness Whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

**For the Niagara County Building and Construction Trades Council:**

\_\_\_\_\_  
President - Paul Brown

**For the Construction Manager:**

\_\_\_\_\_  
Title

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**For the Unions:**

Boilermakers Local Union No. 5

By: \_\_\_\_\_

Bricklayers and Allied Craft Workers Local No. 3

By: \_\_\_\_\_

Northeast Regional Council of Carpenters Local No. 276

By: \_\_\_\_\_

Cement Masons Local Union No. 111

By: \_\_\_\_\_

Electrical Workers Local Union No. 237

By: \_\_\_\_\_

Elevator Constructors Local Union No. 14

By: \_\_\_\_\_

Painters and Glaziers District Council #4

By: \_\_\_\_\_

Heat and Frost Insulators Local Union No. 4

By: \_\_\_\_\_

Iron Workers Local Union No. 9

By: \_\_\_\_\_

Laborers Local Union No. 91

By: \_\_\_\_\_

Millwrights Local Union No. 1163

By: \_\_\_\_\_

Operating Engineers Local 17 and Tech Engineers Local 17D

By: \_\_\_\_\_

Plasterers Local Union No. 9

By: \_\_\_\_\_

Plumbers and Steamfitters Local Union No. 22

By: \_\_\_\_\_

Roofers Local Union No. 74

By: \_\_\_\_\_

Sheet Metal Workers Local Union No. 71

By: \_\_\_\_\_

Sprinkler Fitters Local Union No. 669

By: \_\_\_\_\_

Teamsters Local Union No. 449

By: \_\_\_\_\_

## **SCHEDULE A**

### Local Agreements

ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2022 – December 31, 2024

COLLECTIVE BARGAINING AGREEMENT between and among BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3 NEW YORK, AFL-CIO and CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC May 1, 2022 – April 30, 2025

BRICKLAYERS & ALLIED CRAFTWORKERS HEAVY & HIGHWAY AGREEMENT between THE CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3, NEW YORK June 1, 2022 – May 31, 2023

NORTHWEST REGIONAL AGREEMENT between THE ASSOCIATIONS and the NORTHEAST REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2021 – May 31, 2026

MEMORANDUM OF AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2022 – April 30, 2025

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2019 – April 30, 2022

MEMORANDUM OF AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION (CIEA) and CEMENT MASONS LOCAL UNION NO. 111 May 15, 2021 – June 31, 2026

AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC. and the CEMENT MASONS' LOCAL UNION NO. 111 May 15, 2016 – May 14, 2021

AGREEMENT by and between THE NIAGARA DIVISION OF WESTERN NEW YORK STATE CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NIAGARA DIVISION) and LOCAL UNION NO. 237 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS May 28, 2022 – May 29, 2026

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2022 – July 8, 2027

COLLECTIVE BARGAINING AGREEMENT of INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES OF AMERICA & CANADA AFL-CIO DISTRICT COUNCIL #4 GLAZIERS ARCHITECTURAL METAL & GLASSWORKERS OF WESTERN NEW YORK and INDEPENDENT CONTRACTORS May 1, 2022 – April 30, 2025

AGREEMENT between INSULATION CONTRACTORS OF WESTERN NEW YORK and LOCAL NO. 4 INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS BUFFALO, NEW YORK May 1, 2022 – April 30, 2023

WORKING AGREEMENT between THE IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNIONS NOS. 6, 9, 12, 33, 60 AND 440 and UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC. June 1, 2021 – June 30, 2024

AGREEMENT by and between LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 91, AFL-CIO and THE BUILDING INDUSTRY EMPLOYERS ASSOCIATION OF NIAGARA COUNTY, NEW YORK, INC. March 27, 2018 – March 31, 2023

AGREEMENT made by and between LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION NO. 91 AFL-CIO and LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF AMERICA NEW YORK STATE CHAPTER, INC. April 1, 2022 – March 31, 2027

MILLWRIGHT AGREEMENT between THE EASTERN MILLWRIGHT REGIONAL COUNCIL representing MILLWRIGHTS LOCAL UNION 1163 and the MILLWRIGHT CONTRACTORS, ASSOCIATION, INC. June 1, 2022 – May 31, 2023

AGREEMENT between THE BUILDING INDUSTRY EMPLOYERS' ASSOCIATION OF NIAGARA COUNTY and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #17, 17A, 17B, 17RA June 1, 2022 – May 31, 2026

AGREEMENT between THE INDEPENDENT HEAVY AND HIGHWAY CONTRACTORS OF WNY and THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 17 April 1, 2021 – March 31, 2025

UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT 2016-2021 between INDEPENDENT EMPLOYERS and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 463, & 158 April 1, 2021 – March 31, 2026

MASTER COLLECTIVE BARGAINING AGREEMENT by and between PAINTERS DISTRICT COUNCIL NO. 4 and INDEPENDENT CONTRACTORS May 1, 2022 – April 30, 2027

PLASTERERS & CEMENT MASONS UNION LOCAL #9 BUFFALO, NEW YORK COLLECTIVE BARGAINING AGREEMENT April 1, 2020 – March 31, 2023

AGREEMENT by and between the WESTERN NEW YORK ASSOCIATION OF PLUMBING AND MECHANICAL CONTRACTORS and LOCAL UNION NO. 22 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND STEAM FITTING INDUSTRY OF THE UNITED STATES AND CANADA April 29, 2019 – April 30, 2023

WORKING AGREEMENT between LOCAL 74 UNITED UNION OF ROOFERS, WATERPROOFERS, AND ALLIED WORKERS and THE SIGNATORY CONTRACTORS OF ROOFERS LOCAL 74 June 1, 2022 – May 31, 2026

COLLECTIVE BARGAINING AGREEMENT between EMPLOYERS and INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS LOCAL UNION NO. 71 May 30, 2022 – May 31, 2026

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 April 1, 2021 – March 31, 2025

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF AMERICA NEW YORK STATE CHAPTER, INC. and TRUCK DRIVERS LOCAL UNION NO. 449 BUFFALO AND VICINITY April 1, 2022 – March 31, 2025

**SCHEDULE B – PRE-JOB QUESTIONNAIRE**

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS  
2023-2025 CAPITAL PROJECT**

**PROPOSED TRADE ASSIGNMENTS  
PRE-JOB CONFERENCE**

TO: Niagara County Building and Construction Trades Council, New York and Vicinity,  
AFL-CIO

CLIENT: City School District of the City of Niagara Falls

ADMINISTRATOR: Buffalo Construction Consultants

Fax: (XXX) XXX-XXXX

CONTRACTOR: \_\_\_\_\_

CONTRACT#: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: TBD  
(XXX) XXX-XXXX Office  
(XXX) XXX-XXXX Fax

MEETING DATE: \_\_\_\_\_

RESPONSE DATE: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

**\*\* PLEASE TYPE IN ALL INFORMATION \*\***

**1. SCOPE OF WORK:**



## 2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

## 3. ADDRESSES:

Job Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company's Local Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trust Fund Billing Address: \_\_\_\_\_

## 4. CONTRACTOR PERSONNEL:

### Project Manager:

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Fax Telephone # \_\_\_\_\_

### Superintendent:

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Fax Telephone # \_\_\_\_\_

### Safety Representative:

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Fax Telephone # \_\_\_\_\_

### Drug Test Result Coordinator: (List in order of contact priority)

Name of First Contact \_\_\_\_\_

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Name of Second Contact \_\_\_\_\_

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Name of Third Contact \_\_\_\_\_

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

#### 5. WORKFORCE PROJECTIONS:

Workforce Objectives:

Minority/Women Participation: NO job specific numerical requirements

CRAFT	Peak No.	Average No.	Total Hours	Minority Hours	Minority %	Female Hours	Female %
Asbestos Worker							
Boilermakers							
Bricklayers							
Carpenters							
• Carpenters							
• Pile Drivers							
• Millwrights							
Cement Masons							
Electrical Workers (Inside Wiremen)							
Elevator Constructors							
Glaziers							
Insulators							
Iron Workers							
• Structural							
• Rebar							
Laborers							
Operating Engineers							

• Op. Engineers							
• Op. Engineers Technical							
Painters							
Pipefitters/Plumbers							
Plasterers							
Roofers							
Sheetmetal Workers							
Sprinkler Fitters							
Teamsters							

## 6. OPERATIONAL INFORMATION

Shift Schedule: AM \_\_\_\_\_ to PM \_\_\_\_\_

Number of Shifts: \_\_\_\_\_

Pay Day: Thursday

End of Pay Period: \_\_\_\_\_

First Aid Facilities: Kits \_\_\_\_\_

Sanitary Facilities: Portable \_\_\_\_\_

Job Site Telephone #: \_\_\_\_\_

Job Site Fax #: \_\_\_\_\_

### PROPOSED TRADE ASSIGNMENTS

Name of Contractor: \_\_\_\_\_

Contract #: \_\_\_\_\_

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

Asbestos Workers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Boilermakers: \_\_\_\_\_

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Bricklayers: \_\_\_\_\_

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Carpenters: \_\_\_\_\_

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Cement Masons: \_\_\_\_\_

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Electrical Workers (Inside Wiremen): \_\_\_\_\_

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Electrical Workers (Outside Line): \_\_\_\_\_

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Elevator Constructors: \_\_\_\_\_

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Glaziers: \_\_\_\_\_

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Insulators: \_\_\_\_\_

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Iron Workers (Structural): \_\_\_\_\_

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Iron Workers (Rebar): \_\_\_\_\_

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Laborer: \_\_\_\_\_

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Millwrights: \_\_\_\_\_

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Operating Engineers: \_\_\_\_\_

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Painters: \_\_\_\_\_

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Pile Drivers: \_\_\_\_\_

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Pipefitters/Plumbers: \_\_\_\_\_

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Plasterers: \_\_\_\_\_

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Roofers: \_\_\_\_\_

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Sheetmetal Workers: \_\_\_\_\_

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Sprinkler Fitters: \_\_\_\_\_

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Teamsters: \_\_\_\_\_

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#### UTILIZATION OF EQUIPMENT

Name of Contractor: \_\_\_\_\_

Contract #: \_\_\_\_\_

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

CRAFT:

1. _____	_____
2. _____	_____
3. _____	_____

Anthony F Paretto, second by Earl F Bass.  
Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Items 6.17 was approved on a motion by

**6.17** Approval of Payment No. 3 To MLP Plumbing & Mechanical Inc. for Plumbing Work, Contract #122, For Phase III of The Stewardship Capital Improvement Project ([SG 3](#))

WHEREAS, The Board of Education executed a Contract dated September 22, 2022 with MLP Plumbing & Mechanical Inc. for Plumbing work on Phase III of the Stewardship Capital Improvement 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, the Construction Manager and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$2,325.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers Buffalo Construction Consultants and Rebecca Holody, 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 \$116.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$2,325.00 to MLP Plumbing & Mechanical Inc, 3198 Union Rd. Cheektowaga, NY 14227 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid.

## **7. Review of the Proposed Policy(ies) None**

### **7.01 Resolution**

## **8. Information and Reports**

### **8.01 Public Comment on non-agenda related items**

Deborah Hicks – 3020 DeVeaux St. -spoke as a retiree, parent, and community member on the need for more diverse hiring, particularly as teachers, and the need for greater



parental support. Ms. Hicks feels information regarding student classes, testing, and results is lacking; this is especially important at the prep and high school level. Ms. Charifa Lee – 417 Tenth St. - Entrepreneurship School of Thought – spoke on the graduation rate, especially in regard to BIPOC and/or low income people. She seeks increased cultural competence and more professional development for teachers regarding this. She feels this request aligns with the Board’s strategic goals. A meeting is requested.

Ms. Uniquia Lewis – 2922 Diamond Park Lane – spoke on Abate School. She is a parent at the school and feels the school mishandled her son’s infractions, which in her opinion were minor. She felt unheard by school administration. She also experienced difficulty involving transportation. She seeks to be involved in a solution.

### **8.02 Superintendent's Report**

Mr. Laurrie commented that:

He appreciates the community speakers tonight. Mr. Laurrie will call Ms. Lewis tomorrow before 3 p.m.

Charifa, you have always been part of the solution. Mr. Laurrie will speak with Ms. Lee about her ideas.

Ms. Hicks, Mr. Laurrie agrees with the desire for more teachers of color.

He further commented that:

The next event between North Tonawanda HS and NFHS will take place at Abate on March 3 at 10 a.m.; students will watch the movie “Till” and share facilitated conversation.

The Project labor Agreement approved this evening will guarantee \$40 million of work for the trades over 3 years.

Thank you to the Black Excellence Group for its donation.

Congratulations to Msrs. Murphy and Starks.

The Superintendent acknowledges the tragic loss of another student this week; commends NFHS for its immediate response to family, school, students utilizing trauma-informed practices.

School will be open tomorrow.

### **8.03 Board Members Report and Comments**

Mr. Bilson: Congratulated Mr. Murphy, Mr. Starks. Thanked speakers

Mrs. Dunn: The Sister schools presentation was very good; we need to get more Black parents involved. One complaint- Black parents are not feeling respected at all schools.

Mr. Vilardo: commended colleagues on their sentiments, which he echoes.

Mr. Bass: Recently spoke to students at Hyde Park, which was a pleasure. Expressed his condolences for the student who died violently earlier this week.

Mr. Paretto: Congratulated the three campuses on the success of the Sister Schools; more information needs to reach all parents. Expressed his condolences to students' families; he is keeping the families in his heart.

Mr. Petrozzi: Expressed his condolences to students' families. The community must work for peace.

The Superintendent requested an Executive Session at 8:03 p.m. for the purpose of discussing contract negotiations protected under the Taylor Law relative to NFT and NIAS; and two discuss pending litigation relating to the Child Victims Act . Passed on a motion by Mr. Vilardo seconded by Mr. Bass. All in favor.

The Board exited executive session and adjourned the meeting in memory of Beverly Ann Bocek, mother of Ronni McGrath, mother-in-law of Mike McGrath (LPS), aunt of Jocelyn Touma (LPS) and her husband Andy (Hyde Park) and Suzanne Miller.

Susie Brewer, grandmother of Marchica Robinson (LaSalle Prep School - LPS), great-grandmother of Joi Robinson (Hyde Park) and great - great grandmother of students, Eric George, Jr. (LPS) and Jhyi and Lathan Portis (GJ Mann)

Alyssa Gordon, student.

Karolyn Anne Gorrow, former aide.

Jean Kellick, who, for many years with her brother, Dick, did many of the District's printing jobs at Kelcik's on Main Street.

Elijah Lopez, NFHS student.

Orlando James Mazza, former football coach, LSHS.

Josephine Mocer, retired cook at HF Abate.

Jaylan McWilson, son of Marsha McWilson.

Andre Manny Wilkes, nephew of John Caldwell.

At 8:55 p.m. on a motion by Mr. Bass seconded by Mr. Bilson. All in favor.

## 9. Advanced Planning

### 9.01 Future Agenda Items

<b>BRS</b> Thursday, March 16, 2023	<b>ARS/Regular Mtg.</b> Thursday, March 30, 2023
1. Gaskill School Improvement Plan	1. Capital Projects
2. 2023-2024 General Fund Budget	2. 2023-2024 General Fund Budget
3. Review of Board Meeting Agenda Items – March 30 Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i>	3. Review of Board Meeting Agenda Items – March 30 Regular Board Meeting
	4. Regular Meeting

### 9.02 Future Meeting Dates

## 10. Adjournment

### 10.01 Meeting Adjourned



BOARD REVIEW MEETING  
MARCH 16, 2023  
ADMINISTRATION BUILDING  
630 66TH STREET

PRESENT: Mr. Bass, Mr. Bilson (left 6:15), Mr. Cancemi (Remote), Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Petrozzi, Mr. Vilardo.

EXCUSED: Mr. Paretto

Gaskill School Improvement Plan - Mr. Zimmerman and Mr. Briglio reviewed the SCEP with the Board.  
Highlights included:

School Comprehensive Education Plan is based on the school's areas in need of improvement and unique challenges. The plan has four "commitments."

Commitments:

**Commitment #1** We commit that every child and staff member feel safe, celebrated, respected, supported, and has a true sense of belonging. (This commitment was developed to build strong, trusting relationships with adults and peers, which promotes emotional well-being. The necessity to develop self-awareness and self-management skills is essential to success in school and in life).

**Commitment #2** We commit to support an engaging learning environment and foster instructional practices that assist teachers and administration in cultivating a building culture that is inclusive to the needs of students, staff, faculty, and administration. (This commitment supports our vision because our instructional practices are going to harness our cultural differences, building student ownership of their learning).

Strategies and Methods:

**Commitment #1** Student Support Center, Extended day programming, Check and Connect attendance program, School-Wide approaches for an Inclusive Building. A goal is to have each student interact with an adult daily.

Culture

**Commitment #2** Social Emotional approaches for Instruction, School Wide Engagement Strategies, School Led Opportunities, Utilizing Data to Inform Instruction

Benchmark data:

- **Staff Survey**
  - 100% of staff that completed the survey reported that they feel supported at school.
  - 87.5% of staff feel comfortable making suggestions to the Leadership team.
- **Student Survey**
  - 82.3% of surveyed students report they like coming to school.
  - 78.3% of surveyed students report that they feel included in school.
  - 68.4% of surveyed students report there is an adult in the building that they feel comfortable talking with.
  - 67.9% of surveyed students feel people at GPS care about them.
- **SCEP Commitment 1** and Strategies focus on creating an environment where students feel welcomed and want to be here which has had a positive impact on Chronic Absenteeism.
- **SCEP Commitment 2** includes engagement and data driven instructional strategies, as well as Restorative Practices that have drastically reduce Student Suspensions and Student Discipline Incidents.

- To date, Student Discipline Incidents have **declined 56%**
- To date, Student Suspension Rates have **declined 57%**
- **The Counselors and Social Workers** ability to identify at risk students, as well as access a complete menu of SEL services, has allowed them to better assist students in crisis and/or with mental Health issues.
- Increasing the number of **Family and Community Engagement Activities** has helped to establish a positive social media presence that celebrates the accomplishments of GPS Students and Teachers which, in turn, has helped to increase parent buy-in, as well as improve the overall community perception of Gaskill Prep. School.
- This school year, 17 Students have requested Special Permission to attend GPS.

### **2023-2024 General Fund Budget- Mrs. Holody and Mrs. Jacklin**

The House and State Senate came out with their budget comments this week. Both houses accept the executive's proposal to fully-fund Foundation Aid, with all districts receiving a minimum 3% increase

Both houses reject the high-impact tutoring Foundation Aid set-aside

Both houses reject the proposed extension of the duplicative school building-level budget reporting

Both houses include funding for universal school meals

Both houses propose to increase investments in CTE by raising the BOCES aidable salary cap and increasing special services aid for non-component districts

Both houses include funding for the State Education Department to conduct a study on the Foundation Aid formula.

Mrs. Jacklin reviewed changes to the draft budget document; there are no changes on revenue, but there are some changes in expenditures:

Transportation – an additional bus run was added, increasing this budget line

BOCES numbers continues to change; this line reflects a decrease

Cost of active employee health insurance has been established at three percent.

Pilot for Apple products to be purchased through Smart Schools, eliminating this budget line.

The cost of the upcoming Building Conditions Survey is less than originally planned.

### **Internal Audit Report- Purchasing- Mrs. Holody and Mrs. Jacklin**

1,785 claims were reviewed, there were only three exceptions.

Bonadio Group selected to review purchasing. In reviewing these policies for procedures and payments, no material weakness was found; no corrective action plan is needed. There were two areas they recommend looking at: Consider updating policy language regarding professional services; ordering curriculum instructional supplies become close to single source in order to maintain curricular fidelity. Therefore, update the policy language with respect to this.

Reviewed the threshold for verbal vs. written quotes vs. bids. The group tested a sample of 25 check payments and vendor addresses to review whether employees are vendors and compared w9 files with vendor files.

Regarding the recent banking crisis: Mrs. Holody and Mrs. Jacklin explained that the District's deposits are collateralized in excess of FDIC at plus 2.5 %.

Balances were obtained from each of the bank used, Chase, Bank On Buffalo, and M & T. The District has requested weekly collateral statements rather than monthly.

A review of the agenda was held.

Superintendent's Remarks:

Mr. Edwards has successfully navigated several audits this year. He has also been providing meals to athletes before they travel.

Happy Birthday , Mr. Bass.

This evening NFPD SWAT drilled at 79<sup>th</sup> Street School, now having drilled at every school. Full active shooter drill April 3.

The Walk Against Child Abuse will start from the Hyde Park Pavilion at 4:30 p.m. on Wednesday, April 26th, 2023.

April 18 Dr. MLK Awards at Bond School: Michael Williamson, Dorothy Brundidge, NF Firefighters Toy Fund Committee; and two NFHS students.

Last Saturday Robotics teams competed for State Championships, five teams were qualified to compete in Dallas in April. One judge wrote to congratulate on Vex Robotics Team, citing team "French Toast Mafia" as worthy of the Excellence Award in NYS. Congratulations on an exemplary program.

Another email regarding the State Robotics competition was sent from a man from Ithaca, questioning the academic integrity of the LPS robotics team, unable to believe our students can achieve at the level they do. This is appalling.

AGENDA REVIEW MEETING

MARCH 30, 2023

ADMINISTRATION BUILDING

630 66TH STREET

**Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo, Mr. Cancemi (remote).**

EXCUSED: Mr. Capizzi

Capital Projects Update – **Mr. Laurrie and Team: CPL – Mr. Trott, Ms. Blass, Mr. Lowe, Mr. Zagafos, Mr. Dowling, Mr. Miceli.**

The PLA is signed. Only union labor will be used in completing the capital projects

38 bottle fillers have been installed; the rest are being done soon. This work is still being completed at Bond and Hyde Park schools. This will close out Phase III of the Stewardship Capital Project.

Hyde Park Playground: equipment has been ordered, the space designed. Bollards and fencing are on order. Groundbreaking is planned for May 1; an opening ceremony will take place on or about September 1. Upon completion of this playground, all the District elementary schools will have a playground. This is funded through the American Rescue Funds.

Airhandlers at NFHS also will be paid from American Rescue Funds; these funds must be spent by Aug 31, 2024.

Equipment has been preordered to avoid delays.

HJ Kalfas School : heat pump units are currently out to bid. Expected delivery is the end of June.

Chillers are due to arrive end of November.

The Cooling tower will be done first.

Expect contracts May 2 meeting.  
Re-doing entire chiller system

Fire shutters: four will be replaced on floors one and two of NFHS

Air conditioning will be installed at Prep schools. This work is going to be bid in early autumn.

The Administration Building, HJ Kalfas, and LPS will be the first buildings to get vestibules secured; these are the easiest buildings with which to begin.

Secured glass is being installed at schools; bullet resistant glass is being used on first floors.

Security expert: Mr. Granieri explained that this is a unified system for the proxy card system and 224 exterior doors, cameras, alerts.

Mr. Paretto suggests that the District publicize its safety measures to reassure the community by using visuals.

The Walk of Fame has been designed, plans are on their way to SED for approval.

Greenhouse: working with vendor for design.

NFHS working with a vendor to rebrand PAC and arena areas.

Three alternate projects are possible if funds are remaining:

Boiler at CES

Boiler at CEC

Oil tanks at Admin and CEC.

Telemetry check needed before removing tanks.

Mr. Vilardo asked about filling them with sand instead of removing them. Mr. Trott will follow up.

CEC roof materials are here; work will be done by end of school year.

Fire Suppression System at CEC is under design.

The 24<sup>th</sup> Street boiler will be replaced utilizing Head Start Grant through ARP.

#### 2022-2023 General Fund Budget - **Mrs. Holody and Mrs. Jacklin**

Reported that: the Superintendent's recommended budget \$181,504,208. We do not expect to see a State budget by Friday, but the revenue estimates are believed to be solid. This is a good budget: no tax increase; no reduction in staff or programs; 110 staff in general fund from previously paid from grant money. The budget ensures safety, academic social emotional supports.

There are very few changes to the budget document from last budget presentation:

1. Contract increases (lowered); building projectors (raised).

The CPI is 7.91%.

Property Tax Report Card: Mrs. Holody reviewed this document with the Board.

Mr. Laurie is being honored by the Chamber May 4.

Mr. DalPorto offered the following information regarding security, in the wake of the swatting incidents that took place after the Nashville shooting last week. Such incidents took place nationwide. Mr. DalPorto

received communication early today from Lockport Security and from police contacts. He is in contact with Crime Analysis Center here in the Falls as well as federal authorities. The District is well-suited to deal with incidents that ever may occur; the District is ahead of the curve on safety measures.

Evolv devices are set at highest level; cameras are operational; NFPD is ready to assist and be a presence. A SWAT Drill is taking place at NFHS April 4.

Mr. Laurrie also offered correction to a media story run in the local paper which contained erroneous information on shots being fired at a bus.

STOP Grant threat assessment team: The District will purchase Sandy Hook Promise, which is an anonymous reporting system for students, through which threats can be assessed, reported to law enforcement, school administrators, as appropriate.

A review of the agenda was held.

REGULAR MEETING  
MARCH 30, 2023  
ADMINISTRATION BUILDING  
630 66TH STREET

## **2. Call to Order**

**2.01** Pledge of Allegiance

**2.02** Prayer offered by Mrs. Dunn

**2.03** Roll Call

PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi(remote), Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

EXCUSED: Mr. Kudela

## **3. Letters and Communications**

**3.01** Oral Communications - Public Comment on agenda-related items *None*.

**3.02** Written Communications – Notes of thanks for meetings adjourned in memory of family members were received from the McWilson and Robideau families.

## **4. Recommended Actions from the Superintendent of Schools - Routine Matters**

Items 4.01 and 4.02 approved on a motion by Rob Bilson, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.01** Minutes – February 2023 Meetings (SG4)

**4.02** Approval of Budget Transfer - #8 (SG3)

Items 4.03 approved on a motion by Rob Bilson, second by Paul Kudela.

Final Resolution: Motion Carries



Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.03** Approval of the following Bids (SG3)

1. Recycling & Trash Removal Services Mini – Bid No. 12 SY 2022-2023

**RECOMMENDATION:**

A motion is recommended for the approval of the following resolution on Recycling & Trash Removal Services - Mini-Bid No. 12 SY 2022-2023 – Service Coverage: April 1, 2023 thru March 31, 2026.

WHEREAS, Funds were appropriated for Recycling and Trash Removal Services 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 – Mini-Bid No.12; and

WHEREAS, The two vendors for Area #32 – Niagara County per NYS OGS Award # 22760-SW were solicited on February 21, 2023 with bid documents being sent to both Modern Disposal Services and Waste Management; and

WHEREAS, Bids were opened and read on March 7, 2023 and one properly executed bid was received; and

WHEREAS, The NYS OGS has assigned this District Recycling & Trash Removal Services - Bid No.12, NYS OGS Mini-Bid Contract No. PS913-3

WHEREAS, Bid was analyzed by Mrs. Rebecca Holody, Administrator for School Business Services, and Mrs. Ann Schiro, 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:

Award No.	Vendor Amount
Mini – Bid No. 12	Modern Disposal
Services	Estimate in excess of \$121,000 yearly
Estimate in excess of	
\$363,000 over term of contract	

Items 4.04 and 4.05 were received and filed.

**4.04** Treasurer's Report – February 2023 (SG3)

**4.05** Budget Status Report – March 2023 (SG3)

Items 4.06 approved on a motion by Rob Bilson, second by Nicholas Vilardo..

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.06** Personnel Report – Certificated (SG 1, 2)

Items 4.07 approved on a motion by Nicholas Vilardo, second by Anthony F Paretto

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.07** Personnel Report - Classified (SG 1, 2)

Items 4.08 and 4.09 approved on a motion by Paul Kudela, second by Nicholas Vilardo.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.08** Report from Committee on Special Education (SG 1)

**4.09** Report from Committee on Preschool Special Education (SG 1)

Item 4.10 approved on a motion by Paul Kudela, second by Anthony F Paretto

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.10** Short-Term Contracts (SG 1, 3)

1. Father and Son Center Youth Mentoring \$10,000 F2110.404.098.5022 April – June 2023
2. Cortez Bradberry Elementary Bowling Abate/Cataract \$2,000 F2110.404.098.5022 Abate: Feb - April 2023 Cataract: April – June 2023
3. Winsor Learning, Inc Soday System Professional Development \$3,500 2110.404.098.5022 January 27, 2023
4. Rev. Gene Copelin Project Lee Tier II and III SEL program \$3,000 F2110.404.098.5022 April- June 2023
5. Kimberly Gingrich, NCSP Bilingual Social Emotional Adaptive Assessment \$2,200 Plus \$100.00 /hr F2110.404.098.0723 TBD
6. African American Cultural Center Black History Celebration \$450 A2110.450-059 February 23, 2023
7. Kim Nye Teacher Self- Care – massage \$450 F2070.404.045.8123 March 17, 2023
8. Dr. April Sweeny-Williams Teacher Self- Care – Chiropractic Care \$450 F2070.404.045.8123 March 17, 2023
9. Vanessa Norman Lovelle Esthetics Teacher Self- Care – Relaxing Facials \$450 F2070.404.045.8123 March 17, 2023
10. Amelia Pyle Teacher Self- Care – Acupressure/Acupuncture \$450 F2070.404.045.8123 March 17, 2023

Item 4.11 approved on a motion by by Nicholas Vilardo, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**4.11** Head Start/Early Head Start Reports

## 5. Unfinished Business

5.01 None

## 6. New Business (*see BoardDocs*)

Item 6.01 approved on a motion by Rob Bilson, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.01** Approval of Acceptance of Funds for the 2022/2023 Stop School Violence Program (SG 1)

A motion is recommended to approve the following resolution:

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2022/2023 STOP SCHOOL VIOLENCE PROGRAM

WHEREAS, The Bureau of Justice, through the Federal Government, made available funding to prevent violence in a K – 12 school setting; and

WHEREAS, The program, called the STOP School Violence Grant, supports and assists county, local, territorial, and tribal jurisdictions in improving efforts to reduce violence in and around schools; and

WHEREAS, The STOP School Violence Grant program seeks to increase school safety; and

WHEREAS, The programs objectives are to increase school safety using evidence-based solutions to prevent violence against schools, staff, and students and to ensure a positive school climate; and

WHEREAS, District staff prepared and submitted an application for the grant; and

WHEREAS, Official notification of approval of the application and award in the amount of \$335,786.00 has been received; therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2022/2023 STOP School Violence Program; and be it further

RESOLVED, that the grant award in the amount of \$335,786.00 be credited to revenue code F4289.200.23, and be it further

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2110.132-098-2023	22/23 STOP SCHOOL VIOLENCE - PER DIEM	\$73,000.00
F 2110.140-098-2023	22/23 STOP SCHOOL VIOLENCE - SCH B	\$8,640.00
F 2110.150-014-2023	22/23 STOP SCHOOL VIOLENCE - PROG. ADMIN.	\$4,500.00
F 2110.152-014-2023	22/23 STOP SCHOOL VIOLENCE - PROJ. DIRECTOR	\$50,000.00
F 2110.404-098-2023	22/23 STOP SCHOOL VIOLENCE - PRCHD SRVCS	\$57,000.00
F 2110.409-098-2023	22/23 STOP SCHOOL VIOLENCE - TRAVEL	\$11,563.00
F 2110.540-098-2023	22/23 STOP SCHOOL VIOLENCE - SUPPLIES	\$69,820.00
F 2110.802-096-2023	22/23 STOP SCHOOL VIOLENCE - TRS	\$14,295.00
F 2110.803-096-2023	22/23 STOP SCHOOL VIOLENCE - FICA	\$10,415.00
F 2110.807-096-2023	22/23 STOP SCHOOL VIOLENCE - HEALTH INS.	\$36,553.00
Total Budget		\$335,786.00

Revenue Code: F4289.200.23

#### ABSTRACT

1. School District – Niagara Falls City School District
2. Title of Project –STOP School Violence Program
3. Funding Source – Bureau of Justice
4. Total Budget - \$335,786.00
5. Total Staff – .5
6. Number of Clients Served: 7,000
7. Major Objectives / Activities / Evaluation

- Train school personnel and educate students on preventing school violence
- Develop and implement threat assessment and/or intervention teams
- Develop and operate technology solutions
- Develop and implement multi-disciplinary behavioral threat assessment and/or intervention teams
- Specialized training for law enforcement who work within a school setting
- Hiring of school support personnel to directly support the prevention of school violence

Item 6.02 and 6.03 approved on a motion by Paul Kudela, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## **6.02 Approval of Continuation Application for the 2023/2024 Head Start/Early Head Start Grant (SG 1)**

A motion is recommended for the approval of the following resolution:

### **APPROVAL OF CONTINUATION APPLICATION FOR THE 2023/2024 HEAD START/EARLY HEAD START GRANT**

WHEREAS, On January 2nd 2021, the Niagara Falls City School District submitted an application to become the provider of Head Start/Early Head Start services in Niagara Falls, NY; and

WHEREAS, The Niagara Falls City School District was awarded the Head Start/Early Head Start Grant on September 8th, 2021; and

WHEREAS, the Niagara Falls City School District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; and

WHEREAS, The Head Start/Early Head Start Grant is funded from 09/01/2021 through 06/30/2026; and

WHEREAS, The Notice of Award indicates that the project period for Year 3 of the Head Start/Early Head Start Grant is 07/01/2023 – 06/30/2024, with a combined funding of \$2,256,804.00; and

WHEREAS, The Board, at its meeting on February 23, 2023 approved the acceptance of funds for the Head Start/Early Head Start Grant budget for the project period of 07/01/2023 – 06/30/2024; and

WHEREAS, The Board now needs to approve the continuation application narrative for the Head Start/Early Head Start project period of 07/01/2023 – 06/30/2024; and

WHEREAS, The Department of Health and Human Services, which is the department of the Federal Government that oversees the Head Start/Early Head Start Grant, has requested that the Governing Board, which has been designated as the Niagara Falls City School District Board of Education, approve the continuation application narrative for the 2023/2024 Head Start/Early Head Start project period, therefore be it

RESOLVED, That the Board of Education approves the attached continuation application narrative for the Head Start/Early Head Start Grant project period of 07/01/2023 – 06/30/2024

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NY #02CH012103 HEAD START / EARLY HEAD START

CONTINUATION GRANT APPLICATION 07/01/2023-06/30/2024

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### Introduction & Background

The Niagara Falls City School District (NFCSD) is submitting its first Non-Competing Continuation Application for Fiscal Year 2023 – 2024. The City School District of the City of Niagara Falls (the District) was awarded the Head Start / Early Head Start Program Grant in September 2021 as per the Notice of Grant (NOA) dated 09/08/2021. From September through December 2021 an interim grantee continued administering the Head Start / Early Head Start program. The NFCSD hired the employees previous employed by the interim grantee to ensure continuity of the overall HS/EHS program for children, families, and staff.

As a new grantee, the NFCSD began full administration of the Head Start / Early Head Start grant on January 1, 2022; thus, we only operated the program serving children for a six-month period (January – June 2022) of Fiscal Year 2022 – 2023. As a result, our Baseline Application submitted in year one generated limited data as we were just open a few months when it was due. At the time of writing this Non-Competing Continuation Application the program has been in operation for just under 14-months as a new first time Head Start grantee and approximately 6-months into our first full school / program year.

### Section I. Program Design and Approach to Service Delivery

This Program Design and Approach to Service Delivery follows the guidelines for the Continuation Application.

#### Subsection A: Goals

There are no additions, deletions, or revisions to the program goals. The Niagara Falls City School District's Head Start / Early Head Start will maintain the following program goals as outlined in the District's Baseline Application. The scope of work under the Head Start / Early Head Start grant for subsequent funding years will be grounded in these original established program goals and objectives. It is anticipated that program goals and objectives may change following our first full school / program year as we complete a full program cycle operating Head Start / Early Head Start under the administration of the District. Progress to-date for each program goal is in bold italics in the chart below.

Program Goal 1: All NFCSD HS/EHS children will receive a high-quality education that ensures they are ready to succeed in school while respecting families as primary partners in their children's education.		
Objectives	Activities/Action Steps and Methods to Meet Objectives	
1. All NFCSD HS/EHS classrooms will provide high-quality, culturally responsive learning environments as measured by the Classroom Assessment Scoring System (CLASS) and Teaching Strategies Gold scores.	<ul style="list-style-type: none"> <li>Conduct pre-and post-CLASS observations in HS classrooms <b><i>Progress: Pre-CLASS observation completed</i></b></li> <li>Provide and/or facilitate coaching activities based upon CLASS and TSG scores <b><i>Progress: Math, language and literacy trainings during pre-service. Pyramid Model Preschool training for HS and Pyramid Model Infant – Toddler training for EHS.</i></b></li> </ul>	
2. All NFCSD HS/EHS classrooms will provide a high-quality socially and emotionally responsive learning environment as measure by Pyramid Model professional practices indicators	<ul style="list-style-type: none"> <li>Provide and/or facilitate professional consulting related to CLASS and TSG <b><i>Progress: Training provided by TSG Early Learning Solutions Specialist pertaining to lesson plans, DAP, and cloud access for resources and professional development</i></b></li> <li>Teachers utilize the Early Childhood Environment Rating Scale (ECERS) in HS classrooms and Infant Toddler Environment Rating Scale (ITERS) in EHS classrooms to establish quality in all early learning environments <b><i>Progress: ECERS and ITERS were used in beginning of the school year as the foundation for classroom arrangement. Training on both ECERS and ITERS was provided by practice-based coach from Niagara University during pre-service. Throughout the school year, teachers refer to ECERS</i></b></li> </ul>	

	<p><i>and ITERS to ensure their classrooms are developmentally appropriate.</i></p> <p><b>Inventory of Practice (IOP)</b></p> <ul style="list-style-type: none"> <li>Develop strategies to increase attendance of children <i>Progress: Systems and processes have been put in place for family service team to follow-up and support families that has resulted in improvement since taking over the program in January 2022.</i></li> <li>Provide staff training on Pyramid Model (PM) <i>Progress: HS teaching staff received PM training in the spring of 2022. EHS staff are currently taking the training</i></li> <li>Conduct PM indicators assessment <i>Progress: All teaching staff completed a personal Inventory of Practice (IOP) to identify training needs and develop a plan of action. The IOP is also used by the practice-based coach as a tool to provide professional development and guidance.</i></li> <li>Provide and/or facilitate coaching activities based upon the assessment of Pyramid Model indicators <i>Practice-based coach from Niagara University has provided training since September, while using the Inventory of Practices as a tool for targeting indicators and providing intentional coaching.</i></li> <li>Partner with behavioral health and mental health consultants when needs are identified that require functional behavior support plans and top tier interventions. <i>Progress: EHS mental health consultant working with EHS teaching staff in-person, visiting the classroom and providing guidance on how teachers must keep health and mental health a priority when it comes to their well-being. Partnership in the works with Best Self Behavioral Health. The associate director of The Institute on Trauma and Trauma-Informed Care, Buffalo Center for Social Research, UB School of Social Work, has provided services both in the classroom and one on one with staff. She has observed classrooms, followed up, and provided guidance and insight to teaching staff.</i></li> <li>Partner with Niagara University Early Childhood Initiatives for professional development and coaching support <i>Progress: Practice-based coach observes in classrooms on regular basis and meets with teaching teams. NU also provided professional development with a focus on language and literacy. Many HS teachers attended the Early Childhood Mental Health Summit at Niagara University.</i></li> </ul>
<p>Program Goal 2: All NFCSD HS/EHS children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services to ensure they are ready to succeed in school. Services will engage parents as lifelong learners and primary partners, support families in making connections with peers and community, improve parent and child relationships, and improve family well-being.</p>	
<b>Objectives</b>	<b>Activities/Action Steps and Methods to Meet Objectives</b>
<ol style="list-style-type: none"> <li>All children enrolled in NFCSD HS/EHS will achieve healthy indicators in the areas of health and nutrition.</li> <li>All families will be engaged and informed of their child's health status and will be provided opportunities and supports to ensure their child's identified health needs are met.</li> <li>All classrooms will demonstrate trauma-informed practices to establish a healthy,</li> </ol>	<ul style="list-style-type: none"> <li>Ensure timely health, dental, vision, and hearing screenings and referrals <i>Progress: Vision and hearing screenings are completed in-house if the child's physical form indicates they have not already been performed by a physician. All screenings are completed within 45 days of each child's first day in the program. Partnership with University Pediatric Dentistry – hygienist visits center every two months to conduct dental screenings.</i></li> <li>Partner with Community Health Center, University of Buffalo Dental Clinic, Help Me Grow, WIC, BestSelf Behavioral Health, Cornell Cooperative Nutrition Program, Niagara University Nursing Department, Niagara County Health Department, and other community-based health and mental health organizations to access resources and services. <i>Progress: Representatives from all above listed community partners serve on the Health Service Advisory Committee. All serve as partners and provide resources and services to our program.</i></li> <li>Partner with health insurance providers and facilitated enrollers to help families access health insurance and link them to a medical home <i>Progress: 100% of our enrolled families have health insurance. Fidelis Health is a partner and serves on our Health Services Advisory Committee (HSAC).</i></li> </ul>

<p>nurturing, and supportive environment for children, families, and staff.</p> <p>4. All NFCSD HS/EHS children and their families will receive comprehensive social and emotional support and services for healthy development and overall well-being.</p>	<ul style="list-style-type: none"> <li>• Access the expertise of the district’s medical director. <i>Progress: The district medical director provides instrumental guidance with individual health care plans, health alerts, and guidance as it pertains to the mitigation of COVID-19. Also provides guidance pertaining to staff and child incident reports and best practice/policies pertaining to the children and staff health while in the centers</i></li> <li>• Utilize the collective expertise and resources of the already established HS/EHS Health Advisory. <i>Progress: The Health Services Advisory Committee has been established and meetings held biannually. The committee consists of policy council members, parents, community members and representatives from several organizations in the health care field, including pediatrics, pediatric dentistry, lead prevention, mental health.</i></li> <li>• Develop strategic partnerships with and access the services of early childhood mental health consultants and trauma-informed care organizations in the community <i>Progress: The associate director of the University of Buffalo Institute of Trauma and Trauma Informed Care (ITTIC) has partnered with us to complete observations in classrooms, and work with staff to offer mental health care pertaining to the classroom. The Infant and Toddler Mental Health Specialist from the Child Care Community Clearing House of Niagara has partnered with our EHS center, and provides services for the EHS teachers.</i></li> <li>• Provide staff training in Trauma-Informed Care (initial and follow-up training) <i>Progress: Introduction Training in Trauma-Informed Care took place during pre-service 2022, provided by the ITTIC, and a follow up training on Trauma-Informed Care: Understanding the Relationship Between Trauma and Social-Emotional Wellness was provided during the January 2023 professional development day by our education consultant Christine Fecio.</i></li> <li>• Access resources from the NYSA of Infant and Early Childhood Mental Health <i>Progress: Resources shared with staff Infant and Toddler Mental Health Specialist</i></li> <li>• ACES Training is provided to all staff from NYS OCFS <i>Progress: Adverse Childhood Experiences (ACEs) Training provided by education consultant Christine Fecio during pre-service.</i></li> <li>• Family services staff receive train the trainer in Pyramid Model training for families: Parents Interacting With Infants (PIWI) and Positive Solutions for Families so that they can provide training and resource supports to NFCSD HS/EHS families. <i>Progress: Family services staff received training on Parents Interacting With Infants. PIWI workshops provided in collaboration with Parent Network of WNY and Niagara University have taken place at our EHS center, and Positive Solutions for Families is scheduled to take place in April and May 2023 for preschool aged children.</i></li> <li>• Partner with Pinnacle Community Services Healthy Families program to provide parents with parenting classes and Conscious Discipline curriculum.</li> <li>• <i>Progress: In a partnership with the district’s parent education program, Focus on Families, information is shared with HS and EHS families regarding parenting programs using the Incredible Years curriculum and other events such as toddler play groups. Partners Pinnacle Community Services Healthy Families program welcomes our HS and EHS parents to participate in their parenting classes and other community-based services and programs designed for parents of young children birth – 5.</i></li> <li>• Track child, family and PIR data in ChildPlus <i>Progress: The family services team, along with teaching staff, data entry and family advocate’s monitor ChildPlus for compliance daily, weekly, and monthly, as needed per area. The Administrative Secretary/ChildPlus Specialist updated our ChildPlus database to ensure alignment to the most current PIR. She has added tabs in several areas to make the</i></li> </ul>
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	<p><i>database more user friendly and ensure compliance. Various ChildPlus reports are generated regularly for quality assurance and oversight. PIR data is reviewed by the HS/EHS management team quarterly and used for planning monitoring purposes.</i></p> <ul style="list-style-type: none"> <li>• Opportunities will be provided for both HS/EHS staff and families to participate in Mental Health First Aid Training (MHFA). <i>Progress: A partnership with BestSelf Behavioral Health is in development with plans for them to provide this MHFA training during the 2023 pre-service and to parents during the 2023 – 2024 program year.</i></li> <li>• MHFA pre-and post-training data will be collected and analyzed <i>Progress: This will be implemented in 2023 – 2024 program / school year.</i></li> </ul>
<p>Program Goal 3: NFCSD HS/EHS will strengthen parent/family engagement in all aspects of the program so that parents/families will nurture their child’s learning and development in order for their child to be successful in kindergarten and beyond; while also improving their own skills and building their family’s functioning capacity.</p>	
Objectives	Activities/Action Steps and Methods to Meet Objectives
<p>1. NFCSD HS/EHS will strengthen existing and establish new strategic partnerships within the community to facilitate coordinated systems improvements and ease of access for NFCSD HS/EHS families ad measured by MOUs, Partnership Agreement, and family outcomes survey data.</p> <p>2. NFCSD HS/EHS families will demonstrate increased family functioning as measured by family outcomes data.</p>	<ul style="list-style-type: none"> <li>• Develop Family Outcomes Survey <i>Progress: Family Outcomes Survey was developed and will be administered at the end of this program year during the final home visit.</i></li> <li>• Administer Family Outcomes Survey and establish baseline data <i>Progress: This will be our first year administering the Family Outcomes Survey at the culmination of our first full school / program year.</i></li> <li>• Develop MOUs and Partnership Agreements with community-based partners <i>Progress: Various partnerships are in place and more continue to evolve. Some such as the University of Buffalo Institute of Trauma and Trauma Informed Care are existing partners to the NFCSD and HS / EHS has been included. Additional partnerships have been developed with University Pediatric Dentistry, Niagara University, Help Me Grow WNY, Parent Network of WNY</i></li> <li>• Review and revise the Family Partnership Agreement used by the interim grantee with input from families and the family services team <i>Progress: The Family Partnership Agreement was revised after receiving input from families and Training and Technical Assistance Specialists.</i></li> <li>• Analyze the development and completion of goals established in the Family Partnership Agreement process to improve programs and services <i>Progress: This was completed over the summer of 2022 based upon the Family Partnership Agreement process already in place when we took over administration of the program from the interim grantee.</i></li> <li>• Continue to develop resources and processes to collect and analyze family outcomes data <i>Progress: Training and Technical Assistance has provided initial and subsequent trainings for the family services team to enhance this area.</i></li> <li>• Track and analyze data gathered from parent/family engagement and training activities <i>Progress: Systems have been developed and implemented to strengthen this area.</i></li> <li>• Roster of parents/families and staff attending trainings <i>Progress: Sign in/out sheets for parent/family and staff trainings are documented and maintained in program files.</i></li> <li>• PIR data collected in ChildPlus <i>Progress: PIR data is input and tracked in ChildPlus</i></li> <li>• Update Community Needs Assessment (CNA) <i>Progress: Several community needs were identified by our partners at the Niagara County Health Department and Niagara Falls Memorial Medical Center and shared with us to update our community needs assessment. Additional data was obtained by secondary sources such as data collected by the New York State Department of Health, U.S. Census Bureau and County Health Ranking and Road Map. The next district community needs assessment will include additional components to be utilized by HS / EHS.</i></li> </ul>



	<ul style="list-style-type: none"> <li>Use analysis of CNA to respond to emerging and changing needs to better meet the needs of the HS / EHS families in the city of Niagara Falls <i>Progress: Recent Community Needs data was shared with us by various community partners. This data is analyzed along with district and HS / EHS child and family data to inform our program decisions and better meet the needs of children and families</i></li> </ul>
Program Goal 4: All NFCSD HS/EHS children with disabilities will experience high-quality inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.	
Objectives	Activities/Action Steps and Methods to Meet Objectives
1. All children enrolled in NFCSD HS/EHS with an Individualized Education Plan (IEP) or an Individualized Family Service Plan (IFSP) will demonstrate growth in goal attainment described in their individual plan.	<ul style="list-style-type: none"> <li>Strengthen existing relationship between the HS/EHS disability services coordinator and CPSE chair and Early Intervention director to ensure strong coordinated and collaborative communications are maintained <i>Progress: Strong partnerships have been formed between the Head Start Education Supervisor who oversees disabilities and both the district's Committee for Preschool Special Education chair and the Early Intervention (EI) director of Niagara County. After collaborative meetings with the mentioned parties, systems have been established to ensure a smooth process when referring a child for evaluation. Expectations are clear and communication is strong. All education staff received training in the referral and evaluation process during preservice in August 2022.</i></li> <li>Ensure effective multidisciplinary team meetings and other collaboration meetings are used to proactively address individual children's strengths and needs. <i>Progress: Multidisciplinary Team (MDT) meetings are held monthly, and include the child's teacher, family advocate, education supervisor (disabilities manager) and center director. Others may be asked to join if necessary, such as an early childhood coach or therapist. Children's strengths and needs are discussed, and determinations are made regarding the referral process or modifications to children's individualized plans. The education supervisor (disabilities manager) advises and provides paperwork pertaining to a referral if needed, so the process is efficient with no delay.</i></li> <li>Establish collaborative relationships between HS/EHS teachers and therapists and other service providers to ensure coordinated efforts that support attainment of goals identified in the Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) <i>Progress: Service Provider contacts are completed every November, February and May – teachers contact each therapist an individual child sees, and completes a form with a thorough progress update. Teachers incorporate IEP and IFSP goals into their weekly lesson plans, and individualize for every child in the classroom. All staff maintain flexibility in their schedules to ensure therapists are able to visit the center and conduct their therapy session with the children.</i></li> <li>Conduct pre-and post-CLASS assessments <i>Progress: Pre-CLASS assessment completed in HS classrooms by the education supervisor, a certified CLASS observer.</i></li> <li>Pyramid Model Indicators assessment <i>Progress: Inventory of Practices for Promoting Social-Emotional Competence is utilized by all HS and EHS teachers to identify individual needs, establish goals and action plans in consultation with their coach.</i></li> <li>Provide Pyramid Model resources, training and supports for families <i>Progress: PIWI and Positive Solutions for Families workshops have taken place for families to attend.</i></li> <li>Partner with the Parent Network and other programs to support families in developing advocacy skills. <i>Progress: Opportunities are being provided to families through the PIWI and Positive Solutions evidence-based programs offered to parents in partnership with the Parent Network and Niagara University.</i></li> <li>Family outcomes data collection <i>Progress: This area has been strengthened since first taking over administration of the program in January 2022 and continues to evolve.</i></li> </ul>

	<i>Trainings and Technical Assistance Specialists assigned to our program have provided training to our family services/ERSEA coordinator and our family services team. This June/July will be the culmination of our first full HS / EHS program/school year of family outcomes data collection and measures.</i>
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### 3. School Readiness Goal Alignment

There have been no changes made to our School Readiness Goals. We developed and submitted our detailed School Readiness Goals and Alignment document as an attachment to our Baseline Application.

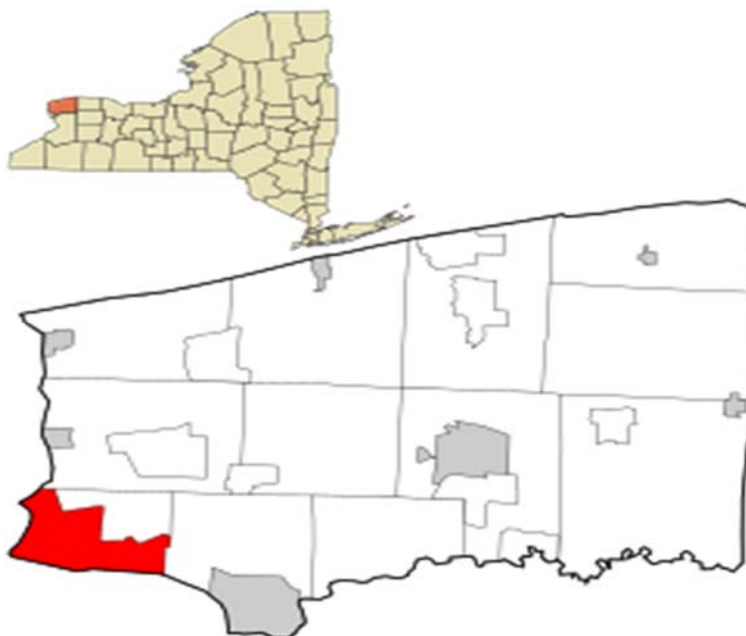
Our School Readiness Goals and Alignment document includes each domain of the Head Start Early Outcomes Framework (HSEOF) aligned with our school readiness goals, as well as New York State early learning and development standards. This alignment includes the following; School Readiness Goals, Head Start Early Learning Outcomes Framework: Ages Birth to Five, Teaching Strategies Gold (TSG), The Creative Curriculum (CC), NYS Kindergarten Learning Standards, and Niagara Falls City School District Kindergarten Performance Objectives. All early childhood programs in the district use The Creative Curriculum and Teaching Strategies Gold. Children's progress is monitored and evaluated through TSG, which makes for a smooth transition from Head Start to kindergarten and from Early Head Start to Head Start.

#### Sub-Section B: Service Delivery

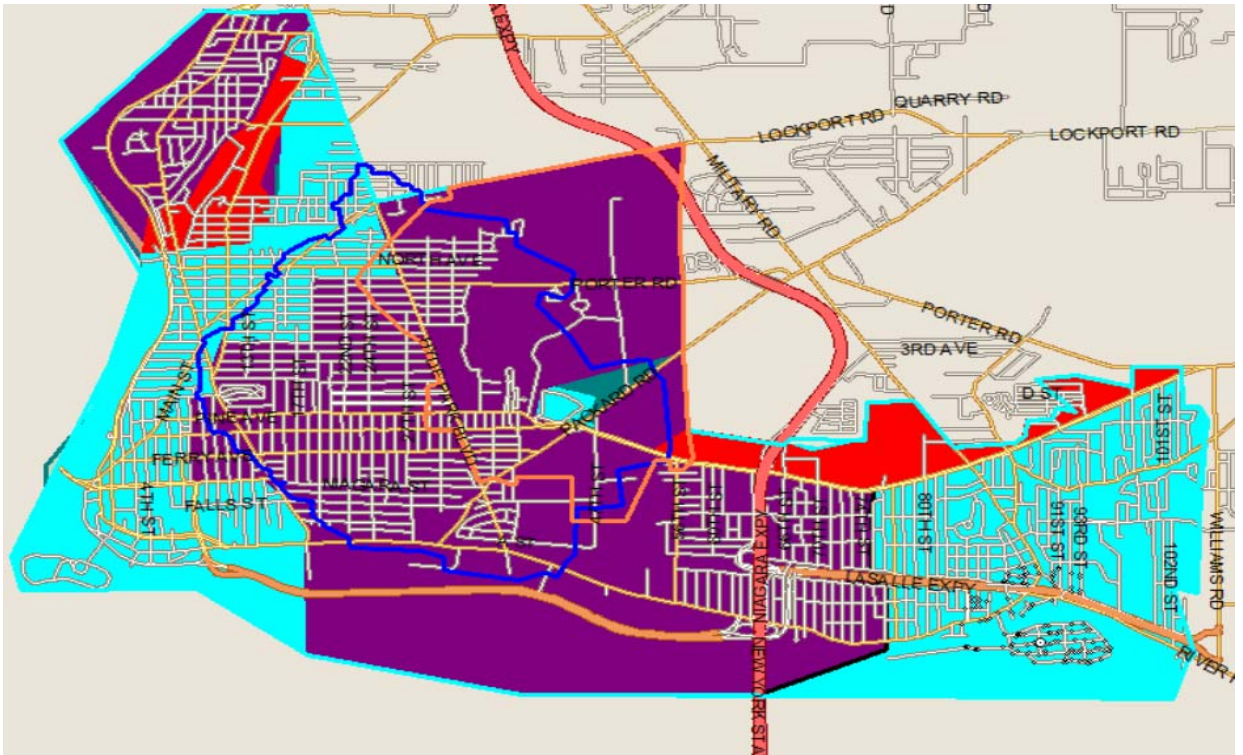
Information provided below follows the directions and required format for the Non-Competing Continuation Application. Updated community needs data has been included in this section.

#### **1. Service and Recruitment Area-**

The Head Start / Early Head Start service area remains the same, the city of Niagara Falls, New York. The city of Niagara Falls is located in the extreme western part of Niagara County, just north of Buffalo and adjacent to Lake Ontario on its northern border and the Niagara River and Canada on its western border. The city is within the Buffalo–Niagara Falls metropolitan area and is approximately 15 miles north of Buffalo, New York. The map below shows New York State with Niagara County shaded in red. Likewise, the city of Niagara Falls is shaded in red on the map of Niagara County.



Below is a map of the city of Niagara Falls showing the service and recruitment area for the District's HS / EHS program.



The most concentrated area of poverty in Niagara County is in the city of Niagara Falls which has the largest population totaling 48,360. Approximately 43% of all people residing in the city of Niagara Falls are living below the poverty level or up to 200% of the Federal Poverty Level. In contrast the percentage of people are living in or near poverty is 28% in Niagara County and 28.8% in New York State. Poverty is most prevalent among African Americans which have the largest minority representation in the population and make up 33% living below poverty level. Since the pandemic deep poverty is worsening. A total of 5,541 residents representing 11.7% of the city's population have incomes below \$10,000. Ten, years ago the poverty rate was 7.6%. More than half of single parents and 43% of children under 18 live in poverty.

Indicators of need for Head Start and Early Head Start include parental unemployment, food insecurity, low levels of parental educational attainment, high numbers of single parent female-headed households, family poverty, racial differences in student achievement, and health disparities.

The median household income in Niagara County is \$57,252, in contrast, the median household income in the city of Niagara Falls is \$41,137. About two-thirds of jobs in Niagara Falls pay less than \$40,000 per year.

Educational attainment levels in the city of Niagara Falls are low particularly as it concerns the percentage of adults who have a bachelor's degree (11%) or post graduate degree (8%). The higher education rate is about half the rate of New York State (37.5%).

Six of the top ten employers are in tourism and retail. These industries are typically lower-paying and offer only part-time or seasonal employment and are among some of the hardest impacted by the COVID-19 pandemic. Our Head Start / Early Head Start family data reveals many of our working families are employed by these industries.

COVID-19 has had a major impact on the lives and well-being of the residents in the city of Niagara Falls and most people worldwide. The pandemic brought about an unprecedented economic upheaval to the city of Niagara Falls, the larger western New York region and throughout our country. The impact has certainly been felt by both residents and many employers.

As we all adapt to a post-pandemic world, the NFCSD HS / EHS program aims to restore stability, improve quality of life and access to early education services for children and families offering a birth-to-five educational experience. At the same time, the district continues to act as a convening agency for all community partners in the city so comprehensive services to all district families and children are linked from cradle to career-development programs that can be established and sustained.

## 2. Needs of Children and Families

According to the most recent US Census data available, within the city of Niagara Falls there are 2,056 children aged 0-3 of which 945 are eligible for EHS based on a poverty rate of 46% for children under five years of age. There are 1,328 children aged 3-5 years of which 650 are eligible for HS, totaling 1,595 children eligible for the NFCSD HS / EHS program. There is a greater need to EHS services as reflected on our current waitlist. There are few child care providers in the city of Niagara Falls licensed for infants and toddlers.

Needs of Children and Families have continued to be impacted tremendously this year due to COVID-19. Our attendance of both children and staff have been affected during the current school / program year as waves of COVID-19, RSV, and the flu have been persistent and prevalent. Our family services team have continuously worked with numerous community agencies to assure children and families have food, shelter, and health care needed to remain safe and well. Although many families returned to work this year, it is still difficult to enroll new children in some instances. Main reasons included, parents working inconsistent hours; indecisiveness regarding sending children to program vs having family member watch child.

Several community needs were identified by our partners at the Niagara County Health Department and Niagara Falls Memorial Medical Center and shared with us to update our community needs assessment. Additional data was obtained by secondary sources such as data collected by the New York State Department of Health, U.S. Census Bureau, American Community Survey, and County Health Ranking and Road Map.

The primary needs and poverty rates of children and families in the city of Niagara Falls as reported in the original grant remain high, with lack of access to health services, and limited educational attainment among families. This is consistent with what our family advocates have obtained as a part of determining our family needs. These factors result in reduced upward mobility and children's increased likelihood of exposure to adverse early childhood experience and trauma. Moreover, the COVID-19 pandemic caused unprecedented stress for students of all ages and families in the city of Niagara Falls and throughout our country. The aftermath of the pandemic remains as COVID-19 has brought considerable disruption to the way most people live, work, study, and access health care. The city of Niagara Falls, like other communities throughout the country and worldwide is still coping with and navigating the aftermath and recovery. Suffice to say, the landscape in many ways remains unsettled and has not fully returned to pre-pandemic times.

The most recent Community Health Needs Assessment report for Niagara County indicates 43.53% of survey participants report mild stress such as occasional worries related to the COVID-19 pandemic and 24.88% report moderate stress with frequent worries, often anxious, sad or angry, or some trouble sleeping and 7.77% reported severe stress with constantly feeling extremely worried, anxious, sad, angry, or trouble sleeping. This survey was shared district wide and participants included Head Start / Early Head Start staff and parents.

The Federal government has deemed the majority of the city of Niagara Falls' land areas as a Medically Underserved Area (MUA) as a result of the city's pervasive poverty rates, high infant mortality rates and shortage of primary care physicians. Given the number of primary care doctors in the city fall below Federal standards, the Federal government has also designated most of the city of Niagara Falls as a Health Professional Shortage Area (HPSA).

The lack of transportation is also a major concern in the city of Niagara Falls. Bus transportation routes and schedules are limited. Nearly 20% of city residents do not have access to a motor vehicle, underscoring the need to promote local health care access. Many of our Head Start / Early Head Start parents (and some staff) rely on family and friends for transportation to and from appointments, work, and school.

### **3. Chosen Program Options and Funded Enrollment Slots**

There are no requested changes to program options or funded enrollment at this time. NFCSD is funded to serve 181 children which includes 141 children aged 3-5 years through Head Start and 40 children aged 0-3 years in Early Head Start. NFCSD meets the required adult-child ratios and group sizes in compliance of both the New York State Office of Children and Family Services (NYS OCFS) and Head Start Program Performance Standards (HSPPS). In HS classrooms, there is one teacher/adult for every 8 children. The typical group size is no more than 16 children when the majority of the children in the classroom are aged 4 years and no more than 14 children when the majority of enrollment in a classroom is aged 3 years. In EHS, there will be a 1:4 ratio (two teachers/adults) and a group size no larger than 8 children. These ratios and group sizes in both HS and EHS classroom conform to the HSPPS and OCFS.

The HS children are provided with a HS program operating a minimum of 1,080 hours annually and the EHS children are provided with a program operating a minimum of 1,380 hours annually in adherence with the Head Start Program Performance Standards (HSPPS).

NFCSD delivers the program through two program options: HS center-based and EHS center-based services. The community need for programs that offer children opportunities for socialization, for developing social skills, and increased exposure to environments that promote school-readiness and comprehensive health services is best met through this center-based program option. The program options chart is included as an attachment to this document providing an overview of the program, and shows the number of infants, toddlers, and preschoolers served in our program for the upcoming school / program year.

a. The program locations as indicated in HSES.

We are operating in two locations during the current 2022 – 2023 school / program year. Our Early Head Start program is offered in the district's Community Education Center and our Head Start location is in the DiFrancesco Center, a former elementary school once owned by the district. The DiFrancesco Center has been a Federal interest property for the past several years under various Head Start grantees. As the HS / EHS grantee for the city of Niagara Falls, the title to this building was transferred from the interim grantee CDI to the district in January of 2022.

b. Enrollment reduction: Not applicable at this time.

c. Conversion: Not applicable at this time.

#### 4. Centers and Facilities

The District's Early Head Start program is housed in the Community Education Center and is licensed by the NYS OCFS to serve 40 infants and/or toddlers. The DiFrancesco Center is licensed to serve 141 Head Start students (3-4 years old). When submitting the Baseline Application, it was anticipated that the District would acquire the title of the Federal interest property of the Donovan Center. However, this building has not been transferred to the NFCSD and as a result the District is operating two, rather than three program facilities.

**The DiFrancesco Center:** This center is located in the heart of the city of Niagara Falls and licensed by OCFS to operate as a HS only location. For the upcoming program year, we intend to serve 141 Head Start children at this center. It is conveniently located within walking distance of two elementary schools that will receive Head Start children as kindergarteners and offers a more convenient location for families who have other children attending in these nearby elementary schools.

**Community Education Center:** The Community Education Center (CEC) is located in the LaSalle are of the city of Niagara Falls and we intend to serve 40 Early Head Start children at this center.

The CEC is the home of NFCSD's community education programs such as GED and is nested within the same building as the Focus on Families home visiting program. It is located near an elementary school that will receive some of the children as kindergarteners.

While the program does not provide transportation, both centers are either located by a nearby transportation center or within a few blocks from a bus route.

#### 5. Eligibility, Recruitment, Selection, Enrollment and Attendance

At this time the Criteria for Selection is in the process of being reviewed by the Policy Council (PC) and they will recommend any changes to the governing body. A copy of the current Criteria for Selection under review is included as an attachment to this Non-Competing Continuation Application.

When NFCSD took over the program, during those first six months in operation it was found that many posters were advertised throughout the city with the interim organization's contact and registration application information. It took some time, though we were able to get them all down and replace them with new posters displaying our contact and registration application information. This year is our first full cycle of recruitment efforts under the district. Registration application packets are in every district building, and were sent home in the district wide newsletter to all residents in the city. Our family and community team has participated in recruitment events, such as the Pre-K Jamboree in August 2022, and will be attending the upcoming event in April, "Walk Against Child Abuse."

A unified application registration process for all early childhood education programs under the district was developed, and has made the registration process more streamlined and convenient for families. All registration takes place at the district's central registration office, and the applications are distributed to the appropriate ECE programs.

#### 6. Education and Child Development

The NFCSD is using the Creative Curriculum for Infants/Toddlers and Twos (CC-IT2) in EHS and the Creative Curriculum for Preschool in HS (CC-Pre-K). The Creative Curriculum is scientifically valid and evidence based. The curriculum aligns with the Head Start Early Learning Outcomes Framework (HSELOF) and the New York Early Learning Guidelines (NY-ELGs) and there are no changes to this area at this time.

To measure the quality of teacher-child interactions in the classrooms, as well as adhere to tools incorporated into the HSPPS, our program uses the Classroom Assessment Scoring System (CLASS). The CLASS assessment is divided in to three domains; emotional support, classroom organization, and instructional support. Our program scored high in the first two domains, which include the dimensions positive climate, negative climate, teacher sensitivity, regard for student perspective, behavior management, productivity, and instructional learning formats. Within each dimension lie indicators, which are divided in to low (1,2), mid (3,4,5), and high (6,7) range. The teaching staff scored in the mid to high range in the above, mentioned dimensions. In the remaining three dimensions of concept development, quality of feedback, and language modeling, our program scored a two, placing them in the low to mid-range for classroom quality.

With the data provided by CLASS, our program will develop plans for making systematic improvements in all areas in need of improvement. With intentional planning, we will use the information to provide workshops and trainings aimed at improving teacher knowledge on how to implement high quality instructional strategies. This, in conjunction with the ECERS and ITES as program assessment tools, will aid our program in assessing the quality of our early childhood learning environments, and target areas that need strengthening.

#### 7. Health

The NFCSD HS / EHS program continues to place a strong emphasis on the health and well-being of the children and families who are served. Families are assisted in finding health care options to meet their needs. Additionally, partnerships with various community agencies ensure students and families receive the care they need as health needs are identified. Currently, 100% of our HS / EHS families have health insurance. Health data will continue to be collected, analyzed and shared with our program's established Health Services Advisory Committee (HSAC) and other stakeholders to ensure our HS / EHS students and families are supported. There are no proposed changes to report in this section.

Many Mental Health Initiatives are underway in our program. EHS mental health consultant are working with EHS teaching staff in-person, visiting the classroom and providing guidance on how teachers must keep health and mental health a priority when it comes to their well-being. Partnership in development with Best Self Behavioral Health. This will include various components such as, a mental health intern, on-site mental health consultations and counseling services for staff and parents, and Mental Health First Aid for staff and parents. The associate director of The Institute on Trauma and Trauma-Informed Care, Buffalo Center for Social Research, UB School of Social Work, has provided services both in the classroom and one on one with staff. She has observed classrooms, followed up, and provided guidance and insight to teaching staff.

## **8. Family and Community Engagement**

Although there are no proposed changes to this area at this time, this is an area that has been strengthened since our program submitted the Baseline Application last year when our program was in its infancy.

As a relatively new grantee, our program utilizes the Training and Technical Assistance (T & TA) offered to us from the Regional Office of Head Start. During the first 6-months of operation we identified that family and community engagement is an area that needed to be strengthened. As a result, our T & TA specialist has been, and continues to provide technical assistance and training in the Head Start Parent, Family, and Community Engagement (PFCE) Framework. A Family Outcomes Series was designed for our family services team by our T & TA Specialist. Each session focuses on one (1) of the seven (7) family outcomes of the PFCE Framework. PFCE Series includes the following session: Family Well-Being, Positive Parent-Child Relationships, Families as Lifelong Educators, Families as Learners, Family Engagement in Transitions, Family Connections to Peers and Community, and Families as Advocates and Leaders. Session consist of a guided discussion on the outcome and small group work to develop new strategies to engage families in that outcome. Preliminary indicators point to improvement in this area and it is expected to continue as we evolve as a new grantee in our first full school / program year of operation.

Each family completes a needs assessment with their family advocate upon enrollment into the program. After completing their needs assessment, families have the opportunity to participate in individualized goal-setting with their family advocate. Family advocates partner with families helping them develop actionable steps toward accomplishing their targeted goals that are correlated to increased school readiness and connect families to various community resources. Family needs and progress toward goal attainment are documented by family advocates.

The family services team maintain regular communication through home visits, phone calls, and other communication modalities with families as they monitor and assist them with completing objectives identified during the goal-setting process of their Family Partnership Agreement. The family services team have facilitated connections with community resource agencies, and these agencies have been providing information and resources at monthly parent committee meetings that take place at both HS and EHS locations.

Our program continues to utilize ChildPlus Head Start data management software to track family engagement outcomes and type of services provided to families. The ChildPlus database is aligned to the Program Information Report (PIR). Child and family records are maintained in both hard copy and data is input and documents are uploaded into the ChildPlus database. This database is monitored regularly by the Family Services/ERSEA Coordinator in consultation with the ChildPlus Data Specialist for quality assurance and accuracy of data reports such as the PIR.

## **9. Services to Children with Disabilities**

We do not anticipate any changes in this area during the 2023 – 2024 school / program year. Strong partnerships have been formed between the HS / EHS Program Manager/ Education Supervisor who oversees disabilities and both the district's Committee for Preschool Special Education Chair and the Early Intervention (EI) Director of Niagara County. Collaborative meetings with the afore mentioned parties, have resulted in establishing systems of communication to ensure a smooth process when referring a child for evaluation and transitioning of children from EI to CPSE to CSE. Expectations are clear and communication is strong. All education staff received training in the referral and evaluation process during preservice in August 2022.

Multidisciplinary Team (MDT) meetings are held monthly, and include the child's Teacher, Family Advocate, Program Manager/Education Supervisor and Center Director. Others are asked to join if necessary, such as an early childhood coach, mental health professional or therapist. Children's strengths and needs are discussed, and determinations are made regarding the referral process or modifications to children's individualized plans. The education supervisor (disabilities manager) advises and provides documentation pertaining to a referral if needed, so the process is efficient without delay.

## **10. Transition**

Although there are no proposed changes pertaining to transition at this time, the NFCSD HS / EHS recognizes transition as an important part of the HS / EHS program. It is the program's intent to ensure transitions into EHS or HS, and EHS to HS as well as HS to Kindergarten are smooth and supportive for both the child and the family as described in the original application. At this time a kindergarten transition workshop is being planned and offered this spring for all parents of children who will attend kindergarten in the fall.

## **11. Services to Enrolled Pregnant Women**

This is not applicable to our current grant funding.

## **12. Transportation**

Transportation is not currently provided and there are no changes in this area.

### **Sub-Section C: Governance, Organizational and Management Structures**

#### **1. Governance**

There are no major changes to program governance at this time. As a school district, our BOD is comprised of elected officials, and per the exception clause in 642(c) of the Head Start Act, is not subject to the traditional composition requirements of a Head Start grantee governing body. Our BOE has nine (9) elected individuals that serve 5-year terms and our program meets the required membership of the governing body as defined in the regulations. To meet these requirements the BOE consists of at least one (1) member to provide fiscal/accounting expertise, one (1) member to provide early childhood education expertise and one (1) member to provide legal expertise. The following Board members meet these criteria:

- a. Mr. Russell Petrozzi – fiscal/accounting
- b. Mr. Vincent Cancemi – early childhood education
- c. Mr. Angelo Massaro, esq. – legal

Prior to the school district acquiring the HS / EHS grant, the HS / EHS Director reviewed the responsibilities of the governing body with NFCSD Board of Education (BOE). The HS / EHS Director attends Board meetings periodically providing program updates in person. Whereas, the Superintendent of Schools serves in the role of the Executive Director and is present at every Board meeting. Since taking over administration of the HS / EHS contract, the BOE has added an item to their monthly agenda to include a review of HS / EHS program and fiscal reports. These monthly reports are submitted to the Superintendent and Board. As the Executive Director, the Superintendent presents these reports and addresses any questions that arise. The HS / EHS program director presents the reports when she attends them periodically. HS / EHS program and fiscal reports continue to be a fixed item on the Board's meeting agenda and resolutions pertaining to any HS / EHS fiscal matters such as budget revisions, policies, and personnel related matters are added to the agenda as necessary and Board members vote to approve or disapprove. Some examples include: Policy Council Bylaws, The COVID-19 Vaccination Policy, COVID-19 Mitigation Policy, and American Rescue Plan (ARP) Budget Revision Amendment. The BOE continues to ensure oversight and shared governance of the program.

NFCSD recognizes that our HS / EHS parents are essential stakeholders in our decision-making process. We continue to support and encourage comprehensive parent/family involvement in governance through participation in our parent committees at the center level and Policy Council. Our Policy Council meets at least once a month to review enrollment, program and financial reports and other, pertinent program information. Our current Policy Council membership is highly engaged and has been trained in their governance responsibilities. Likewise, training includes HSPPS, Bylaws, officer training, committee training, how to run an effective meeting, and parent leadership and advocacy. The Policy Council chair meets with the HS / EHS director and together they collaborate to develop the monthly meeting agenda.

The NFCSD values the HS / EHS Policy Council and Parent Center Committees and acknowledges them as critical components of the overall program. They serve as the voice for the parents and are a vital link between parents, the program, and the community. Minutes from both Policy Council and Parent Center Committee meetings are posted on center parent communication boards so that parents are abreast of information shared at Policy Council and Parent Center Committee meetings. In turn, Policy Council representatives have the opportunity to update parents at Parent Center Committee meetings sharing program information they receive through their participation in Policy Council in order to keep parents informed and engaged of HS / EHS program planning and monitoring activities, as well as program goals and outcomes. HS / EHS management team are asked to attend Policy Council meetings periodically to report service activities that relate to each content area and the HS / EHS director presents the Policy Council with program and financial information monthly.

Our Policy Council was instrumental in the development of our current Policy Council Bylaws. The draft was reviewed by our governing body's legal authority and presented to the Board for approval. As our program continues to evolve the Policy Council will inform program policies, activities, services, and program delivery and design. A copy of the approved Bylaws is submitted as an attachment.

There are no changes to the roles and responsibilities of the Board and/or Policy Council from the Baseline Application. Policy Council and the Board of Directors receive training annually on various aspects and reflected in the Training and Development Plan.

#### **2. Human Resources Management**

There are no proposed changes pertaining to Human Resources Management to report at this time. However, it is worth noting that the HS / EHS Program Manager / Education Supervisor works in close consultation and collaboration to ensure compliance to all District, NYS Office of Children and Family Services (OCFS), and Head Start employment requirements and regulations. Personnel records are maintained in the HR Office located in the District's Board of Education building, commonly referred to as Central Office.

Both of our HS / EHS sites are regulated by NYS OCFS and training records are maintained onsite in the Center Director's Office. The Program Manager / Education Supervisor tracks and maintains master training records of all HS / EHS

- staff for the whole program. This includes, but is not limited to employees enrolled in Child Development Associate (CDA) or other education program.
- New employees that are hired prior to the annual pre-service trainings, will go through an orientation process and participate in pre-service trainings. This includes mandatory trainings required by NYS OCFS, statewide trainings that the district is required to participate in, and intentional trainings pertaining to data results from the previous school year. Any employees that are hired after pre-service will also go through the orientation process, and participate in mandatory NYS OCFS trainings that are offered online. While working in the program, new employees will receive support from the practice-based coach as well as the education supervisor through evidence-based practices that will enhance their knowledge of early childhood education and developmentally appropriate practices.
- Our program also partners with the HANCI Foster Grandparent Program, which gives senior citizens the opportunity to work in our program as a support to the classroom. Each foster grandparent is required to go through the same clearance procedures and mandatory trainings as HS employees, and are included in the pre-service trainings. As with all new employees, if a foster grandparent joins the program after pre-service, they will receive training and support through other modalities such as online experiences.
- This past year we have experienced challenges in attracting, recruiting, and hiring qualified staff. This has impeded our ability to open more classrooms to reach our funded enrollment. Another critical position that has been challenging to fill is that of a Health Coordinator to oversee the health services area of health, mental health and nutritional health. We are fortunate to have the District's Medical Director to serve in the consultative capacity as needed, but the day-to-day oversight and tasks have had to be distributed amongst the HS / EHS Director and the HS / EHS Management Team to ensure health requirements and HSPPS are met.
- We have revised the job specification and enhanced the salary within the existing HS / EHS budget in an effort to make it more comparable to starting rates of pay for nurses working in the local health care industry. It is preferred that the Health Coordinator be a Registered Nurse (RN), but we will consider a Licensed Practical Nurse (LPN). It is hoped that this will attract qualified candidates so the position will be filled prior to the start of the 2023 – 2024 school program year.
- We will explore creative solutions that include, but are not limited to, reaching out to local colleges and universities to participate in their job fairs. We will also consider paid internships if we find our revamped efforts to fill the position of Health Coordinator fall short. As stated in the Service Delivery Section, the city of Niagara Falls is experiencing a nursing shortage and this is likely a significant contributing factor the challenges we have faced in trying to fill the Health Coordinator position.

### **3. Program Management and Quality Improvement**

- Our Focus Area One (FA1) review was completed in December of 2022. No deficiencies were noted and no corrective action plans required. There was one area of concern noted and this consisted of a couple of our Early Head Start Teacher Assistants who are currently enrolled in or just finishing their Child Development Associate (CDA) credential training requirements so they will obtain the necessary requirements as stated in HSPPS, 1302.91 (e) (1). It is anticipated that these will be completed by the end of the current calendar year.
- The HS / EHS management Team, with support from OHS T & TA specialists, is in the process of developing a Self-Assessment Tool. The annual self-assessment process will be used to facilitate the identification of program strengths and opportunities to grow that will inform the development of program improvement plans. Although we have not completed a formal self-assessment, HS / EHS Self-Assessment results and program improvement plans based upon the results will be included in the Non-Competing Continuing Application in subsequent years.
- As a new grantee taking over the administration of the HS / EHS program in the middle of the school year posed many challenges and opportunities. The first 6 months were focused on relationship building and using the Head Start Program Performance Standards (HSPPS) and other resources to assess and determine the condition of the program we acquired. Suffice to say, we did not have a formal tool in place for Self-Assessment in those first six months. In short order, we discovered we had inherited a program that was severely under enrolled and several requirements were already overdue or not completed (ex. dental screenings and health records).
- We utilized a triage approach in those first six months to conduct a preliminary assessment of program needs grounded in the HSPPS in order to determine the urgency to address each need and prioritize the most critical. This required us to prioritize the priorities. An example of how we addressed one of the priority needs identified necessitated us to seek out assistance from University Pediatric Dentistry (UPD) and establish a Memorandum of Understanding (MOU) to ensure all HS / EHS children meet the oral health requirement as stated in the HSPPS. Our partnership with UPD has resulted in better oral health outcomes for our HS / EHS children.
- As we are now about 7 months into our first full school / program year we continue working hard to ensure all requirements are being met. Most of our energy and efforts have been focused on correcting the deficiencies we inherited and taking the initial steps in our quest to elevate the overall quality of the program. In the coming months our T & TA specialist will continue working with us in our development of a Self-Assessment Tool and provide support in the overall process. We look forward to implementing the formal self-assessment process to assess our first full school / program year. This will involve all stakeholders (i.e., staff, parents, Policy Council, Board,



and community-based partners) and results will determine program goals and strategic plans as well as strengths and opportunities for growth and improvement.

## **Section II: Budget and Budget Justification Narrative**

This budget and budget justification is for the time period of 07/01/2023 – 06/30/2024. The chart below specifies each category and the descriptions indicate the justification for specific areas.

Budget Category	Program Operations	Training & Technical Assistance	Non-Federal Share
Personnel	\$1,997,647.00	\$0.00	\$139,072.00
Fringe Benefits	\$82,445.00	\$0.00	\$407,806.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$18,500.00	\$0.00	\$0.00
Contractual	\$123,993.00	\$34,219.00	\$27,500.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total Direct Charges</b>	<b>\$2,222,585.00</b>	<b>\$34,219.00</b>	<b>\$574,378.00</b>
Indirect Charges	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,222,585.00</b>	<b>\$34,219.00</b>	<b>\$574,378.00</b>

### **Personnel**

Operations	T&TA	Non-Federal Share	TOTAL
\$1,997,647.00	\$0.00	\$139,072.00	\$2,136,719.00

Personnel expense is budgeted to encompass 90% of the District's Head Start/Early Head Start allocation amount for the 2023/2024 school year. The personnel listed includes one year of salary/wages for all of the positions assigned to this program. Here is a complete list of staffing:

Position	Staff Name	Hourly Wage	Total Charged	Qualification
HS/EHS Program Director	Haley O'Stewart, Lynnette	\$79.06	\$138,854	Ph.D. & M. Ed. NYS SAS
HS/EHS Education Coordinator	Brydges, Sara	\$35.30	\$73,053	M.S. Ed.
HS/EHS FC/ERSEA Coordinator	Linde, Nicole	\$27.17	\$55,000	BA & FD
HS Custodian	Mohammed, Yaseem	\$18.54	\$36,153	
EHS Custodian (part-time)	Rodriguez, William	\$17.00	\$33,150	
HS/EHS Administrative	Shank, Dana	\$22.83	\$44,518	AS S Ent

Assistant & Data Specialist				
Family Advocate	Daniels, Beverly	\$17.87	\$37,170	FDC
Family Advocate	Mercado, Tamara	\$17.87	\$37,170	FDC
Family Advocate	Robinson, Ra'el	\$17.87	\$37,170	FDC
Family Advocate	Vacant	\$17.00	\$35,360	
Family Advocate	Vacant	\$17.00	\$35,360	
HS Instructional Teacher	Castro, Colleen	\$28.26	\$44,518	M.S. Ed. NYS Cert.
HS Instructional Teacher	Orshal, Jessica	\$26.92	\$42,398	BA
HS Instructional Teacher	Priore, Steven	\$26.92	\$42,398	BA
HS Instructional Teacher	Sawyer, Amber	\$25.57	\$42,840	AS
HS Instructional Teacher	Voutour, Melissa	\$26.92	\$42,398	BA
HS Instructional Teacher	Nixon, Allison	\$28.26	\$44,518	M.S. Ed. NYS Cert.
HS Instructional Teacher	Vacant	\$26.67	\$42,000	
HS Instructional Teacher	Vacant	\$26.67	\$42,000	
HS Instructional Teacher	Vacant	\$26.67	\$42,000	
HS Teaching Assistant	Leslie, Sylvia	\$17.00	\$26,520	HSD (No to CD
HS Teaching Assistant	Roseboro, Christine	\$17.00	\$26,520	HSD (No to CD
HS Teaching Assistant	Bax, Susan	\$17.00	\$26,520	CDA
HS Teaching Assistant	Voutour, Jenna	\$17.00	\$26,520	CDA
HS Teaching Assistant	McCoy, Ciara	\$17.00	\$26,520	Some cou EC
HS Teaching Assistant	Hayes, Cheryl	\$17.00	\$26,520	HS (Enr CD
HS Teaching Assistant	Myles, Ula	\$17.00	\$26,520	CDA
HS Teaching Assistant	Vacant	\$17.00	\$26,520	
HS Teaching Assistant	Rankin, Jennifer	\$17.00	\$26,520	CDA
EHS Instructional Teacher	Hamilton, Samara	\$28.13	\$43,890	CDA col EC
EHS Instructional Teacher	Haudricourt, Hayleann	\$28.13	\$45,578	CDA
EHS Instructional Teacher	Robertson, Kali	\$28.13	\$45,578	CDA
EHS Instructional Teacher	Vacant	\$26.92	\$42,000	
EHS Instructional Teacher	Vacant	\$26.92	\$42,000	

EHS Teaching Assistant	Adcock, Anne	\$17.00	\$28,730	CDA
EHS Teaching Assistant	Linde, Alyssa	\$17.00	\$28,730	Enrolled
EHS Teaching Assistant	Maqsood, Nasreen	\$17.00	\$28,730	Finishing CD Exa
EHS Teaching Assistant	Vacant	\$17.00	\$28,730	
EHS Teaching Assistant - PFIE Coordinator	Vincent, Tracy	\$20.53	\$34,700	Certificat NC CD (En in Ass De
HS Program Aide	Nayab, Gohare	\$17.00	\$26,520	HS (Enr Ass De
HS Program Aide	Vacant	\$17.00	\$26,520	
EHS Program Aide	Ibrahim, Sobia	\$17.00	\$26,520	HS (hir
HS Center Director	Vacant	\$28.42	\$55,000	
HS Center Director	Smith, Steffany	\$29.90	\$58,140	M.S. Ed.
EHS Center Director	Fain, Skye	\$29.22	\$56,973	M.S.Ed.
HS/EHS Head Cook - DiFran Center	Works, Denita	\$17.00	\$33,150	HS
HS/EHS Cook - CEC	McDougald, Brianna	\$17.00	\$26,520	GED
HS/EHS Cook - DiFran Center	Brinson, Keyonna	\$17.00	\$26,520	CDA
HS/EHS Cook Assistant - DiFran	Vacant	\$17.00	\$15,470	
HS/EHS Cook Assistant - CEC	Vacant	\$17.00	\$15,470	
HS/EHS Cook Assistant	Vacant	\$17.00	\$15,470	
HS/EHS Health Coordinator	Vacant	\$31.01	\$60,000	

<b>Total Personnel</b>	<b>\$1,997,647</b>
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**Head Start/Early Head Start Director (FTE) – annually: \$138,854.00** = allocated to the HS/EHS Program. This individual is the District’s Administrator responsible for oversight of the Head Start and Early Head Start program (i.e., fiscal, legal, and all program operations). This includes, but is not limited to the ensuring adherence to all Head Start Program Performance Standards (HSPPS) and local, state, and Federal regulations and prepares all HS / EHS grant applications and reports due to the Office of Head Start. Represents Head Start / Early Head Start as a part of the District’s administrative leadership team, and reports directly to the Superintendent of Schools. As the District’s administrator of HS / EHS, reports and regular communications are maintained with the Board of Education, Policy Council, and other stakeholders. This is an administrative expense charged to the Head Start / Early Head Start grant. Time is charged based upon actual work done for each program bi-weekly. This position is part of the Program Design and Management category.

**HS/EHS Program Manager/Education Supervisor (FTE) – annually: \$70,053.00** = allocated to the HS/EHS Program. This individual oversees the education service area and its intersection to all other program service areas. Responsibilities include, but are not limited to coordinating and monitoring implementation of the HSPPS related to early childhood education and children with disabilities, ensuring alignment with curricula, Head Start Early Learning Outcomes Framework (HSELOF), tracking and monitoring school readiness outcomes, and provides

supports and guidance to center directors and classroom teachers that support student learning and effective curriculum implementation and identifies staff training needs. This is an administrative expense charged to the Head Start / Early Head Start grant. Time is charged based upon actual work done for each program bi-weekly. This position is part of the Program Design and Management category.

**HS/EHS FCP/ERSEA Coordinator (FTE)– annually: \$55,000.00** = allocated to the HS/EHS Program. The FCP/ERSEA Coordinator is responsible for oversight of family services and ERSEA. This includes, but is not limited to monitoring family needs, goals, and outcomes data under the umbrella of the Head Start Parent, Family, and Community Engagement (PFCE) Framework. Analyzes and interprets data regularly regarding families and community needs. Collaborates with community members to support the needs of our families. Works in close consultation with the District’s Registration Office to ensure compliance to enrollment criteria. This is an administrative expense charged to the HS / EHS Grant.

**Administrative Assistant & Data/Monitoring Specialist (FTE) – annually: \$44,518.00** = allocated to the HS/EHS Program. This person is responsible for supporting the HS / EHS Director and HS / EHS management team in clerical duties such as front desk and phone coverage in the HS / EHs administrative offices, preparing program correspondences, memoranda, program handbooks, meeting minutes and agenda, and other clerical duties as assigned. Assists with facilitation of Policy Council meetings and supports the Policy Council Secretary in scribing meeting minutes and preparing them for distribution. Additional responsibilities include, but are not limited to, data entry for ChildPlus that includes running PIR and other data reports and data checks for quality assurance. This is an administrative expense charged to the Head Start/Early Head Start grant. This position is part of the Program Design and Management category.

**Health Coordinator (FTE) – annually: \$60,000.00** = allocated to the HS / EHS Program. This person is responsible for oversight of all HS / EHS Health Services (physical health, mental health, and nutritional health). Responsibilities include, but are not limited to, conducting required health screening and/or coordinating and facilitating community-based health partners to assist, working in collaboration with consultants and the District’s Medical Director, and provide leadership in facilitating the Health Services Advisory Committee (HSAC). Additional duties include assessing and monitoring of acute and chronic health needs. This includes supporting children’s individual nutritional needs and adherence to all Child and Adult Care Food Program (CACFP) requirements. This is an administrative expense charged to the Head Start/Early Head Start grant. This position is part of the Program Design and Management category.

All full-time employees work 37.5 hours per week.

**Non-federal share Personnel** – \$139,072.00 (calculation of this amount presented in the section titled “Non-Federal Share”)

**Fringe benefits**

Operations	Non-Federal	TOTAL
\$82,445.00	\$407,805.00	\$490,250.00

The amount projected for fringe benefits is based upon health insurance, Social Security/ Medicare taxes and the agency offered retirement plan. The calculation of benefits for the full Head Start and Early Head Start Staff is presented in the section titled “Non-Federal Share.” This is consistent with the benefits we provide for all agency programs. This category, which is 24.40% of our personnel cost, includes Employee Retirement, Teacher Retirement, Social Security/Medicare Taxes and Health Insurance.

**Travel**

Operations	T&TA	TOTAL
\$0.00	\$0.00	\$0.00

**Equipment**

Operations	T&TA	TOTAL
\$0.00	\$0.00	\$0.00

**Supplies**

Operations	Non-Federal	T&TA	TOTAL
\$18,500.00	\$0.00	\$0.00	\$18,500.00

This amount includes projected supplies as follows:

- \$13,500.00: \$1,500.00 for each of 9 Head Start Classrooms to purchase items such as, but not limited to, consumables for Head Start students
- \$5,000.00: \$1,000.00 for each of 5 Early Head Start Classrooms to purchase items such as, but not limited to, consumables for Early Head Start students

**Contractual**

Operations	Non-Federal	T&TA	TOTAL
\$123,993.00	\$27,500.00	\$34,219.00	\$158,212.00

The budget for the Operations category is as follows:

Service	Cost
- ChildPLUS	\$6,500

- NYS Office of Family & Children Services	\$500
- DFT Security	\$500
- Verizon	\$2,000
- Spectrum	\$3,000
- Eagle Systems	\$5,500
- Ehrlich Pest Control	\$1,200
- Pyramid Model Training	\$6,000
- TSG Training	\$12,380
- HS Association Membership	\$800
- Hover Networks - DiFran	\$3,800
- National Grid - DiFran	\$25,000
- Niag Cnty Dept Public Works - DiFran	\$20,000
- Niag Falls Water Board - DiFran	\$5,000
- Modern Disposal Services - DiFran	\$4,500
- Mental Health Interns/Services	\$15,000
- Field Trip	\$1,000
- Parent Group	\$500
- Other	\$10,813

<b>Total Contractual</b>	<b>\$123,993</b>
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Non-federal share amount cost calculated in "Non-Federal Share" section.

The budget for the T&TA category is as follows:

Service	Cost
- Coaches	\$10,000
- PD Institute & Leadership Dev.	\$10,000
- Conferences	\$4,000
- CDA	\$10,219

<b>Total T&amp;TA Contractual</b>	<b>\$34,219</b>
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#### Niagara Falls City School District Financial Management System

The Niagara Falls City School District uses the financial software called nVision to account for all funds the District uses:

1. General Fund: this fund encompasses expenses and revenues related to the operation and maintenance of the school district as whole. Local and state dollars that flow into the school district via various funding streams. Local taxes, Foundation Aid and other items flow through this fund to help support District programming.
2. Cafeteria Fund: this encompasses expenses and revenue related to cafeteria operations. This fund includes Child Nutrition expenses as revenues as well as CACFP. The Cafeteria fund is normally self-sustaining and the District used a coding system to differential between Child Nutrition expenses and revenues and CACFP expenses and revenues.
3. Special Aid Fund: this encompasses expenses and revenues related to all grants that the District receives. The District uses unique codes to identify each grant by program. Each grant has its own budget within the Special Aid Fund so that the District can easily identify expenses and revenues by grant. Grant funds are never mixed.

#### Training and Technical Assistance Budget (\$4,000 under travel; \$30,219 other costs)

The information below relates only to projected expenses for funds that will be spent from 07/01/2023 – 06/30/2024 for training program staff and Partners to carry out the expectations of this grant. The Training and Development Plan uploaded in HSES provides more information about these expenditures and additional items.

Other funding

1. Niagara Falls City School District
2. CACFP

Description of financial management system

Non-federal share

The Niagara Falls City School District uses local dollars to pay employees' salaries/wages. Because the District is the Head Start/Early Head Start grantee, the District can use positions that are already filled and streamline processes so that the District can maximize grant funding. The following positions are District positions that spend time working within the parameters of the Head Start/ Early Head Start grant and the time, salary, amount charged associated to this work:

Position	Employee	Salary	% time spent on HS/EHS	In-Kind Amount Charged
Accountant	Schwertfager, Richard	\$78,261.00	25.00%	\$19,565.00
Custodian	Capilupi, Al	\$53,211.00	25.00%	\$13,303.00
Secretary	Ellis, Leslie	\$50,700.00	25.00%	\$12,675.00
Secretary	Tedesco, Wendy	\$69,293.00	10.00%	\$6,929.00
Dir. Facilities	Smeal, Earl	\$120,060.00	10.00%	\$12,006.00
Dir. Business Services	Holody, Rebecca	\$156,813.00	10.00%	\$15,681.00
Dir. HR	Massaro, Maria	\$166,688.00	10.00%	\$16,669.00
Dir. Curriculum	Carella, Richard	\$158,506.00	10.00%	\$15,851.00
Dir. Health Services	Silvaroli, Dr. JoAnn	\$116,034.00	10.00%	\$11,603.00
Director of Food Service	Edwards, Kevin	\$86,983.00	10.00%	\$8,698.00
Groundskeeper	Moore, Marlon	\$60,910.00	10.00%	\$6,091.00

**Total Personnel  
In-Kind**

**\$139,072.00**

The District calculated cost of benefits for Head Start and Early Head Start employees. The calculation is presented in the tables below. After subtracting the costs of Personnel, Fringe Benefits, Supplies, Contractual & T&TA, the District determined that the cost associated with benefits for Head Start and Early Head Start employees would exceed the remaining allocation by \$405,037.00. The District will have to fund \$405,037.00 in Benefit expenses for Head Start and Early Head Start employees though local share dollars. The calculation is as follows:

Position	Salary
Custodian - DiFran Center	\$33,150
Custodian - DiFran Center	\$36,153
EHS Program Assistant/PFIE - DiFran/CEC	\$34,700
Family Advocate - CEC	\$37,170
Family Advocate - DiFran	\$37,170
Family Advocate - DiFran	\$37,170
Family Advocate - DiFran	\$35,360
Family Advocate	\$35,360
FC/ERSEA Coordinator - HS/EHS Admin	\$55,000
HS Program Aide - DiFran Center	\$26,520
HS/EHS Center Director -	\$55,000
HS/EHS Center Director - DiFran Center	\$58,140

HS/EHS Center Director - CEC	\$56,972
HS/EHS Director - HS/EHs Admin	\$138,854
HS/EHS Head Cook - DiFran Center	\$33,150
HS/EHS Cook - CEC	\$26,520
HS/EHS Cook - DiFran Center	\$26,520
HS/EHS Cook Assistant - DiFran	\$15,470
HS/EHS Cook Assistant - CEC	\$15,470
HS/EHS Cook Assistant	\$15,470
HS/EHS Health Coordinator	\$60,000
HS/EHS Program Aide - DiFran Center	\$26,520
HS/EHS Program Aide - CEC	\$26,520
Program Manager/Education Supervisor HS/EHS Admin	\$73,053
HS/EHS Admin.Sec./ChildPlus Data Specialist	\$44,518

Total ERS Salaries	\$1,039,931
ERS Rate	13.10%
ERS Expense	\$136,231

Position	Salary
EHS Instructional Tchr - CEC	\$42,000
EHS Instructional Tchr - CEC	\$42,000
EHS Instructional Tchr - CEC	\$43,890
EHS Instructional Tchr - CEC	\$45,578
EHS Instructional Tchr - CEC	\$45,578
EHS Teaching Assistant - CEC	\$28,730
EHS Teaching Assistant - CEC	\$28,730
EHS Teaching Assistant - CEC	\$28,730
EHS Teaching Assistant - CEC	\$28,730
HS Instructional Tchr - DiFran Center	\$42,000
HS Instructional Tchr - DiFran Center	\$44,518
HS Instructional Tchr - DiFran Center	\$42,398
HS Instructional Tchr - DiFran Center	\$42,398
HS Instructional Tchr - DiFran Center	\$42,840
HS Instructional Tchr - DiFran Center	\$42,398
HS Instructional Tchr - DiFran Center	\$44,518
HS Instructional Tchr - DiFran Center	\$42,000
HS Instructional Tchr - DiFran Center	\$42,000
HS Teaching Assistant - CEC	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520
HS Teaching Assistant - DiFran Center	\$26,520

HS Teaching Assistant - DiFran Center	\$26,520
Total TRS Salaries	\$957,716
TRS Rate	10.29%
TRS Expense	\$98,549
Total FICA Salaries	\$1,997,647
FICA Rate	7.65%
FICA Expense	\$152,820
Health Insurance Expense	\$102,650
ERS Expense	\$136,231
TRS Expense	\$98,549
FICA Expense	\$152,820
Health Insurance Expense	\$102,650
Total Benefits Expense	\$490,250
Benefits charged to Grant	\$82,445
<b>Remaining Benefits Amt to be paid for by District</b>	<b>\$407,806</b>

The District is using a District building to house the Early Head Start Program. The District is not charging the Head Start Grant rent to operate out of the District building, however we would like to request that the cost of the rent be used as in-kind. The calculation is as follows:

5 rooms x \$500 per room per month x 11 months = \$27,500.00

### **6.03** Acceptance of Funds for The 2023/2024 Head Start/Early Head Start Grant Cost-of-Living Adjustment (COLA) and Quality Improvement (QI) Allocation (SG 2)

#### ACCEPTANCE OF FUNDS FOR THE 2023/2024 HEAD START/EARLY HEAD START GRANT COST-OF-LIVING ADJUSTMENT (COLA) AND QUALITY IMPROVEMENT (QI) ALLOCATION

WHEREAS, On January 2nd 2021, the Niagara Falls City School District submitted an application to become the provider of Head Start/Early Head Start services in Niagara Falls, NY; and

WHEREAS, On September 8th, 2021, the Niagara Falls City School District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; and

WHEREAS, The project period for the Head Start/Early Head Start Grant indicated on the Notice of Award is 07/01/2023 – 06/30/2024; and

WHEREAS, The Board, at its meeting on February 23, 2023, accepted the funds indicated on the Notice of Award for Year 3 of the Head Start/Early Head Start Grant, 07/01/2023 – 06/30/2024, with a combined funding of \$2,256,804.00, and

WHEREAS, The combined funding includes \$1,536,120.00 in Head Start Funding, \$686,465.00 in Early Head Start Funding, and \$34,219.00 in Training and Technical Assistance Funding; and



WHEREAS, The Consolidated Appropriations Act, 2023, contains an increase for Head Start of approximately \$960 million over the Fiscal Year (FY) 2022 level. This includes a cost-of-living adjustment (COLA) of \$596 million and a \$262 million Quality Improvement investment. The COLA supports a 5.60 percent adjustment above FY 2022 funding levels to increase the pay scales of Head Start and Early Head Start staff, including vacant positions, fringe benefits, and to offset higher operating costs. Quality Improvement funds are allocated proportionately based on federal funded enrollment levels, with additional adjustments given to smaller grant recipients to allow for a meaningful investment, as permitted by the Act; and

WHEREAS, The District was allocated \$86,023.00 in COLA funding for Head Start and \$38,442.00 in COLA funding for Early Head Start; and

WHEREAS, The District was allocated \$39,906.00 in Quality Improvement funding for Head Start and \$16,866.00 in Quality Improvement funding for Early Head Start; and

WHEREAS, The Board wishes to accept COLA and QI funding and approve the attached COLA and QI budget narrative Supplemental Application

WHEREAS, the Head Start Regional Office has asked for Board Approval of the COLA Award; therefore be it

RESOLVED, That the Board approves the attached 2023/2024 COLA and QI budget narrative Supplemental Application; and be it further

RESOLVED, That the Board accepts the funds for the 2023/2024 COLA and QI Awards; and be it further

RESOLVED, That the grant award of \$181,237.00 be credited to the following Revenue Accounts:

1. F4289.HS0.24 – 2023/2024 HEAD START REVENUE - \$125,929.00
2. F4289.ES0.24 – 2023/2024 EARLY HEAD START REVENUE - \$55,308.00; and be it further

RESOLVED, That the money be expended in the following function/object codes:

Appropriation Description Amount

COLA		QI	
Code	Position	HS	EHS
F1620.162.054.HS24	Custodian - DiFran Center	\$1,283	
F1620.162.054.EH24	Custodian - DiFran Center		\$573
F1620.162.054.HS24	Custodian - DiFran Center	\$1,399	
F2330.110.052.HS24	EHS Instructional Tchr - CEC		\$2,352
F2330.110.052.HS24	EHS Instructional Tchr - CEC		\$2,352
F2330.110.052.HS24	EHS Instructional Tchr - CEC		\$2,458
F2330.110.052.HS24	EHS Instructional Tchr - CEC		\$2,552
F2330.110.052.HS24	EHS Instructional Tchr - CEC		\$2,552
F2330.177.052.EH24	EHS Teaching Assistant - CEC	\$1,609	\$4,217
F2330.177.052.EH24	EHS Teaching Assistant - CEC	\$1,609	\$4,217
F2330.177.052.EH24	EHS Teaching Assistant - CEC	\$1,609	\$4,216
F2330.177.052.EH24	EHS Program Assistant/PFIE - CEC Center		\$1,943
F2330.177.052.EH24	EHS Teaching Assistant - CEC	\$1,609	\$4,216
F2330.176.054.HS24	Family Advocate	\$1,439	
F2330.176.054.EH24	Family Advocate		\$643
F2330.176.054.HS24	Family Advocate	\$1,439	
F2330.176.054.EH24	Family Advocate		\$643
F2330.176.054.HS24	Family Advocate	\$1,439	

F2330.176.054.EH24	Family Advocate	\$643		
F2330.176.054.HS24	Family Advocate	\$1,368		
F2330.176.054.EH24	Family Advocate	\$612		
F2330.176.054.HS24	Family Advocate	\$1,368		
F2330.176.054.EH24	Family Advocate	\$612		
F2330.134.096.HS24	FC/ERSEA Coordinator	\$2,129		
F2330.134.096.EH24	FC/ERSEA Coordinator	\$951		
F2330.110.054.HS24	HS Instructional Tchr - CEC	\$2,352	\$4,434	
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,493		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,374		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,374		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,399		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,374		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - DiFran Center	\$2,493		\$4,434
F2330.110.054.HS24	HS Instructional Tchr - CEC	\$2,352	\$4,434	
F2330.110.054.HS24	HS Instructional Tchr - CEC	\$2,352	\$4,434	
F2330.168.054.HS24	HS Program Aide - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - CEC	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.177.054.HS24	HS Teaching Assistant - DiFran Center	\$1,485		
F2330.138.052.HS24	HS/EHS Center Director - CEC	\$2,129		
F2330.138.052.EH24	HS/EHS Center Director - CEC	\$951		
F2330.138.054.HS24	HS Center Director - DiFran Center	\$2,250		
F2330.138.052.HS24	EHS Center Director - CEC	\$2,205		
F2330.138.052.EH24	EHS Center Director - CEC	\$986		
F2330.150.052.HS24	HS/EHS Director	\$3,838		
F2330.150.052.EH24	HS/EHS Director	\$1,716		
F2860.166-054-HS24	HS/EHS Head Cook - DiFran Center	\$1,283		
F2860.166-052-HS24	HS/EHS Head Cook - CEC	\$1,026		
F2860.166-052-EH24	HS/EHS Head Cook - CEC	\$459		
F2860.166-052-HS24	HS/EHS Head Cook - CEC	\$1,026		
F2860.166-052-EH24	HS/EHS Head Cook - CEC	\$459		
F2860.167-054-HS24	HS/EHS Cook Assistant - DiFran	\$866		
F2860.167-052-HS24	HS/EHS Cook Assistant - CEC	\$599		
F2860.167-052-EH24	HS/EHS Cook Assistant - CEC		\$268	
F2860.167-052-HS24	HS/EHS Cook Assistant - CEC	\$599		
F2860.167-052-EH24	HS/EHS Cook Assistant - CEC		\$268	
F2815.134-098-HS24	HS/EHS Health Coordinator	\$2,322		
F2815.134-098-EH24	HS/EHS Health Coordinator		\$1,038	
F2330.168.052.HS24	HS/EHS Program Aide - CEC	\$1,026		
F2330.168.052.EH24	HS/EHS Program Aide - CEC		\$459	
F2330.168.052.HS24	HS/EHS Program Aide - CEC	\$1,026		
F2330.168.052.EH24	HS/EHS Program Aide - CEC		\$459	
F2330.134.052.HS24	Program Manager/Education Services Supervisor		\$2,827	
F2330.134.052.EH24	Program Manager/Education Services Supervisor			\$1,262
F2330.164.054.HS24	Secretary	\$1,723		
F2330.164.054.EH24	Secretary	\$770		
F2330.803.096.HS24	FICA	\$12,998		

F2330.803.096.EH24	FICA	\$4,025
Total	\$86,023 \$38,442 \$39,906	\$16,866

#### Governing Board Member Vote

Mr. Russell Petrozzi, President  
Mr. Anthony Paretto, Vice President  
Mr. Nicholas Vilardo  
Mr. Robert Bilson  
Mr. James Cancemi  
Mr. Earl Bass  
Mr. Paul Kudela  
Mr. Michael Capizzi  
Ms. Clara Dunn

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NY #02CH012103**

#### **HEAD START / EARLY HEAD START**

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**Budget & Justification Narrative.....10**

#### **Cost-of-Living (COLA) Narrative**

The Niagara Falls City School District (NFCSD) is seeking the maximum cost-of-living adjustment (COLA) funding for the FY 2023 funding year in the amount of \$86,023 for Head Start and \$38,442 for Early Head Start. This funding will be used for permanent, base-building salary increases for all Head Start and Early Head Start staff. Every Head Start / Early Head Start position will receive a COLA of 5.6% as reflected in the personnel budget category, except for the Head Start / Early Head Start Director who will receive a 4% COLA increase as defined in the current employment contract for the Administrative and Supervisory Council of the Public Schools, Niagara Falls, New York.

Section 653(b)(1) prohibits the use of funds appropriated in the Head Start Act to pay the compensation of an individual, either as a direct or indirect cost, at a rate in excess of Executive Level II. The current Executive Level II Pay Scale of \$212,100. was set by the Office of Personnel Management on January 1, 2023. No Head Start / Early Head Start employee exceeds the cap on employee compensation (wages and benefits) as outlines in Program Instruction, ACF-PI-HS-08-03, dated May 12, 2008.

The current budget for personnel in the FY 2023 Non-Competing Continuation Application (NCCA) is \$1,997,647. and the proposed budget reflective of the COLA compensation increases is \$2,105,089. with a net change of \$107,442.

The fringe benefits in the current budget in the FY 2023 NCCA is \$82,445. and the proposed budget is \$99,468. with a net change of \$17,023. This budget category is reflective of a COLA increase of 20.65%. Any overage amount of benefits for Head Start / Early Head Start personnel will be computed as In-Kind from the District.

In summary, the total current budget for personnel in the FY 2023 NCCA is \$2,256,804. and the proposed budget is \$2,381,269. with a net change of \$124,465. This is reflective of the COLA funds allocated to salaries and fringe benefits as presented in this narrative and in the Budget Justification. These permanent increases will take effect at the start of the FY 2023 budget period.

### **Quality Improvement Narrative**

In an effort to promote the hiring and retention of high-quality Head Start and Early Head Start personnel, particularly in positions that are not currently receiving competitive wages commensurate to their qualifications and credentials, the Niagara Falls City School District proposes to utilize Quality Improvement (QI) to invest in enhancing wages for positions as described below and reflected in the Budget Justification.

The District is seeking the maximum amount of Quality Improvement (QI) funding for the FY 2023 funding year in the amount of \$39,906 for Head Start and \$16,866 for Early Head Start. This funding will be used for permanent, base-building salary increases for all Head Start Teachers and Early Head Start Teacher Assistant salaries.

The budget for personnel in the FY 2023 after applying the proposed Supplemental Application COLA increases is \$2,105,089. and the proposed budget reflective of the QI compensation increases is \$2,161,861. with a net change of \$56,772.

In summary, the total budget for personnel in the FY 2023 Supplemental Application after applying the proposed COLA increases is \$2,381,269 and the proposed total budget reflective of the QI compensation increases is \$2,438,041. with a net change of \$56,772. This is reflective of the QI funds allocated to permanently enhance salaries and fringe benefits as presented in this narrative and in the Budget Justification. Any overage amount of benefits for Head Start / Early Head Start personnel will be computed as In-Kind from the District. These permanent increases to salaries will take effect at the start of the FY 2023 budget period.

### **Background & Rationale**

The Improving Head Start for School Readiness Act of 2007 introduced several provisions to strengthen Head Start quality. A highly lauded and significant provision included higher qualifications for the Head Start teaching workforce. One of the reasons the degree requirements were increased for Head Start teachers is because research suggested that better educated preschool teachers provide higher quality learning experiences for young children. There is a growing body of research that supports this premise and numerous studies show that attending high-quality early education can result in children building a solid

foundation for achieving the academic, health, and social outcomes that are of benefit to individual families and to society as a whole.

Although requiring higher qualifications for Head Start teachers occurred more than a decade ago, salaries have remained mostly stagnant. Head Start, like so many other early childhood programs regionally and nationally have struggled to attract a highly qualified workforce. The disparity in the early childhood workforce was a crisis before the COVID-19 pandemic and that crisis has only exacerbated the inequities in wage parity between the educators who work in Head Start and those who work in public school settings. As we adapt to a post-pandemic period of recovery many teacher positions in Head Start and other early childhood sectors have not returned to pre-pandemic levels, both regionally and nationally. As a result, fewer children are able to be served because of the lack of hiring qualified staff. Without intentional and comprehensive approaches, early childhood programs, including many Head Start grantees, will continue to struggle to find and keep the teachers our children deserve.

According to a report published in 2022 by the National Head Start Association (NHSA), Head Start programs are experiencing difficulties nationwide in filling open positions, which equals fewer children served. The report indicates many programs have been forced to close classrooms and operate below their funded enrollment due to lack of staff. In an effort to address these universal challenges, the Office of Head Start (OHS) encouraged grant recipients to consider various strategies to stabilize the Head Start workforce. In ACF-IM-HS-22-06 OHS highlighted several strategies, and strongly encouraged Head Start grant recipients to permanently increase compensation as the most effective strategy in retaining and recruiting qualified staff. Fortunately, the Consolidated Appropriations Act, 2023, contains an increase for Head Start over the Fiscal Year (FY) 2022 level. This opportunity for the District to apply for Cost-of-Living (COLA) and Quality Improvement increases for FY 2023 allows for the District to address these inequities.

Recruiting and retaining teachers with higher education requirements requires paying higher salaries, which in turn increases expenses. The salary gap between Head Start and other employers, in the currently tight labor market, has taken on new significance. Current staff and potential staff are faced with making financial decisions in the best interest of their own families and those qualified candidates seek higher paying jobs unrelated to early childhood education. By offering more competitive compensation to our Head Start teachers, comparable to their school district counterparts we will be able to attract more highly qualified teachers and retain our current Head Start teacher workforce.

The Niagara Falls City School District recognizes these inequities and is committed to narrowing the wage gap between employees working in Head Start / Early Head Start, to those in comparable district positions possessing similar or equivalent qualifications. Initial steps have already been executed as reflected in the personnel portion of our budget in our Non-Competing Continuation Application. Wages were permanently increased for all Head Start / Early Head Start employees, previously earning less per hour than the District's lowest hourly wage of \$17.00 per hour. These initial steps were taken to address the wage disparity and last year QI funds were utilized to permanently increase wages for our Family Advocates. Historically, this has been an underpaid, but not undervalued, position in the Head Start

model. These efforts continue as we plan for strategic use of our Head Start / Early Head Start base-funding for FY 2023, and the recent Supplement Application of COLA and QI funds made available to us for FY 2023.

According to the most recent survey from the U.S. Bureau of Labor Statistics, preschool teachers reported a median hourly wage of only \$14.52 in 2020, which adds up to approximately \$30,000 a year salary (associate's degree). That same study reported the median hourly wage of \$22.75 preschool teachers (bachelor's degree) as approximately \$47,000 a year.

The District's current median salary for Pre-Kindergarten teachers (master's degree & NYS certified) is \$84, 920.33 and the starting salary is \$45,121.00. The new proposed salary for a Head Start teacher currently employed with the same qualifications is \$51,445 and the new starting rate is \$48,786. Both are 10-month salaried positions. The budget category is reflective of quality improvement increases of 9.81% for all Head Start Teacher salaries. All of our Head Start teachers meet or exceed the minimum qualifications as defined in 1302.91(e)(2) *Head Start center-based teacher qualification requirements*. These very slightly as we have created a tiered system of education qualifications with those who possess a bachelor's degree or higher and are NYS certified at the highest earnings, followed by those who possess a bachelor's degree in the required early childhood discipline without NYS certification, and those who possess an associate's degree in early childhood education.

The District's recognizes salary parity for early learning staff is a key component of high-quality early childhood education programs that prepare children for success in school and beyond. Therefore, we propose QI funds to be utilized to enhance wages of Head Start Teachers to a higher standard more on par with their district counterpart with similar or equivalent qualifications. The District's Pre-Kindergarten teachers and Head Start teachers are expected to meet the same high standards of providing students with a high-quality early learning experience utilizing the same key features, such as The Creative Curriculum, Teaching Strategies Gold (TSG), Ages and Stages Questionnaires, and Pyramid Model. These teachers serve together on committees such as Week of the Young Child and Curriculum. It is critically important that our Head Start Teachers feel valued as early childhood professionals. By elevating their salary, permanently through the QI funds, the District is able to move toward an early childhood education model of wage parity across settings and able to attract and retain a high-quality workforce, essential for all of the District's high-quality early childhood programs.

The district is also seeking to us QI funding to enhance the salaries of the Early Head Start Teacher Assistants. In our original Early Head Start program design we established our Lead Teacher Early Head Start qualifications as a minimum of an associate's degree in early childhood education and prefer higher. For the Early Head Start Teacher Assistants we require a minimum of a CDA or equivalent. When we took over administration of the Head Start / Early Head Start contract in January 2022, we made an intentional decision to hire the staff already employed by the interim. Hiring new staff in the middle of a school year would have caused disruptions to relationships the teachers and other staff had already formed with children and families they had bonded with since the beginning of the school / program year. It was in the best interest of all to retain the staff to maintain continuity of care and consistency of the program, ensuring a smooth transition for all. When we transitioned the program from the interim to the District, the transfer of employment records revealed that the Lead Early Head

Start Teachers did not possess the qualifications as we had intended for this position. The national model of Early Head Start views all adults in the classroom as teachers as stated in the HSPPS, 1302.91 (e) (1) *Early Head Start center-based teacher qualification requirements*. As prescribed in section 645A(h) of the Act, Therefore, we intend to enhance the current wages of the Early Head Start Teacher Assistants.

Currently, our Lead Early Head Start Teacher's possess a Child Development Associate (CDA) credential specialization in Infants and Toddlers. Moving forward the District is seeking to hire Early Head Start Lead Teacher's who possess an associate's degree or higher as higher education requirements and qualifications is a key indicator of quality. This is the primary reason we have elected to exceed the minimum Early Head Start Teacher qualifications as defined in 1302.91(e)(2). No current employees will be impacted by this, but over time we will gradually phase out CDA for the Lead Early Head Start Teacher qualifications and CDA will be the minimum qualifications for the Early Head Start Teacher Assistants as we originally intended and we will hire those with higher education credentials for Early Head Start Lead Teacher positions.

In our quest to elevate the overall quality of the Early Head Start program we acquired we have already enhanced the salary of the Early Head Start Lead Teacher's within the original base funding we were awarded. It is anticipated that this will attract candidates who possess higher qualifications and within the Early Head Start program there may be three or more levels of Early Head Start Teachers by creating a career lattice. At the entry level is the Early Head Start Teacher Assistant with a CDA or equivalent (or enrolled in a CDA program), the next level is the Lead Early Head Start Teacher with a CDA, and then is a Lead Early Head Start Teacher with an associate's degree or higher. Many Head Start / Early Head Start programs classify these positions as Teacher 1, 2, 3, etc. to distinguish both qualifications and responsibilities.

The District's current salary for Early Head Start Teacher Assistants is \$28,730. The new proposed salary for Early Head Start Teachers Assistants reflective of the COLA increases is \$30,339, and with the QI funding it will be \$34,556. These are 11-month salaried positions. The budget category is reflective of quality improvement increases of 10.67% for all Early Head Start Teacher Assistant salaries.

As presented in the most recent survey from the U. S. Bureau of Labor Statistics, the median annual wage for teacher assistants was \$29,360 in May 2021. Typically, it is required that a teacher assistant has some college coursework and/or type of educational credential. This has been taken into consideration in our proposed permanent increases of salaries for Early Head Start Teacher Assistants.

In summary, we respectfully request QI funds to be applied as we have described in this Supplemental Application.

Item 6.04 approved on a motion by Anthony F Paretto, second by Paul Kudela.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.04** Acceptance and Approval of The Real Property Tax Report Card for 2023-2024 (SG 3)

A motion is recommended for the approval of the following resolution:  
Acceptance and Approval of the Real Property Tax Report Card for 2023-2024.

IT IS HEREBY RESOLVED, That the Board of Education accepts and approves the real property tax report card (attached) prepared from the budget approved for 2023-2024 in the total amount of \$181,504,208 and directs the Budget Manager to submit this report card to SED by the close of business tomorrow, March 31, 2023.

**Property Tax Report Card**  
**Form Due - April 24, 2023**

	Budgeted 2022-23 (A)	Proposed Budget 2023- 24 (B)	Percent Change (C)
Total Budgeted Amount, not including Separate Propositions	164,895,787	181,504,208	10.07%
A. Proposed Tax Levy to Support the Total Budgeted Amount <sup>1</sup>	25,828,989	25,828,989	
B. Tax Levy to Support Library Debt, if Applicable	-	-	
C. Tax Levy for Non-Excludable Propositions, if Applicable <sup>2</sup>	-	-	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if applicable	-	-	
E. Total Proposed School Year Tax Levy (A+B+C-D)	25,828,989	25,828,989	0.00%
F. Permissible Exclusions to the School Tax Levy Limit	2,522,661	2,020,085	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions <sup>3</sup>	24,565,905	23,846,511	
H. Total Proposed Tax Levy for School Purposes, <u>Excluding</u> Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax Cap Reserve (E-B-F+D)	23,306,328	23,808,904	
I. Difference: (G-H); (negative value requires 60.0% voter approval) <sup>2</sup>	1,259,577	37,607	
Public School Enrollment	7,011	7,018	0.10%
Consumer Price Index			8.0%

<sup>1</sup> Include any prior year reserve for excess tax levy, including interest.



Item 6.05 approved on a motion by Earl F Bass, second by Rob Bilson..

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.05 Superintendent's Recommended General Fund Budget for School Year 2023-2024 (SG 3)**

A motion is recommended that the Board of Education receive the Superintendent's recommended General Fund Budget for the school year 2023-2024.

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 2023-2024 fiscal year; and

WHEREAS, Based on information received, the Superintendent prepared his recommendation for the 2023-2024 budget in the amount of \$181,504,208 which are herewith submitted to the Board for its action; therefore be it

RESOLVED, That the Superintendent's recommendation for the proposed General Fund Budget for school year 2023-2024 in the amount of \$181,504,208 herewith submitted is received and filed by this Board.

Items 6.09 – 6.08 approved on a motion by Rob Bilson, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.06 Approval of Appointment of Election Inspectors for 2023 (SG 4)**

A motion is recommended for the approval of the following resolution: Appointment of Election Inspectors for 2023.

WHEREAS, The annual school election/budget vote of the Niagara Falls City School District will be held on Tuesday, May 16, 2023; and

WHEREAS, This Board at its February 23, 2023, Regular Meeting established the number and location of election polls; and

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; and

RESOLVED, That the following list of qualified voters are hereby appointed to serve as Inspectors, and/or poll monitors, as indicated, 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 inspector appointed be compensated in the amount of \$131.25 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 \$30.00, and

BE IT FURTHER RESOLVED, That each election inspector who attends one of the workshops held on Monday, May 16, 2023, be compensated \$25.00.

(See attached.)

**6.07 Approval of Appointment of Alternate Election Inspectors for 2023 (SG 4)**

A motion is recommended for the approval of the following resolution: Appointment of Additional Election Inspectors.

WHEREAS, The Annual School Election/Budget Vote will be held on Tuesday, May 16, 2023; and

WHEREAS, At the Regular Board Meeting of March 30, 2023, 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 \$131.25 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 16, 2023, be compensated \$25.00.

(See attached.)

**6.08 Approval of Appointment of Machine Custodians for Election 2023 (SG 4)**

A motion is recommended for the approval of the following resolution on the Appointment of Voting Machine Custodians for 2023:

WHEREAS, An election will be held on Tuesday, May 16, 2023, to choose two members for the Niagara Falls Board of Education, to vote on the school budget and any other propositions; and

WHEREAS, The Board at its February 23, 2023 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 2023 the following four people:

Ann Marie Hauptner, Head  
628 Chestnut Avenue  
Niagara Falls, NY 14305

Dale Boos  
301 Main Street  
Youngstown 14174

Sami Grawe  
762 4th St  
Niagara Falls, NY 14301

John L. Szczepczenski  
1246 89th St.  
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 John Szczepczenski, Dale Boos, and Sami Grawe 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 Tuesday, May 16, 2023, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be compensated \$25.00 for each workshop.

Item 6.09 approved on a motion by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.09** Approval of 2022/2023 Health Service Fees for Non-Resident Private and Parochial School Students (SG 1)

A motion is recommended for the approval of the following resolution on Approval of 2022/2023 Health Service Fees for Non-Resident Private and Parochial School Students:

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 upon expenses of \$3,978,660.65 for 2022/2023 and public school enrollment of 6,877 and a parochial school enrollment of 164 as of October 5, 2022, the per pupil cost amounts to \$565.07 therefore, be it.

RESOLVED, That the 2022-2023 health service fee for non-resident private and parochial school students be established at the rate of \$565.07 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 City School District of the City of Niagara Falls as trustee of the City School District of the City of Niagara Falls, 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 City School District of the City of Niagara Falls, County of the Niagara, N.Y., to begin September 6th, 2022 and to end June 30th, 2023.

Now, therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$565.07 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 City School District of the City of Niagara Falls, 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  
City School District of the City of Niagara Falls

\_\_\_\_\_  
Superintendent of Schools

Items 6.10 – 6.17 approved on a motion by Nicholas Vilardo, second by Anthony F Paretto.  
Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**6.10 Approval of Agreement with The Board of Education of The Oakfield-Alabama School District For 2022--2023 School Year (SG 1)**

A motion is recommended for the approval of the following resolution: Approval of Agreement with Kenmore-Town of Tonawanda Union Free School District for 2022-2023 School Year

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 Agreement with Kenmore-Tonawanda Union Free School District a copy of which is attached for the period commencing February 16, 2023 and ending June 30, 2023; 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.

(See attached.)

**6.11 Approval of Contract for Professional Services Between The City School District of The City Of Niagara Falls and Long Life Yoga for After School Programming Through the 21<sup>st</sup> Century Preparatory Grant (March 31, 2023 – June 30, 2023) (SG 1)**

A motion is recommended for the approval of the following resolution: Approval of Contract for Professional Services between the City School District of the City of Niagara Falls and Long Life Yoga at Gaskill Preparatory School for March 31, 2023 – June 30, 2023.

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement and provide mental, social, and emotional support services for students; and

WHEREAS, Long Life Yoga teaches about building self-esteem through the practice of Yoga; and

WHEREAS, Long Life Yoga teaches important life skills such as team work and leadership through Yoga; and the organization has previous experience in many school districts to reach students who face difficult life challenges; and

WHEREAS, The District wishes to enter into Contract with Long Life Yoga to provide youth mentoring for students in the after-school program at Gaskill Preparatory for the 2022-2023 School Year; and

WHEREAS, District Administration has negotiated a Contract with Long Life Yoga to provide such services for two (2) hours per week for a cost not to exceed \$3,600 for period effective March 31, 2023 and to terminate June 30, 2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Long Life Yoga for the 2022-2023 School Year through the 21st Century Preparatory Grant at a sum

not to exceed \$3,600 for the period March 31, 2023 through June 30, 2023, attached hereto, be hereby 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 PROFESSIONAL  
SERVICES BY INDEPENDENT CONTRACTOR  
LONG LIFE YOGA

THIS AGREEMENT, made this 30th day of March 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Long Life Yoga, 286 Victoria Boulevard, Kenmore, NY 14217.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages Long Life Yoga as an independent contractor to render to the District professional services regarding Yoga and Long Life Yoga hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Long Life Yoga shall provide and render to the District the usual and customary services of a contractor for professional services, including:

- Student mentoring after-school to improve confidence and social emotional well-being
- Teaching the practice of Yoga to students
- Two (2) hours per week after-school at Gaskill Preparatory School

All of the functions will be performed by Long Life Yoga and shall be coordinated with the School Principal and/or District Administration. Long Life Yoga possesses a thorough knowledge of youth mentoring and the practice of Yoga.

3. Relationship Between the Parties. Long Life Yoga shall not be an employee of the District. Long Life Yoga 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. Long Life Yoga is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay Long Life Yoga for services hereunder a sum not to exceed \$3,600 paid in two (2) equal installments of \$1,800 on May 1, 2023 and June 15, 2023. Payment checks payable to the order of Long Life Yoga shall be deemed full payment to and acquittance by Long Life Yoga.

5. Indemnification. To the fullest extent permitted by law, Long Life Yoga 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. Long Life Yoga shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Long Life Yoga is

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 March 31, 2023 to June 30, 2023, 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 Long Life Yoga under this Agreement are unique and personal. Accordingly, Long Life Yoga 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 Contract. This Contract 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 Contract on the date and year first above written.

LONG LIFE YOGA

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Danielle Byrd

Russell Petrozzi

Founder

Board of Education

**6.12 Approval of an Additional Contract for Professional Consulting Services between The City School District of The City of Niagara Falls and HOGHOL for Period 3/1/23-6/30/23 (SG 1)**

A motion is recommended for the approval of the following resolution: Approval of this additional Contract for Professional Consulting Services between the City School District of the City of Niagara Falls and HOGHOL for the period 3/1/23-6/30/23.

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to provide social and emotional support services as well as enrichment opportunities for students; and

WHEREAS, HOGHOL, a Food Based Intervention with Technology, Energy & Science program is designed specifically to give students the chance to learn important life skills and break the cycle of poverty; and

WHEREAS, The program does this by utilizing culinary education and cooking instruction as a vehicle to develop leadership, professional skills and career readiness; and

WHEREAS, HOGHOL is a hands-on solution to the problems facing youth as Chef Bobby helps prepare participants for all that life throws at them; and

WHEREAS, The District administration wishes to continue the program and has negotiated an additional Contract with HOGHOL to provide services at Niagara Falls High School at a cost not to exceed \$48,000.00 for period effective 3/1/23-6/30/23; therefore, be it inclusive of job placement.

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGHOL for services at Niagara Falls High School at a sum not to exceed \$48,000.00 for the period March 1, 2023 through June 30, 2023, attached hereto, be and is hereby 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR HOGHOL

THIS AGREEMENT, made this 30th day of March 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-661h Street, Niagara Falls, New York 14304, {hereinafter "District"}) and HOGHOL, 1 Symphony Circle, Buffalo, NY, 14201{hereinafter "HOGHOL"}.

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Independent Contractor. The District hereby engages HOGHOL as an independent contractor to render to the District professional social and emotional student support services and HOGHOL hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: HOGHOL shall provide and render to the District the usual and customary services of a contractor for professional services from March 2023 to June 2023 at Niagara Falls High School, including:

- a) Culinary and mentoring program five days per week at each school
- b) Two periods per day at Niagara Falls High School, five-days per week for the February – June 2022 semester
- d) Purchasing of all food to be prepared and served by students
- e) Working with up to 30 students
- h) Ongoing communication with each individual schools' leadership team and Grants Coordinator

3. Relationship Between the Parties. HOGHOL shall not be an employee of the District. HOGHOL 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. HOGHOL is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.



4. Compensation to Independent Contractor. Upon receipt of a payment invoice, the District shall pay to HOGHOL for services hereunder a sum not to exceed \$48,000.00 to be paid in two installments of \$24,000.00 on April 1, 2023 and June 30, 2023. Invoices shall be submitted by HOGHOL on the dates herein stated. Payment checks payable to the order of HOGHOL shall be deemed full payment to and acquittance by HOGHOL.

5. Indemnification. To the fullest extent permitted by law, HOGHOL 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. HOGHOL shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. HOGHOL is 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 March 1, 2023 to June 30, 2023, 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 HOGHOL under this Agreement are unique and personal. Accordingly, HOGHOL 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.

HOGHOL

Jamie Evan

CITY SCHOOL DISTRICT OF THE

President, Board of Education

**6.13 Approval of a contract with the Niagara Falls National Heritage Area to Provide Artwork for Culturally Responsive Teaching at Niagara Falls High School (SG 1)**

A motion is recommended for the approval of the following resolution: Approval of a contract with the Niagara Falls National Heritage Area to provide artwork and culturally responsive teaching at Niagara Falls High School.

WHEREAS, The Niagara Falls National Heritage Area is committed to providing educational resources with respect to culture for students and the community; and

WHEREAS,, the District wishes to engage the Niagara Falls National Heritage Area to bring local and nationally historic significance through art to Niagara Falls High School students; and

WHEREAS, the District wishes to contract with the Niagara Falls National Heritage Area to procure, plan, install, design, market, and conduct programming to promote greater cultural awareness; therefore be it

RESOLVED, that the District enters into an agreement with the Niagara Falls National Heritage Area at a cost not to exceed \$52,555; and be it further

RESOLVED, that this artwork be permanently displayed at the location of Niagara Falls High School

**6.14 Approval of Agreement with Drescher & Malecki LLP For Auditing Services for Years Ending: July 1, 2023 - June 30, 2027**

A motion is recommended for the approval of the following resolution:

Agreement with Drescher & Malecki LLP- for years ending July 1, 2023-June 30, 2027.

WHEREAS, New York State Education Law, §2116a requires that a copy of the audit report in a form prescribed by the Commissioner of Education and certified by the District Auditor shall be furnished to the State Education Department annually; and

WHEREAS, §2116a also requires that the annual audit of its records be completed by an independent certified public accountant or an independent public accountant; and

WHEREAS, The District desires to engage the services of the firm of Drescher & Malecki LLC as district auditors for the years ending 2023 through 2027 for a fee based on a base rate not to exceed \$30,795 for year one, \$31,411 for year two, \$32,039 for year three, \$32,680 for year four and \$33,334 for year five; and

WHEREAS, The Board's Audit Committee has reviewed and endorsed the resolution; therefore be it

RESOLVED, That the District approve the Agreement with Drescher & Malecki LLP for auditing services for the years ending 2023 through 2027; and

RESOLVED, That the fee shall be based on a base rate not to exceed \$30,795 for year one, \$31,411 for year two, \$32,039 for year three, \$32,680 for year four and \$33,334 for year five; and

RESOLVED, That the Retainer Agreement 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 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.

**6.15 Approval of Agreement with Clark Patterson Lee, Inc (DBA CPL) and The City School District of The City of Niagara Falls for CPL to Perform the 2023 Building Condition Survey in Accordance with Proposal Submitted by CPL in Conjunction with Request for Proposal Prepared by Erie I BOCES (SG 3)**

WHEREAS, The State previously mandated that school districts engage the services of a qualified architectural and engineering firm to conduct a Building Condition Survey at all district occupied buildings every five years. The City School District of the City of Niagara Falls last had a formal Building Condition Survey done in 2015 – 2016 fiscal year. Since that time, the State made changes to Education Laws 409-d and 3641 in the 2019 Enacted Budget. Under the new statute, districts must conduct Building Condition Surveys (BCS) on a staggered schedule as assigned by the Commissioner in calendar years 2020 through 2024, and every five years on that same five-year cycle thereafter; and

WHEREAS, The City School District of the City of Niagara Falls (the District) was assigned calendar year 2023. The BCS must be completed no later than December 31 of the District's assigned year, and submitted to NYSED no later than March 1 of the subsequent year; and

WHEREAS, To achieve this, it is the recommendation of the administration that the Board approve the proposed agreement received by Clark Patterson Lee, Inc (CPL), in conjunction with the Erie 1 BOCES Request for Proposal for Building Condition Survey services, for a fee of \$211,411 which includes 1,503,124 sq. ft. at the rate of \$0.12/sq. ft. for the basic required survey, preparation of the Five-year Capital Facilities Plan, and Reality Capture Scanning at all occupied buildings, and also the performance of the basic BCS and Five-Year Capital Facilities Plan at District's ancillary buildings based on 23,511 sq. ft. at a rate of .07/sq. ft.; and reimbursable expenses including Roof Scanning estimated at \$12,590, and Camera Inspection of Sanitary and Storm Pipes estimated at \$16,800, with total reimbursable expenses not to exceed \$29,390. The complete details are outlined in the scope of work proposal document attached; and

WHEREAS, The District wishes to accept and approve the attached Agreement for CPL to perform the District's Building Condition Survey, preparation of the District Five-Year Capital Facilities Plan, and Reality Capture Scanning for all District occupied buildings, and the basic BCS and Five-Year Capital Facilities Plan at ancillary buildings, and additional reimbursable services including roof scanning and camera inspection of sanitary and storm pipes as needed therefore, be it

RESOLVED, That the Board of Education hereby approves the Agreement between the District and CPL, providing BCS services to be rendered by CPL as Architect and the fees paid for such services, a copy of which is attached; and be it further

RESOLVED, That the Agreement is subject to such other and further terms and conditions acceptable to the Superintendent and School District Attorney; and be it further

RESOLVED, That the President of the Board of Education be and is authorized and directed to execute such Agreement, and be it further

RESOLVED, That the District Clerk be and is directed to obtain the signature of the President of the Board of Education on the Architect Agreement.

#### **6.16 Approval of Agreement for Purchase of Equipment and Subscription Services with Securitas Technology Corporation to Furnish, Install, and Maintain Evolv Technology Weapons Screening Equipment for the Period of 2023 – 2027 (SG 3)**

WHEREAS, The District agrees to purchase the subscription with Securitas Technology Corporation for Evolv weapons screening technology; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the Agreement for the Purchase from Securitas Technology Corporation, of equipment and a subscription of weapons screen technology services for the period beginning April 1, 2023 and terminating March 31, 2027; and

WHEREAS, The fee for this subscription shall be paid at a rate of \$1,245.05 for each of two (2) units. One unit be installed at the District Administration Building, and one unit to be installed at Niagara Falls High School (\$2,490.10) monthly for a period of (48) months, billed quarterly, and a one-time installation cost of \$56,995.98 for each of two (2) units at the District Administration Building and Niagara Falls High School (\$113,991.96) billed at time of installation. Total installation and subscription amount to be paid is \$233,516.76 over 48 months; therefore be it

RESOLVED, That the Agreement for the purchase of equipment and subscription services for the Securitas Technology Corporation to furnish, install, and maintain Evolv weapons screening technology at the School District of the City of Niagara Falls, New York per the Schedule of Service and Protection, attached hereto, be approved; and

RESOLVED, That the Equipment and Subscription 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.

**6.17** Approval of Retainer Agreement Between The City School District of The City of Niagara Falls and Goldberg and Segalla and the Retainer Agreement Between The City School District Of The City of Niagara Falls and Shaub, Ahmuty, Citrin & Spratt LLP To Furnish Legal Services in Defending the District in Cases Brought Pursuant to the Child Victims Act of the State of New York (SG 3)

A motion is recommended for Approval of Retainer Agreement between the City School District of the City of Niagara Falls and Goldberg and Goldberg and Segalla and the Retainer Agreement between the City School District of the City of Niagara Falls and Shaub, Ahmuty, Citrin & Spratt LLP to furnish legal services in defending the District brought pursuant the Child Victims Act of the State of New York.

WHEREAS, the City School District of the City of Niagara Falls (District) has been named as party defendant in a number of legal actions brought pursuant the Child Victims Act of the State of New York; and

WHEREAS, in all but two of such actions the District has been successful in securing defense counsel through the insurance carriers that provided insurance to the District over the past sixty plus years; and

WHEREAS, the two cases where counsel has not been provided, involve the same charged party and similar facts and circumstances as other cases thereby requiring coordination of defenses, which if not properly coordinated could result in substantial losses to the District: and

WHEREAS, to accomplish the required coordination the Superintendent, in conjunction with the School District Attorneys recommends retaining the Law Firms Goldberg and Segalla to represent the District in case designate LG 61, similar to other cases defended by the

Firm, and the Law Firm of Shaub, Ahmuty, Citrin & Spratt LLP to defend the District in case designated PB 66 similar to another case defended by that Firm; and

WHEREAS, a Retainer Agreement has been negotiated with each of the Firms which provides among other things, payment of a reasonable hourly rate with a not to exceed fee, for services furnished to trial; now therefore be it

RESOLVED, That the Retainer Agreement between the City School District of the City of Niagara Falls and Goldberg and Goldberg and Segalla to furnish legal services in defending the District in case designated LG 61 Doe, and the Retainer Agreement between the City School District of the City of Niagara Falls and Shaub, Ahmuty, Citrin & Spratt LLP to furnish legal services in defending the District in case designated PB 66, copies of both of which are attached hereto be and are hereby approved; and further;

RESOLVED, That the Retainer Agreements are 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 and /or the Superintendent.

## **Review of the Proposed Policy(ies)**

Item 7.01 was tabled for 30 days on a motion by by Nicholas Vilardo, second by Anthony F Paretto.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

**7.01** Policy 9001 - Niagara Falls City School District Head Start/Early Head Start COVID-19

Mitigation Policy

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

Regular Board Meeting

March 30, 2023

### **7.01 BACKGROUND INFORMATION:**

On November 29, 2021 the U.S. Department of Health and Human Services issued new Head Start Program Performance Standards that required universal masking for all individuals aged 2 and older and required that all Head Start staff, some contractors, and volunteers be fully vaccinated by January 31, 2022. On January 27, 2022, the Board of Education made a Resolution to Adopt the Head Start COVID-19 Vaccination Policy.

In January of 2023, the U.S. Department of Health and Human Services published a final rule that removed the requirement for universal masking for all individuals ages 2 and older. This Final Rule requires that Head Start programs have an evidence-based COVID-19 mitigation policy, developed in consultation with their Health Services Advisory Committee (HSAC). The vaccination and testing requirements at 45 CFR §§ 1302.93 and 1302.94 are still under review and remain in effect. Since Head Start is a federally funded program under the Dept. of HHS, we must comply with the final rule.

Removing the universal mask requirement and replacing it with the requirement of an evidence-based COVID-19 mitigation policy allows Head Start programs to adapt to changing circumstances, to consider the unique challenges and needs faced by individual programs, and still supports the safest environments for the workforce, and the children and families Head Start serves.

Evidence-based is an umbrella term that refers to using the best research evidence (e.g., found in health sciences literature) and clinical expertise (e.g., what health care providers know) in content development. Integrating the best available science with the knowledge and considered judgements from stakeholders and experts benefits Head Start children, families, and staff. To protect

children, families, and staff from infection and illness, 45 CFR §1302.47(b)(9) requires Head Start programs to have an evidence-based COVID-19 mitigation policy developed in consultation with their HSAC that can be scaled up or down based on the impacts or risks of COVID-19 in the community. Evidence-based practices to protect children, families, and staff from infection and illness are already in place and a part of the Head Start / Early Head Start Health Service Plan that was approved by Dr. Jo Silvaroli as part of the initial licensing required by the New York State Office of Children and Family Services to operate our Head Start / Early Head Start Centers. Now, these evidence-based practices have been assembled to develop the COVID-19 Mitigation Policy.

To meet this requirement the COVID-19 Mitigation Policy was developed by Dr. Lynnette Haley O'Stewart, Administrator of Head Start / Early Head Start, in consultation with key members of the Head Start Health Services Advisory Committee: Dr. Jo Silvaroli, Medical Director and Adrienne Kasbaum, Director of Nursing Services, Niagara County Department of Health. A draft of the COVID-19 Mitigation Policy was reviewed and approved by the Policy Council on February 22, 2022 and will be reviewed by the Health Services Advisory Committee at their March 30<sup>th</sup> meeting.

This action item was prepared by Dr. Lynnette Haley O'Stewart, Administrator of Head Start / Early Head Start, in consultation with Mr. Mark Laurie, Superintendent.

Mr. Laurie will answer questions pertaining to this action item.

#### RECOMMENDATION:

A motion is recommended for the approval of the following resolution:

WHEREAS, Pursuant to Board direction, policies of the District are being revised to keep them up-to-date with current practices and to be in compliance with statutory requirements; and

WHEREAS, The following policy is in accordance with the U.S. Department of Health and Human Services Head Start Program Performance Standards and local Board preference; and

WHEREAS, The Board has reviewed and endorsed the recommended policy; and

WHEREAS, Part of the process in approving the Policy as in approving all policies, includes a thirty (30) day tabling of the Policy to allow for sufficient review of the Policy; therefore, be it

RESOLVED, That the Board of Education hereby waives the thirty day tabling of the proposed Policy; and further

RESOLVED The Board hereby approves and adopts the attached Head Start Program Covid-19 Mitigation Policy.

The Niagara Falls City School District Head Start /Early Head Start has developed this evidence-based COVID-19 Mitigation Policy, in consultation with representatives of the

Health Services Advisory Committee (HSAC), in an effort to protect children, families, and staff from infection and illness related to COVID-19. The Niagara Falls City School District Head Start / Early Head Start follows the current recommendations of the Niagara County Health Departments, the Office of Children and Family Services, the New York State Department of Health, the New York State Department of Education and the Centers for Disease Control and Prevention. The plan to carry-out the Policy is below. This can be scaled up or down based on the impact of COVID-19 in the community at any given time.

The following steps will be taken:

**A. To prepare for illness, we will:**

1. Identify and consult with reliable sources of information such as our school district's medical director, local health departments, the CDC [www.cdc.gov](http://www.cdc.gov), our Health Services Advisory Committee (HSAC), etc., and monitor our COVID-19 community levels.
2. Communicate our policy regarding COVID-19 and expectations prior to employment for staff and during enrollment process for children.
3. Communicate with families, staff, OCFS Licensors, and local public health officials to notify them of outbreaks, exposures, site closures, etc., via letter, email, text or phone. Prior to the decision of any site or classroom closures, the HS/EHS administrator will consult the superintendent of schools and the district's medical director.
4. Educate staff and families about COVID-19 risk reduction strategies, for example: hand washing, staying home if you're sick, coughing and sneezing etiquette, masking, staying up-to-date on COVID-19 vaccinations, ventilation, annual flu vaccination.
5. Encourage families to establish backup child care in the event of illness or classroom or site closure.
6. Keep supplies of soap, paper towels, tissues, toilet paper, masks, COVID-19 test kits and cleaning and disinfecting supplies on hand at all locations.
7. Plan coverage for staff absences to the greatest extent possible.
8. Staff must call the medical director for clearance to return to work after at least 5 CDC recommended sick days of staying home. Once approved the staff member is required to wear a mask for the following 5 days.

**B. To prevent spread of illness, we will:**

1. Review cleaning and disinfecting procedures with staff.
2. Conduct daily health checks at the time of check-in, prior to the child's parent/guardian departing when bringing them to school.
3. Require staff and children to stay home if they have signs of illness (for example, sore throat, fever, diarrhea, cough, body aches).
4. Send any child or staff member home if they come to program with symptoms or develop symptoms while in the program.
5. Have a designated location in each classroom that is away from play areas but still actively supervised by staff where an ill child may safely wait and rest until being picked up. An alternative safe and isolated area at the center will be designated for ill staff or child to rest when waiting for transportation home if remaining in the classroom is not feasible. Child will be supervised at all times until parent or other authorized adult picks up the child.
6. Require the use of a mask for any child 3 years of age and older, and staff members who develops symptoms while they wait to be picked up. *Children or staff following CDC guidance or exercising personal preference, may wear masks at any time.*



7. Require families and staff to notify the program of confirmed COVID-19 cases.
  8. Recommend COVID-19 testing for children and staff with COVID-19 symptoms or clearance from a medical professional in conjunction with improvement of symptoms and/or absence of fever for 24 hours without the use of fever reducing medication prior to returning to the program.
  9. Require that children and staff who test positive for COVID-19 complete 5 days of isolation from program and wear a well-fitting mask in program through day 10 if they are cleared to return to program.
  10. Require that staff who have had close contact with someone with COVID-19 (within 6 feet of someone with COVID-19 for more than 15 minutes in a 24-hour period) will wear a mask while in program for 10 days. If they do not have symptoms, they do not need to quarantine and may attend program while wearing a mask for at least 10 days post exposure.
  11. If any child has knowingly been exposed during program, parents will be notified and children 3 years old or older will be expected to wear masks while attending. The program will supply masks.
  12. Families will be encouraged to notify program if their child has been exposed outside of program and for children 3 years old or older masking will be encouraged.
  13. Communicate with staff and families about the extent of illness in our program and any changes that may need to be made to our usual routine. Consult with the school districts' medical director and local public health department about how to prioritize COVID-19 risk reduction strategies.
- C. **Responding to community levels** – We will utilize the CDC developed COVID-19 Levels to inform our decisions on precautions we will take based on the level of disease burden in our community or within our centers. Consultation with our local public health departments will take place as needed.
1. We will communicate these decisions via letter, email, text message and/or phone call to families as well as through posted signs at our centers/classrooms.
  2. We may increase prevention strategies used in our program in relation to the level of disease in our community or within our centers. For example, we may opt for universal masking if levels of transmission are very high in the community or if there is a surge of cases within a particular center.
  3. We may consider more extensive mask use or other mitigation strategies if a child or staff member is disabled or immunocompromised.
- D. **Vaccination**
1. At this time, the national vaccination requirements at 45 CFR §§1302.93 and 1302.94 remain in effect for staff, certain contractors, and volunteers in Head Start programs in states that are not subject to permanent or preliminary court injunctions. New York State is not subject to any permanent or preliminary court injunctions and therefore, the District's current Head Start COVID-19 Vaccination Policy remains.
  2. Until/unless vaccination requirements change, staff are mandated to be fully vaccinated upon hire and are encouraged to remain up-to-date with any recommended boosters. We will encourage contractors, families and volunteers to be up-to-date on their COVID-19 vaccinations as well. *You are fully vaccinated and considered up to date with your COVID-19 vaccines when you have completed a COVID-19 vaccine primary series and got the most recent booster dose recommended for you by CDC.*
  3. We will provide staff and families access to accurate information about the COVID-19 vaccine and, whenever possible, provide access to the vaccine.

*This COVID-19 Mitigation Policy may be updated based upon guidance from the Centers for Disease Control (CDC), New York State Department of Health (NYSDOH), Niagara County Health Department (NCHD), New York State Office of Children and Family Services (NYSOCFS), New York State Education Department (NYSED), or our Health Services Advisory Committee (HSAC).*

## **Niagara Falls City School District Head Start / Early Head Start**

### **COVID-19 Mitigation Policy**

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## 8. Information and Reports

**8.01** Oral Communications - Public Comment on non-agenda-related items

**8.02** Superintendent's Report

Grease at NFHS was very well done with a talented, diverse cast.

He praised finance staff, and thanked the Board for the work on the budget.

The Rev. Dr. Martin Luther King Jr. Celebration will take place on April 18 at Bond School.

Tomorrow, the Meat Raffle takes place at NFHS. This event has been headed by Charlotte Robinson, and the rest of the District Parent Committee. All funds go back to schools' parent groups.

Friday will be the final visit between North Tonawanda - NFHS students. They will watch the end of the movie Till, and play Kanjam, which was invented in North Tonawanda.

Four robotics teams will compete in Dallas April 28.

On Tuesday, April 4th at NFHS there will be a full active shooter and S.W.A.T. drill beginning in the morning.

A new phone system will be installed Monday.

Thank Board for support, commitment.

Spring Break begins the day after tomorrow. We look forward to staff returning refreshed and ready for rejuvenated. Schools and buildings are open until 3:30 p.m. except for Friday, April 7th, 2023 during the break.

### **8.03 Board Members Report and Comments**

Mr. Bilson – Thanked Mr. DalPorto for his work on security, and for his time tonight. Happy Easter to all.

Mr. Cancemi - Happy Easter to all; thanks to all for their support during his recent health crisis.

Mr. Vilardo - Happy Easter to all.

Mr. Paretto - Enjoyed seeing Grease at NFHS; offered prayers to those affected by the Nashville school shooting and for the “sick individuals” engaging in swatting. He is proud to be on the Board.

Mr. Petrozzi – Reminded the Board that Mr. Laurie will be awarded Business Person of the Year Award by the Chamber of Commerce on May 4. It is exceeding rare for a Superintendent to be so honored, but it is due to his work to bring trades education back to schools and promote partnerships.

<b>ARS/Regular Mtg.</b> <b>Tuesday, April 25, 2023</b>
1. BOCES Budget
2.
3.
4. Review of Board Meeting Agenda Items – April 25 <sup>th</sup> Regular Board Meeting – <i>Mr. Laurie, Mrs. Glaser, Ms. Massaro</i>

## **9. Advanced Planning**

**9.01 Future Agenda Items**

**9.02 Future Meeting Dates**

**10. Adjournment**

Action: 10.01 Motion to enter executive session On a motion by Mr. Bilson seconded by Mr. Bass the Board entered executive session at 7:32 p.m. to discuss the pending litigation, Child Victims Act litigation. All in favor. The Board exited Executive Session and adjourned at 8 p.m. on a motion by Mr. Vilardo seconded by Mr. Paretto. All in favor.

Motion to approve.

Motion by Rob Bilson, second by Earl F Bass.

Final Resolution: Motion Carries

Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Action: 10.02 Adjournment in memory of the following who recently passed away:

Motion to adjourn

Motion by Nicholas Vilardo, second by Anthony F Paretto. Yes: Earl F Bass, Rob Bilson, Vincent Cancemi, Clara Dunn, Paul Kudela, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

## **10. Adjournment**

### **10.01 Meeting Adjourned**

1. Todd Bancroft Billings, husband of Kelly Bancroft Billings
2. Kathleen H. (Sherlock) Buckley, retired teacher.
3. William Dobbs, cousin of former Board President Kevin Dobbs.
4. Shirley Hamilton, community activist.
5. Allan Leo, retired teacher.
6. Genevieve T. Mocniak, mother of Chris Bialek
7. Art MacDonald, retired Assistant Superintendent for Curriculum.
8. James Singleton Jr., dear friend of Rick Forgione.
9. Jordan Walker, NFHS student.
10. Jean Zysik, mother-in-law of Systems Engineer Tom Freidhof

**NIAGARA FALLS CITY SCHOOL DISTRICT**  
**Niagara Falls, New York**

**MINUTES**

**DATE:** April 25, 2023

**KIND OF MEETING:** Agenda Review

**PLACE:** Board of Education Board Room

**AGENDA REVIEW ORDER:** All Board members were present with the exception of

**MEMBERS PRESENT:** Mr. Bass (Remote), Mr. Bilson, Mr. Cancemi (Remote), Mr. Capizzi, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Kudela, Mr. Paretto (*excused*)

**NFHS School Improvement Plan:** Ms. Vilardo, Mr. Rotella, Ms. Rotella, Mr. Ruffolo and Mr. Ventry reported the following:

School Comprehensive Improvement Plan is based on the school's areas in need of improvement and unique challenges. The plan has three “commitments.”

Commitment 1: developing and organizing student data to address the academic and social-emotional needs of students.

Current goals: Consistent sharing and dialogue with staff regarding. data this year

PASS and A2S – highly utilized intervention;

Goals for next year; Quickly accessible and user-friendly data

Use of data this year (macro level) has identified the high need areas for next year’s SCIP including attendance focus and interventions, revised remote/nontraditional programming, mental health needs

Commitment 2: fostering trusting relationships among students and adults, increasing relevance kin school as it relates to the student’s personal beliefs, interests, and identities.

Current data: 84% of surveyed students identified a trusted adult

142k Facebook and 2800 Instagram accounts reached

Average of 700 views per month for family newsletter

Continuation of HBCU Trip and Black Excellence

Goals for next year:

Increasing student-led programming – DECA, FBITES, School Store, Overnight Experiences  
Leveraging relationships into increased attendance and academic performance

Commitment 3: fostering relevant, inclusive, instructional learning environments that cultivate high expectations and rigorous actively engaged instruction to support student growth.

Current data: PS2 – nearly 8,000 hours logged

Next year – expand opportunities for PTE and Special Ed

Next year – create sequenced pathways

156 Current PTECH Students/Applicants

Walkthrough data - 78% of teachers using at least one student engagement strategy

Launched Construction Trades Program

Disney Leadership, NYC Trip

Goals for next year: Collaborate with GPS on student shadow walks

Teacher walk-throughs

Re-examine BOCES offerings and what we can replicate in house

A review of the agenda was held.

At 6:38 p.m. the Board entered executive session on a motion by Mr. Bilson seconded by Mr. Vilardo for the purpose of discussing contract negotiation.

At 6:58 p.m. the Board exited executive session on a motion by Mr. Vilardo seconded by Mr. Bilson.

**NIAGARA FALLS CITY SCHOOL DISTRICT**  
**Niagara Falls, New York**

**MINUTES**

**DATE:** April 25, 2023

**KIND OF MEETING:** Regular

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Regular Meeting, an Agenda Review Session was held at 5:30 p.m.

All Board members were present with the exception of

**REGULAR MEETING ORDER:** The Regular Meeting was called to order by President CALL TO ORDER: Petrozzi at 7:00 p.m.

**MEMBERS PRESENT:** Mr. Bass (Remote), Mr. Bilson, Mr. Cancemi (Remote), Mr. Capizzi, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Kudela, Mr. Paretto (*excused*)

**ORAL COMMUNICATIONS**

**Special Presentation**

**Recognition:** Jaden Crumpler, New York State 126 lb Wrestling Champion; Coaches Eagan and McCoy

Mr. Laurie and the Board recognized Mr. Crumpler, whose accomplishment has been rarely been equaled heretofore. He was presented with a plaque and his uniform, framed in a commemorative display case. His coaches and teachers, Mr. Giamcola, Mr. McCoy, Mr. Eagan, Mr. Zimmerman. Also were recognized. Mr. Crumpler is an excellent student and fine young man. He finished second nationally.



**WRITTEN COMMUNICATIONS:** A note of thanks was received from Ms. Bialek thanking the Board for recognizing her late mother.

## **ROUTINE MATTERS**

### **MINUTES**

Mr. Vilardo moved for approval of the minutes of the following meetings. Mr. Bilson seconded the motion.

Regular Meeting of March 30, 2023

#### **The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **BUDGET TRANSFER**

Mr. Vilardo moved for approval of the following resolution on Approval of Budget #9. Mr. Bilson 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 \$4,255,369.98 among the function, object, and location codes enumerated in the document attached hereto.

#### **The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **TREASURER'S REPORT**

The Treasurer's Report for March 2023 was received and filed.

## **BUDGET STATUS REPORT**

The Budget Status Report as of April 2023, was received and filed.

## **PERSONNEL REPORT--CERTIFICATED STAFF**

Mr. Vilardo moved for approval of the following Personnel Report for Certificated Staff, Items #I through #XIV. Mr. Bilson seconded the motion.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **PERSONNEL REPORT--CLASSIFIED STAFF**

Mr. Bilson moved for approval of the following Personnel Report for Classified Staff, Items #I through #IX. Mr. Capizzi seconded the motion.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION**

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

## **REPORT FROM THE COMMITTEE ON SPECIAL EDUCATION (cont'd.)**

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education (attached).

The Committee on Special Education met on February 28, 2023; and March 1, 2, 3, 8, 9, 15, 16, 21, 22, 23, 24, 27, 28, 29, 30, 31, 2023; and April 18, 21, 2023 to review Annual Review, and on January 10, 2023; and March 6, 9, 21, 22, 24, 27, 28, 29, 30, 31, 2023; and April 17, 18, 19, 20, 21, 2023 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 attached recommendations made by the Committee on Special Education for the 2022-2023 & 2023-2024 school year.

### **The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **REPORT FROM THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION**

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

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education (attached).

The Committee on Pre-School Special Education met on March 14, 21, 23, 28, and 30, 2023; and April 4, and 17, 2023; 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 made by the Committee on Pre-School Special Education for the placement of students in the LOCAL SPECIAL EDUCATION programs listed for the 2022-2023 and 2023-2024 school years.

### **The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **SHORT TERM CONTRACTS**

Mr. Bilson moved for approval of the following short term contracts. Mr. Capizzi seconded the motion.

### **4.10 Short-Term Contracts (SG1,3)**

1. Rachael Schneider Licensed Behavior Analyst, PLLC Student Observation  
CSE \$110 per hour NTE 8 hours F2250-404-098-0723 April 2023 – NTE June 2023
2. Anne Kent Kwasniewski Four online Book Studies \$2,000 (\$500 per course)  
F2070.404.045.8123 April 20 – May 20, 2023
3. See Through Math Carrie Cino Braining Camp \$1,200 F2070.404.045.8123  
April 20 – May 15, 2023
4. D & F Travel Transportation/Washington DC Trip \$16,000 May 17-19, 2023  
Hilton Garden Inn
5. BWI Airport Transportation/Washington DC Trip \$15,000 May 17-19, 2023

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **REPORT FROM HEAD START/ EARLY HEAD START**

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

### **RECOMMENDATION:**

A motion is recommended for the approval of the following resolution: Report from Head Start/Early Head Start.

WHEREAS, The Board of Education is required by law to take review the enrollment and budget of the Head Start/Early Head Start programs under its auspices; therefore, be it

RESOLVED, That the Board of Education approve the attached report made for March 2023.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

## **NEW BUSINESS**

### **APPROVAL OF A SPECIAL MEETING MAY 2, 2023 7:15 P.M.**

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

WHEREAS, The provisions of the Education Law §1606(3) and Board and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that a special meeting of this Board of Education be held at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, That a special meeting of this Board of Education shall be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 6:30 p.m., on Tuesday, May 2, 2023, for the purpose of holding Public Hearings on Safety and a Public Hearing on the proposed District budget at 7 p.m. and to Conduct a Special Voting Meeting at 7:15 p.m. for the purpose of considering and/or acting upon such business as might properly come before a regularly scheduled meeting of the Board if held on such date; and be it

FURTHER RESOLVED, that the City School District of the City of Niagara Falls' Special Meeting of May 2, 2023 will be held at its usual location in the Board Room in the Administration Building, 630 66th Street, Niagara Falls, New York; and be it

FURTHER RESOLVED, That the Clerk shall give due notice thereof to the public media and the members of the Board of Education as required by law, the rules, by-laws and regulations of this Board, and the provisions of this resolution.

### **The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

### **APPROVAL OF FILING OF PROPOSED DISTRICT CODE OF CONDUCT, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 2, 2023)**

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo 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

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 April 26, 2023, 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 2, 2023 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, provided such public hearing could be held in accordance with all the Emergency Declarations of the President of the United States and/or the Governor of New York, otherwise such public hearing will be dispensed with to the extent permitted by the law and/or Emergency Declarations; 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 26, 2023, 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 2, 2023, 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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**APPROVAL OF FILING OF PROPOSED COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN, AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (May 2, 2023)**

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo 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, 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 2, 2023, 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 2, 2023, 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, 2023, 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 2, 2023, 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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**APPROVAL OF FILING OF SUMMARY OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, FOR PUBLIC COMMENT AND NOTICE OF PUBLIC HEARING (MAY 2, 2023)**

Mr. Bilson moved for approval of the following resolution. Mr. Vilardo 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 2, 2023, 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 2, 2023, 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 April 25, 2023, 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 2, 2023, 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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**APPROVAL OF DAVID LOWERY AS AREA 1 NYSSBA DIRECTOR**

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

WHEREAS, In the structure of the New York State School Boards Association, the State is divided into 12 geographic areas, and

WHEREAS, Area I includes most school districts in the Western New York Area, and

WHEREAS, A representative from each of these 12 districts serves as a member of the Board of Directors of the New York State School Boards Association, and

WHEREAS, David Lowery, seeks to serve as NYSSBA Area I Director to serve the needs and interests of all the School Boards in the five counties of Area I, and is requesting (see attachment) to be nominated for placement on the ballot for the election of Area I Director, and

WHEREAS, Nominations are due to Mary Metheny, Executive Assistant of the New York School Boards Association, on school district stationery no later than July 31, 2023, therefore, be it

RESOLVED, That David Lowery be nominated by the Niagara Falls Board of Education and that the School District Clerk be authorized and directed to forward her name as the Board of Education's nominee.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi



**Nays:** None

**Carried**

**APPROVAL OF THE ELECTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) BOARD MEMBERS**

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson 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 four (4) 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 approves the election of Rae Amacher of the Starpoint Central School District, Anthony Casinelli of the Newfane Central School District, Carol Feltz of the Barker Central School District, Thomas Klotzbach of the Lyndonville Central School District, and Danielle Mullen 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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**APPROVAL OF THE 2023-2024 ADMINISTRATIVE BUDGET FOR THE ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) (SG 1,3,4) (SG 3)**

Mr. Vilardo moved to vote on the of the following resolution. Mr. Cancemi seconded the motion.

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls hereby approves the proposed 2023/24 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services in the amount of \$3,019,222.

Prior to voting, the following comments were made:

Mr. Cancemi – Mr. Laurie has always represented the District with the utmost decorum. As Mr. Cancemi is the District representative to the BOCES Board, he will support the proposed BOCES budget.

Mr. Bass – Mr. Bass feels BOCES does not stand for the best interest of NF students, and although the NFCSD provides more than a quarter of the BOCES budget, he feel supporting this budget is not in the best interest of

our students. He feels that BOCES leadership is disdainful of our District students and that that attitude must surely permeate the staff.

**The vote on the motion was as follows:**

**Ayes:** Mr. Cancemi

**Nays:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Failed.**

**AMENDMENT TO SCHOOL ELECTION PROCEDURES, POLLING SITES, AND DESIGNATION OF DAY AND AMENDED TIME OF PUBLIC HEARING ON SCHOOL BUDGET FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK (SG 4)**

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

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls hereby approves the proposed 2023/24 Administrative Budget for the Orleans/Niagara Board of Cooperative Educational Services in the amount of \$3,019,222.

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, 2023; 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, the Board of Education wishes to adopt a new public hearing date of May 2, 2023, and

WHEREAS, This resolution provides those directions; therefore, be it

RESOLVED, That the following be adopted and implemented as official procedure for the 2023 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 Tuesday, May 2, 2023, at 7:00 p.m. at Niagara Falls School District Administration Building (Board Room), located at 630 66th Street, 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, 2023, at 11:00 o'clock a.m. to 8 o'clock p.m. (E.D.S.T.) for the following purpose:

1. To elect two members to the Board of Education, who will each serve a full five (5) year term commencing July 1, 2023.
2. To adopt the annual budget of the school district for the fiscal year 2023/24 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 shall be by ballot on voting machines as provided by the Education Law, at such election the polls will remain open from 11:00 o'clock until 8:00 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 February 23, 2023 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**

### **2023 POLLING PLACES CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

<b>SCHOOL ELECTION DISTRICT</b>	<b>LEGISLATIVE DISTRICT</b>	<b>ELECTION DISTRICT</b>		
<b>1</b>	<b>3rd</b>	<b>*1, 11</b>	Board of Education Admin. Bldg.	630 – 66 <sup>th</sup> Street
<b>2</b>		<b>*2 , 3</b>	St. John DeLaSalle	8469 Buffalo Ave.
<b>3</b>		<b>*4 , 8, 13</b>	Grace Lutheran Church	736 Cayuga Dr.
<b>4</b>		<b>*5</b>	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
<b>5</b>		<b>*6 , 7</b>	Geraldine J. Mann School	1330 – 95 <sup>th</sup> Street
<b>6</b>		<b>*9 , 10</b>	79 <sup>th</sup> Street School	551 – 79 <sup>th</sup> Street
<b>7</b>		<b>*12</b>	Community Education Center	6040 Lindbergh Ave.
<b>8</b>	<b>4<sup>th</sup></b>	<b>*1</b>	St. John AME Church	917 Garden Ave.
<b>9</b>		<b>*2 , 4</b>	V.F.W. Post 917	2435 Seneca Ave.
<b>10</b>		<b>*3</b>	Wrobel Towers	800 Niagara Ave.
<b>11</b>		<b>*5 , 6</b>	Niagara Falls Public Library	1425 Main Street
<b>12</b>		<b>*7 , 8</b>	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
<b>13</b>	<b>5<sup>th</sup></b>	<b>*1 , 2, 3</b>	Maple Ave School	952 Maple Ave
<b>14</b>		<b>*4</b>	Spallino Towers	720 Tenth Street
<b>15</b>		<b>*5 , 6</b>	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
<b>16</b>	<b>6<sup>th</sup></b>	<b>*1</b>	Hyde Park School	1620 Hyde Park Blvd.
<b>17</b>		<b>*2</b>	Gaskill Prep School	910 Hyde Park Blvd.
<b>18</b>		<b>*3 , 4 , 8</b>	Cristoforo Columbo Society	2223 Pine Ave.
<b>19</b>		<b>*5</b>	City Hall	745 Main Street
<b>20</b>		<b>*6 , 7</b>	Bloneva Bond 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, 2023) 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: February 23, 2023  
Judith Glaser, Clerk of the Board of Education

### ***ATTACHMENT 1***

#### **CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS NOTICE OF ANNUAL SCHOOL DISTRICT PUBLIC HEARING ON BUDGET VOTE AND SCHOOL BOARD ELECTION**

NOTICE IS HEREBY GIVEN that a Public Hearing for the voters of the City School District of the City of Niagara Falls 2023-24 budget and expenditure of funds vote will be held on Tuesday, May 2, 2023, at 7:00 p.m., at the City of Niagara Falls City School District Administration Building (Board Room), located at 630 66th Street, 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, 2023-24, 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 May 2nd 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 May 2nd 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, 2023, at 11:00 o'clock a.m. (E.D.S.T.) to 8:00 p.m. for the following purposes:

To elect two members to the Board of Education, who will each serve a full five (5) year term commencing July 1, 2023. 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, 2023. The petition must be signed by at least 100 qualified voters.

To adopt the annual budget of the school district for the fiscal year 2023/24 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 11:00 o'clock a.m. until 8:00 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 February 23, 2023. Polling sites for the election/budget vote to be held on May 16, 2023, are listed at the end of this notice.

TAKE FURTHER NOTICE that at the Annual School District Election/Budget Vote to be held as specified above, the Budget for the School Year 2023/24 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 2023-2024 budget submitted to the Annual Meeting on May 16, 2023, 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, 2023 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, 2023 until the day of election, May 16, 2023.

## **SCHEDULE A**

### **2023 POLLING PLACES CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.**

<b>SCHOOL ELECTION DISTRICT</b>	<b>LEGISLATIVE DISTRICT</b>	<b>ELECTION DISTRICT</b>		
<b>1</b>	<b>3rd</b>	<b>*1, 11</b>	Board of Education Admin. Bldg.	630 – 66 <sup>th</sup> Street
<b>2</b>		<b>*2 , 3</b>	St. John DeLaSalle	8469 Buffalo Ave.
<b>3</b>		<b>*4 , 8, 13</b>	Grace Lutheran Church	736 Cayuga Dr.
<b>4</b>		<b>*5</b>	LaSalle Senior Citizens Ctr.	<u>9501 Colvin Blvd.</u>
<b>5</b>		<b>*6 , 7</b>	Geraldine J. Mann School	1330 – 95 <sup>th</sup> Street
<b>6</b>		<b>*9 , 10</b>	79 <sup>th</sup> Street School	551 – 79 <sup>th</sup> Street
<b>7</b>		<b>*12</b>	Community Education Center	6040 Lindbergh Ave.
<b>8</b>	<b>4<sup>th</sup></b>	<b>*1</b>	St. John AME Church	917 Garden Ave.
<b>9</b>		<b>*2 , 4</b>	V.F.W. Post 917	2435 Seneca Ave.
<b>10</b>		<b>*3</b>	Wrobel Towers	800 Niagara Ave.
<b>11</b>		<b>*5 , 6</b>	Niagara Falls Public Library	1425 Main Street
<b>12</b>	<b>5<sup>th</sup></b>	<b>*7 , 8</b>	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
<b>13</b>		<b>*1 , 2, 3</b>	St. Raphael Parish Center	1018 College Ave.
<b>14</b>		<b>*4</b>	Spallino Towers	720 Tenth Street
<b>15</b>		<b>*5 , 6</b>	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
<b>16</b>	<b>6<sup>th</sup></b>	<b>*1</b>	Hyde Park School	1620 Hyde Park Blvd.
<b>17</b>		<b>*2</b>	Gaskill Prep School	910 Hyde Park Blvd.
<b>18</b>		<b>*3 , 4 , 8</b>	Cristoforo Columbo Society	2223 Pine Ave.
<b>19</b>		<b>*5</b>	City Hall	745 Main Street
<b>20</b>		<b>*6 , 7</b>	Bloneva Bond School	2513 Niagara Street
<b>21</b>		<b>*9</b>	Packard Court Center	4300 Pine 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: March 31, April 22, 29, & May 14 2023** 20230422000000000000

***Clerk of the Niagara Falls  
Board of Education***

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**APPROVAL OF RESOLUTION REGARDING THE STATUTORY MEETING MAY 17, 2023 (SG 4)**

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

WHEREAS, The Annual School Election/Budget Vote will be held on Tuesday, May 16, 2023; 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, 2023, 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, 2023.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**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 IMAGE CAST PRECINCT (ICP) VOTING MACHINES (SG 4)**

Mr. Vilardo moved for approval of the following resolution. Mr. Bilson 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) Image Cast Precinct Devices in connection with the District's Annual School Election and Budget Vote to be held May 16, 2023; 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) Image Cast Precinct Devices, with the District paying the County fixed and variable fees and expenses as set forth in Schedule "A" of the attached Agreement; 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, That the President of the Niagara Falls Board of Education is authorized to execute the attached 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. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**AMENDMENT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2022-2023 SCHOOL YEAR (SG 1)**

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

WHEREAS, The District is obligated to provide appropriate transportation services to students with special needs; and

WHEREAS, The District has provided transportation supports for special needs students upon request, on an as needed basis in the past and will continue to provide transportation services through a contract with Aries Transportation Services, Inc. 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 Agreement are the standard rates of per day as provided in the Contract; and



WHEREAS, The Agreement shall be effective for a term commencing March 1, 2023 and ending June 30, 2023; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Aries Transportation Services, Inc. to provide transport by qualified professionals for special needs students upon request, on an as needed basis. An email will be provided to Cheryl Meteer for approval of each student's route cost, for a period commencing March 1, 2023 and ending June 30, 2023; 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.

#### AGREEMENT FOR PROFESSIONAL

#### SERVICE FOR TRANSPORTATION SERVICE AGREEMENT

BY THIS the 25thth day of April 2023, to the Agreement for Transportation Services made between Aries Transportation Services, Inc. 85 River Rock Dr. Buffalo, NY 14207 and, City School District Of The City Of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 dated April 25, 2023.

It is agreed to by both parties that the Agreement dated April 25, 2023, will include the following:

##### Description

- o Aries Transportation Services agrees to provide door to door transportation services to Niagara Falls students to an in-district or out of district program.
- o Aries Transportation will provide via email a description of the cost to transport each student.
- o The District will approve the cost for each student's route.
- o The total cost for Aries Transportation Services is not to exceed \$300,000.

City School District Of The City  
City Of Niagara Falls

Aries Transportation Inc.:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Board President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**APPROVAL OF PAYMENT No. 4 TO MLP Plumbing & Mechanical Inc. FOR PLUMBING WORK, CONTRACT #122, FOR PHASE III OF THE STEWARDSHIP CAPITAL IMPROVEMENT PROJECT**

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

WHEREAS, The Board of Education executed a Contract dated September 22, 2022 with MLP Plumbing & Mechanical Inc. for Plumbing work on Phase III of the Stewardship Capital Improvement 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, the Construction Manager and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G702, for services rendered and material furnished in the amount of \$11,195.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers Buffalo Construction Consultants and Rebecca Holody, 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 \$559.75; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$11,195.00 to MLP Plumbing & Mechanical Inc, 3198 Union Rd. Cheektowaga, NY 14227 in accordance with the Application and Certificate for Payment #04; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid.

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi,  
Mrs. Dunn, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**REPORTS FROM THE SUPERINTENDENT OF SCHOOLS**

*CONGRATULATIONS!*

>**To** Mr. Crumpler and other spring sports scholar athletes, 77 in number to date, congratulations.

Tomorrow is the Walk Against Child Abuse at 4 p.m. HP Pavilion.

Last Saturday Special Olympians competed, many winning first place, at Niagara University.

Good luck and safe travels to the students and staff traveling to Dallas to compete in the World Robotics competition; four 4 teams are competing from the NFCSD.

NFHS students: Killian Kratts received one of only eight National Chapter Italian Sons & Daughters Scholarship, awarded nationwide worth \$20,000.

Thursday May 4 from 5 p.m. to 7 p.m. at NFHS the District Art Show returns.

Associate Qudisa Muneer WNY BI-Lingual Advocate of the Year. ELL students

The budget in great shape; all ARP staff has been incorporated in General Fund Budget, resulting in no job loss.

The Board Board meeting schedule was reviewed.

The Budget Vote is May 16.

Thanked the Board for voting their consciences.

Mr. Laurrie believes PS2 at NFHS will be nationally recognized.

Thanked the District Parent Committee for hosting the Meat Raffle, attended by 600 people and raising \$25,000 for school parent committees.

*Mr. Paretto entered 7:40 p.m.*

#### **COMMENTS FROM THE BOARD MEMBERS**

Mr. Petrozzi said Chamber is recognizing Mr. Laurrie for bringing trades back to school. He congratulated Mr. Crumpler and his coaches.

Mrs. Dunn congratulated Mr. Crumpler and coaches.

Mr. Cancemi appreciates being able to attend remotely.

Mr. Bass congratulated Mr. Crumpler and coaches. Thanked staff for hard work.

#### **ADJOURNMENT**

Mrs. moved that the meeting be adjourned in memory of the following who recently passed away. Mr. seconded the motion.

Robert Glaser, uncle of Judie & Gene Glaser.

Mary Ann Jamieson, retired art teacher.

Florence Lasky, retired cook.

Shawn Spoon, student, Lockport High School.

There were no objections.

The April 25, 2023 Regular Board Meeting was adjourned at 7:45 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Glaser". The script is cursive and fluid, with the first name "Judith" written in a larger, more prominent hand than the last name "Glaser".

Judith Glaser  
District Clerk  
jmg

**NIAGARA FALLS CITY SCHOOL DISTRICT**

**Niagara Falls, New York**

**MINUTES**

**DATE:** May 2, 2023

**KIND OF MEETING:** **Agenda Review**

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:**

**MEMBERS PRESENT:** **Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**EXCUSED:** **Mr. Cancemi, Mr. Capizzi**

A review of the evening's agenda was held.

At 5:41 p.m. on a motion by Mr. Vilardo seconded by Mr. Kudela the Board entered executive session for the purpose of discussing matters pertaining to litigation between the NFCSD and multiple entities concerning the Child Victims Act; and contract negotiations between the NFCSD and three bargaining units, such negotiations being protected under the Taylor Law. The Board paused executive session at 6:30 and resumed it at 7:30 p.m.

**DATE:** May 2, 2023

**KIND OF MEETING:** **Public Hearing on Safety Plans**

**PLACE:** Board of Education Board Room

**MEMBERS PRESENT:** **Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.**

**Excused:** **Mr. Cancemi, Mr. Capizzi,**

Public Hearing was called to order at 6:30 pm - Public Hearing - District's Safety Plans

**OVERVIEW: CODE OF CONDUCT, COMPREHENSIVE DISTRICT-WIDE SCHOOL PLAN, AND  
BUILDING-LEVEL SCHOOL SAFETY PLAN**

Ms. Massaro provided an overview of the Safety Plans. There were minor changes from last year.

The Comprehensive District Safety Plan and Code of Conduct were reviewed.

Language was added for NFHS PTE Program; language was added to forbid creating inappropriate videos, such as filming altercations between students.

These will be adopted at future meetings, after any public comment.

Public Comment: Gloria Dolson 1502 Ontario Avenue – spoke on student dress code, specifically students wearing blankets as clothing.

Administration agreed that blankets were not acceptable to be worn as clothing. This prohibition will be added to the Code of Conduct. Mr. Bass pointed out that some students do not have outerwear, and therefore the District should have some on hand for this reason.

Mr. Paretto inquired as to whether there are enough safety officers; the District is fully staffed at this time. He further asked if the position paid well enough; the wages were recently raised to make the position more attractive. To date, \$104,000 in overtime has been paid, in excess of salary, to safety officers.

Public Hearing was adjourned at on a motion by second by Mr. Vilardo seconded by Mr. Paretto.

**DATE:** May 2, 2023

**KIND OF MEETING:** Public Hearing on District Budget

**PLACE:** Board of Education Board Room

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**Excused:** Mr. Cancemi,

Called to order at 7:03 p.m.

**OVERVIEW: PROPOSED DISTRICT BUDGET**

Mr. Laurrie: spoke about the Governor's budget. It is favorable to the District.

Ms. Holody and Mrs. Jacklin provided an overview of the proposed budget.

There were no public comments.

Public Hearing was adjourned at 7:29p.m. on a motion Mr. Kudela by second by Mr. Vilardo.

**NIAGARA FALLS CITY SCHOOL DISTRICT**  
**Niagara Falls, New York**

**MINUTES**

**DATE:** May 2, 2023

**KIND OF MEETING:** Special

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Special Meeting, an Agenda Review Session was held at 5:30 p.m. Public Hearings were held on Safety Plans (6:30 p.m.) and the proposed budget (7 p.m.)

**CALL TO ORDER:** The Special Meeting was called to order by Mr. Petrozzi at 7:30 p.m. .

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Cancemi (excused)

1.01 Pledge of Allegiance

1.02 Prayer

1.03 Roll Call

1.04 Public Comment on Agenda-related items

1.05 Bids

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

1. Approval of Bid 15 – Electrical Construction Capital Project- American Rescue Plan (ARP) Project, Bid 15 for the 2022/2023 School Year

2. Approval of Bid 15 – HVAC Construction Capital Project- American Rescue Plan (ARP) Project, Bid 15 for the 2022/2023 School Year

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Capizzi,  
Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

2. Recommended Actions from the Superintendent of Schools

**APPROVAL OF AWARD OF NYS OFFICE OF GENERAL SERVICES CONTRACT – AWARD 22898  
CONTRACT # PC 69682 (1) ONE TORO MODEL 08102 WORKMAN UTX DIESEL**

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

WHEREAS, Funds for the lease payment to purchase vehicles was approved by voters per Proposition #2 of the School Election Board Elections in May of 2018 and was appropriated in the General Fund; and

WHEREAS, In accordance with NYS Office of General Services Contract Award # PC69682 purchasing procedures were observed for Contract # PC 69682 (1) one Toro Model 08102 Workman UTX diesel; and

WHEREAS, purchase was analyzed by Mrs. Rebecca Holody, Administrator for School Business Services, Mr. Earl Smeal, Director of Facilities III; 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 Vendor in accordance with specifications, as follows:

<u>Award No.</u>	<u>Vendor</u>	<u>Price</u>
NYS OGS Contract	Grassland	\$20,248.75
Award PC 69682	Equipment & irrigation	

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Capizzi,  
Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**APPROVAL OF CONTRACT C122 – ELECTRICAL CONSTRUCTION CAPITAL PROJECT- AMERICAN  
RESCUE PLAN (ARP) PROJECT, BID 15 FOR THE 2022/2023 SCHOOL YEAR**

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

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Contract C122 – Electrical Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year; and

WHEREAS, Legal noticed was published March 24, 2023; and

WHEREAS, Bids were publicly opened and read on April 25, 2023 and (2) two properly executed bids were received; and

WHEREAS, Architect CPL, Clark Patterson Lee, and Construction Manager, Buffalo Construction Consultants, analyzed the bids and having found no objection recommends the award of Contract C122 – Electrical Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 school year for the amount of \$235,725.00, to the apparent low bidder CIR ELECTRICAL 2517 LONG RD SUITE 1 GRAND ISLAND, NY 14072; and

WHEREAS, Based on Clark Patterson Lee and Buffalo Construction Consultants recommendations, Mark Laurie, Superintendent of Schools recommends the Board award Contract C122 – Electrical Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year for the amount of \$235,725.00, to CIR ELECTRICAL 2517 LONG RD SUITE 1 GRAND ISLAND, NY 14072; therefore, be it



RESOLVED, That the Board hereby awards Contract C122 – Electrical Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year for the amount of \$235,725.00, to CIR ELECTRICAL 2517 LONG RD SUITE 1 GRAND ISLAND, NY 14072 and approves the Contract hereto attached, between the School District of the City of Niagara Falls and CIR ELECTRICAL 2517 LONG RD SUITE 1 GRAND ISLAND, NY 14072, for the construction of the Project according the Contract Documents; 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 President of the Board be authorized and directed to execute attached Contract; 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. Bass, Mr. Bilson, Mr. Capizzi,  
Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

**APPROVAL OF CONTRACT C123 – HVAC CONSTRUCTION CAPITAL PROJECT- AMERICAN RESCUE PLAN (ARP) PROJECT, BID 15 FOR THE 2022/2023 SCHOOL YEAR**

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

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Contract C123 – HVAC Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year; and

WHEREAS, Legal noticed was published March 24, 2023; and

WHEREAS, Bids were publicly opened and read on April 25, 2023 and (4) four properly executed bids were received; and

WHEREAS, Architect CPL, Clark Patterson Lee, and Construction Manager, Buffalo Construction Consultants, analyzed the bids and having found no objection recommends the award of Contract C123 – HVAC Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 school year for the amount of \$3,377,000.00, to the apparent low bidder D.V. BROWN & ASSOCIATES, INC. 567 VICKERS ST, TONAWANDA, NY 14150; and

WHEREAS, Based on Clark Patterson Lee and Buffalo Construction Consultants recommendations, Mark Laurie, Superintendent of Schools recommends the Board award Contract C123 – HVAC Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year for the amount of \$3,377,000.00, D.V. BROWN & ASSOCIATES, INC. 567 VICKERS ST, TONAWANDA, NY 14150; therefore, be it

RESOLVED, That the Board hereby awards Contract C123 – HVAC Construction, American Rescue Plan (ARP) Project - Bid No. 15 for the 2022/2023 School Year for the amount of \$3,377,000.00, to D.V. BROWN & ASSOCIATES, INC. 567 VICKERS ST, TONAWANDA, NY 14150 and approves the Contract hereto attached, between the School District of the City of Niagara Falls and D.V. BROWN & ASSOCIATES, INC. 567 VICKERS ST, TONAWANDA, NY 14150, for the construction of the Project according the Contract Documents; 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 President of the Board be authorized and directed to execute attached Contract; 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. Bass, Mr. Bilson, Mr. Capizzi,  
Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2023**

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

WHEREAS, The Annual School Election/Budget Vote will be held on Tuesday, May 16, 2023;  
and

WHEREAS, At the Regular Board Meeting of March 30, 2023, additional election inspectors were appointed to be authorized 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 additional, substitute election inspectors for said election; and

RESOLVED, That each inspector called in to substitute will be compensated in the amount of \$131.25 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 16, 2023, be compensated \$25.00.

Alysia Welch Chester  
Isaiah Mathews  
Brenda Hamilton  
Dorothy Davis

**The vote on the motion was as follows:**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Capizzi,  
Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**3. Information and Reports**

**3.1 Superintendent's Report**

**The Superintendent:**

1. Conveyed his best wishes for the restored health of Mr. Cancemi and Mr. Joseph Petrozzi
2. Announced that:

- a. Last Saturday "Walk the World" represented 48 countries and hosted 600 guests from 11 a.m. to 2 p.m. It was a celebration of food, dance, and culture and was spearheaded by Ms. Leo and Mrs. Capone.
- b. Also last Saturday in Hershey, P.A., the NFHS Band & Choir was awarded first place in six categories. Christian Scarfone earned first place for his solo jazz performance.
- c. Robotics students competing nationally in Dallas finished 3, 6<sup>th</sup> and 9 in the world.
- d. Softball player Ava White is Channel 7 SuperSeven Athlete of the Week.
- e. On May 4 the District Art Show opening will be held from 5pm-7pm.
- f. NYSUT appointed a new president, Melinda Person, who visited District (NFHS & BOND) and mentioned the District in her inaugural address, cited it as an innovative district for PS2 and school spirit.
- g. Tomorrow at 3:45p.m. at Hyde Park will be the playground ground breaking.
- h. NFHS competes with 30 schools in chess, and finished second to Nichols.
- i. He is in receipt of an artwork by three students at HF Abate School, celebrating social-emotional learning.
- j. Tomorrow the NF Education Foundation will honor Sanquin Starks and Russ Petrozzi; 20 NFHS students will be awarded scholarships.
- k. 79<sup>th</sup> Street School is participating in Bald for Bucks and is to be commended.
- l. The Veterans Administration called to request to visit to NFHS to observe safety protocols.
- m. A Vaccination Clinic will be held at Bond School by the Niagara County Department of Health this Thursday 3-6 p.m.
- n. Section VI the League will vote to allow the NFHS boys basketball team to be a separately scheduled team so they can compete at a higher level.

Mr. Laurie reviewed the order of business on May 17.

### 3.2 Board Members Report and Comments

Members of the Board thanked staff for their work on the budget.

The Board re-entered executive session at 7:37 p.m. on a motion by Mr. Bilson, seconded by Mr. Capizzi. The Board exited executive session and adjourned in memory of Nakhii Williams, a Niagara Falls High School student, at 9:31 p.m. on a motion by Mr. Vilardo, seconded by Mr. Paretto.

### 4. Adjournment in memory of Nakhii Williams, NFHS student.

**NIAGARA FALLS CITY SCHOOL DISTRICT**

**Niagara Falls, New York**

**MINUTES**

**DATE:** May 17, 2023

**KIND OF MEETING:** Statutory

**PLACE:** Board of Education Board Room

**AGENDA REVIEW:** Prior to the Special Meeting, an Agenda Review Session was held at 5:30 p.m. Public Hearings were held on Safety Plans (6:30 p.m.) and the proposed budget (7 p.m.)

**CALL TO ORDER:** The Meeting was called to order by Mr. Petrozzi at 7 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**MEMBERS ABSENT:** Mr. Cancemi (excused), Mr. Kudela (excused)

2. Purpose

2.01 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.

3. Tabulation of Results

3.01 Election/Budget Vote Results

4. Certification of Election/Budget Vote Results

Action, Information: 4.01 Adoption of Resolution Certifying the School Election/Budget

**On a motion by Nicholas Vilardo, seconded by Rob Bilson.**

WHEREAS, The Annual School Election/Budget Vote was held on Tuesday, May 16, 2023; 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, 2023, has been examined by this Board; and

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 twenty-three; namely:

That the number of votes tabulated pursuant to the recanvass conducted this date (May 17, 2023) resulted in the following candidates and proposition receiving the votes listed:

Beverly Callen	335
Anthony Paretto	901
Portland Jackson	319
Deborah Hicks	568
Michael Capizzi Jr.	726
Write-Ins	3

Michal Marron, Beverley McLeod, Annette Quaranto  
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 twenty-three; 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 2023-2024 budget in the total amount of \$181,504,208 and to levy the necessary tax?"

The whole number of votes given for Proposition No. 1 was 1517 of which

Yes	Received	1200
No	Received	317

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 twenty-three;

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, Anthony Paretto and Michael Capizzi, Jr., the two candidates who received the largest number of votes, will each be entitled to serve a five-year term of office beginning on July 1, 2023, be it;

FURTHER RESOLVED, That in accordance with Section 2610 of the Education Law, that Proposition No. 1 - General Budget, receiving 1200 votes cast in the affirmative be declared adopted.

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

5. Recommended Action(s) From the Superintendent of Schools – None

6. Adjournment

Action: 6.01 Statutory Meeting Adjourned

Motion to adjourn

**On a motion by Rob Bilson , seconded by Nicholas Vilardo.**

**Ayes:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi  
**Nays:** None

**Carried**

**NIAGARA MINUTES**  
**FALLS CITY SCHOOL DISTRICT**  
**Niagara Falls, New York**

**KIND OF MEETING:** Board Review Session

**PLACE:** Board of Education Board Room

**CALL TO ORDER:** The ARS Meeting was called to order by Mr. Petrozzi at 5:30 p.m.

**MEMBERS PRESENT:** Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

**DATE:** June 8, 2023

**MEMBERS ABSENT:** Mr. Capizzi (excused)

Diploma Ceremony Connor Hutchinson: Ms. Vilardo, Mr. Laurie and Board members presented his NFHS diploma to Senior Connor Hutchinson, who will be absent from graduation because he will be in Atlanta representing the District in a competition.

Seal of Biliteracy Awards: Mrs. Capone presented the awards; 10 students earned the Seal: Jeanelix Acosta-Flores; Jeanelix Acosta-Flores; Montserrat Fuentes; Uswa Khalid; Aisha Makama; Joshua Medero; Isabella Navaroli; Widaly Otero Berrios; David Ramos; and Raven Thuman, the first physically challenged student in the State to earn the Seal of BiLiteracy.

NFHS Student Champion Team: IDIC Trauma Informed Training members: Sue Green, Coordinator; Samantha Kory; Megan Kory; Ted Adams; and students Jayla Neville

The students explained how they, through their program, assist students who have experienced trauma. They address needs through education, compassion, and knowledge. They discussed trauma, re-traumatization, responses, and means of support for those experiencing it.

Cultural Projects Nasreen and Anas Managla, who have assisted the District with transportation and in other matters, have brought cultural information into the schools and assisted in bridging barriers for students who immigrate.

A review of the June 22 agenda was held.

Superintendent's Comments:

1. The District will be changing protocols regarding the Tanner Scale. It will use Tanner Scale as one indicator among others, with parent knowledge and approval, after meeting with parents whose child may not score well on the Tanner Scale.
2. The District wishes Gloria Dolson a speedy recovery.
3. Robotics students coming to the meeting of June 22<sup>nd</sup> to be recognized.
4. Also recognized at that meeting will be staff who rescued student choking at Kalfas School.
5. Air quality: forecasters expect a return to normal tomorrow, in the wake of Canadian wildfires which have impacted the air.

6. Saturday is the Class Day Parade.
7. 260 individuals attended a dinner Tuesday celebrating 213 students graduating with college credits including one who is graduating with 64 college credits
8. Prom will be held June 16.
9. Craig Nadrowski SoapBox Derby takes place Friday evening.
10. Eight students graduated from the police academy at NFHS
11. Tyrus Palmer and David Litten will compete in the NY State track championship
12. The Casino Compact remains incomplete; 99Hs need to be protected.
13. Respects to Joseph Petrozzi: Mr. Petrozzi, father of our Board President Russell, father in law to Secretary III at NFHS, Sue and grandfather to speech pathologist Anne Petrozzi-Burgess, passed away at the age of 95. He founded Coats for Kids and was a respected and beloved member of the community.

At on a motion by Mr. Cancemi and seconded Mr. Kudela, by the Board entered executive session for the purpose of contract negotiations (NIAS) (NFT); potential appointment/promotion of two individuals; all in favor. The Board exited executive session at 9:21 p.m. on a motion by Mr. Kudela, seconded by Mr. Bilson. All in favor.



WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The Application is in accordance with the Contract; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$26,907.61 to U&S Services, Inc. 95 Stark St. Tonawanda NY 14150 in accordance with the Application and Certificate for Payment #10; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through the Smart Schools Bond Act Funds made available by the State Education Department.

**Ayes:** Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela,  
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

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

**Approval of Payment No. 5 To MLP Plumbing & Mechanical Inc. for Plumbing Work,  
Contract #122, For Phase III of The Stewardship Capital Improvement Project**

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

WHEREAS, The Board of Education executed a Contract dated September 22, 2022 with MLP Plumbing & Mechanical Inc. for Plumbing work on Phase III of the Stewardship Capital Improvement project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G703, 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, the Construction Manager and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G703, for services rendered and material furnished in the amount of \$1,550.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, the Construction Managers Buffalo Construction Consultants and Rebecca Holody, 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 \$77.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$1,550.00 to MLP Plumbing & Mechanical Inc, 3198 Union Rd. Cheektowaga, NY 14227 in accordance with the Application and Certificate for Payment #05; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through State Aid.

**Ayes:** Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

**Nays:** None

**Carried**

### **Information and Reports**

#### **Public Comment Non-Agenda Items :**

Deborah Hicks - Congratulated re-elected Board members and district on passing of budget. She asks if the Board members are for or against Critical Race Theory. She expressed concern about some students' achievement and some class sizes. Ms. Hicks intends to be a frequent speaker. She objects to Pathways to Success program and is highly concerned about students of color.

#### **Superintendent's Report :**

Mr. Laurrie responded to Ms. Hicks. Her involvement in the District is appreciated. He will respond regarding CRT in the future. He does not share her views of Pathways Program. Mr. Laurrie appreciates Ms. Hicks stamina throughout the year, especially with respect to our North Tonawanda partnership.

Graduation will be held tomorrow weather permitting. This is the first "COVID class." Graduation rate continues to increase.

State thinking is backwards regarding four-year cohort and its penalizing of Districts if students graduate in five years rather than four..

Summer programs are open for registration and have spaces available.

Girls softball pitcher Ava White ranks fifth team in the State.

Regarding the settlement of contracts, thank you to NFT, NIAS, and Board members. These agreements guarantee labor peace through the end of the 2028 school year. The Board is an example to all of WNY and beyond in its collegiality and far-sightedness. Very few Boards have the dignity this Board does in its dealings with one another and with staff.

It has been a very good year and everyone's work – the grounds-crew, teachers, nurses, etc. – everyone has worked hard and it is appreciated. Mr. Laurrie commented that 1394 staff + 9 Board members have equaled one District working together to achieve common goals.

#### **Board Members Comments and Reports**

Board members congratulated graduating seniors, congratulated staff on successful contract negotiations and expressed that staff has earned good contracts; expressed warm remarks on the Ghana trip all those recognized at the meeting tonight; thanked Mr. Laurrie for educating board members as they make decisions.

Mr. Capizzi expressed to Mr. Petrozzi that he demonstrated commitment and leadership continuing to lead the Board without pausing even while mourning his father. This is recognized and appreciated.

The Board entered executive session at 8:22 p.m. on a motion by Mr. Vilardo seconded by Mr. Cancemi for the purpose of discussing contract negotiations with the Clerk and Security Director, protected under the Taylor Law; a potential legal matter involving an individual; and Child Victims Act cases. All in favor.

The Board exited executive session and adjourned at 9:28 p.m. on a motion by Mr. Vilardo seconded by Mr. Paretto. All in favor.

**Adjournment in memory** of the following who recently passed away:

1. Edward Harrigan, husband of Julie Harrigan, personal care aid for NFCSD; father-in-law of Angie Harrigan, Uncle of James Donoughe, Mary Kay Reygers and Ann Marie Fowler.
2. Delores J. Hugill, former lunch aide and teacher's aide.
3. Tom Jolls, "Commander Tom," who entertained WNY children for three decades.
4. Vincenette (Rangatore) Losasso, former science teacher, NFHS.
5. Samuel Montanaro, Father of Nancy Scirto (Hyde Park), Grandfather of Joe Scirto (Gaskill Prep)
6. Getrude Provost, grandmother of Anne Petrozzi-Burgess.
7. Effie Brown Williams, former teacher.
8. Joseph Petrozzi, father of Board President Russ Petrozzi, father-in-law of Sue Petrozzi, secretary III, NFHS, grandfather to speech pathologist Anne Petrozzi-Burgess, uncle to Marc & Janine Cantanzaro and Dana & Mike Evans.